

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

**APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

TIER 1 - Ten (10) kW or Less

TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

TIER 3 - Greater than 100 kW and Less Than or Equal to Two (2) MW

Note: These customer-owned renewable generation system size limits may be subject to a cumulative enrollment limit on net-metering customers located in the area served by the City of Ocala Electric Utility. Please refer to the Ocala Electric Utility Net-Metering Rate Schedule.

Ocala Electric Utility customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities with the Ocala Electric Utility system are required to complete this application. When the completed application and fees are returned to Ocala Electric Utility, the process of completing the appropriate Tier 1, Tier 2 or Tier 3 Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained at Ocala Electric Utility, located at 201 SE 3rd Street, Ocala, Florida 34471, or may be requested by email from OEU@ocalafl.org.

1. Customer Information

Name: KATHY P. KUHN
Mailing Address: 128 SE 44 AVE
City: OCALA State: FL Zip Code: 34471
Phone Number: 352-362-1165 Alternate Phone Number: —
Email Address: kathykuhns@duck.com Fax Number: —
Ocala Electric Utility Customer Account Number: 516136 - 105796

2. RGS Facility Information

Facility Location: 128 SE 44th AVE
Ocala Electric Utility Customer Account Number: 516136 - 105796
RGS Manufacturer: Enphase / Canadian Solar Inc
Manufacturer's Address: _____
Reference or Model Number: C539-395ms / Iq8Phase-72-2-us
Serial Number: _____

(Continued on Sheet No.19.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continue from Sheet No. 19.0)

FIRST REVISED SHEET NO. 19.1
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3. Facility Rating Information

Gross Power Rating: 6.7200 ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with Ocala Electric Utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: Solar

Anticipated In- Service Date: TBD

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. The non-refundable application fee is \$375 for Tier 2 and \$750 for Tier 3 installations. There is no application fee for Tier 1 installations.

5. Interconnection Study Fee

For Tier 3 installations, a deposit in the amount of the estimated costs of the study (to be determined at time of application) must be paid along with this application in addition to the application fee referenced in Article 4 above. This deposit will be applied toward the cost of an interconnection study. The customer will be responsible for the actual costs of the study. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer. Customer agrees to comply with all interconnection requirements identified in the interconnection study report.

6. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the Ocala Electric Utility by the customer.

- A. Documentation demonstrating that the installation complies with (or most current version at time of inspection approval):
1. IEEE 1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power Systems.
 2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
 3. UL 1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.

(Continued on Sheet No. 19.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
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B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials prior to its operation in parallel with the Ocala Electric Utility system to ensure compliance with applicable local codes. OEU will also require proof of commission testing by a qualified 3rd party testing company (not affiliated in any way with the manufacturer, vendor or installation contractor), for compliance with all required and applicable codes, standards, and interconnection study requirements, prior to setting of OEU metering equipment.

C. Proof of insurance in the amount of:

Tier 1 - \$100,000.00

Tier 2 - \$1,000,000.00

Tier 3 - \$2,000,000.00

Customer

By: KATHY P. KUHNS Date: 4-19-2023
(Print Name)


(Signature)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Amended Homeowners Policy Broad Declarations

Your policy effective date is May 31, 2022



Page 1 of 4

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured	\$1,852.00
Premium for Scheduled Personal Property Coverage	94.00
01/2007 Florida Hurricane Catastrophe Fund Emergency Assessment	\$0.00

(continued)

Information as of June 27, 2022

Summary

Named Insured(s)
Thomas C Or Kathy P Kuhns

Mailing address
**128 SE 44th Ave
Ocala FL 34471-3250**

Policy number
941 019 508

Your policy provided by
Castle Key Insurance Company

Policy period
Begins on **May 31, 2022** at 12:01 A.M.
standard time, with no fixed date of
expiration

Premium period
Beginning **May 31, 2022** through **May 31, 2023** at 12:01 A.M. standard time

Your policy change is effective **June 28, 2022**

Your Castle Key agency is
Jeannine R Ordway
409 E Fort King St
Ocala FL 34471-2239
(352) 861-8500
jeannineordway@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Amended Homeowners Policy Broad Declarations

Page 2 of 4

Policy number: **941 019 508**

Policy effective date: May 31, 2022

Total Premium for the Premium Period (continued)

Total	\$1,948.00
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Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.

The total premium includes a \$802.00 hurricane premium.

The total premium includes a \$1,050.00 non-hurricane premium.

The total premium includes a \$2.00 EMPA trust fund surcharge.

The total premium includes a \$242.00 increase due to rate change.

The total premium includes a \$104.00 increase due to coverage changes.

Discounts (included in your total premium)

Protective Device (SPP)	10%	55 and Retired	25%
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Location of property insured

128 SE 44th Ave, Ocala, FL 34471-3250

Rating Information

The dwelling is of frame construction and is occupied by 1 family

Hurricane Premium adjusted 0% and Non-Hurricane Premium adjusted 0% for Building Code Effectiveness Grading Adjustments range from 1% surcharge to 11% discount.

Mortgagee

TRUIST BANK ISAOA ATIMA

P O Box 200047, Kennesaw, GA 30156-9246

Loan number: 20142041153460

Additional Interested Party

None

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection - with Building Structure Replacement Cost Method Extended Limits	\$186,000	- Other Peril Deductible Applies** Deductible for Hurricane Applies***
Other Structures Protection	\$3,720	- Other Peril Deductible Applies** Deductible for Hurricane Applies***

FLO70AMD (Ed.Date 11/18)

070.070.009
2206275000216
PROR41FL2022062723324502A-000171-002-0-00-00

Amended Homeowners Policy Broad Declarations

Policy number: **941 019 508**

Policy effective date: May 31, 2022

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Personal Property Protection - Replacement Cost Method Provision	\$93,000	• Other Peril Deductible Applies** • Deductible for Hurricane Applies***
Additional Living Expense	Lesser of \$18,600 or 12 months	
Family Liability Protection	\$300,000 each occurrence	
Guest Medical Protection	\$1,000 each person	
Building Codes (Law and Ordinance Coverage)	25% of the Limit of Liability of Dwelling Protection	
Sinkhole Activity	Included	

► **Other Coverages Not Purchased:**

- Business Property Protection*
- Business Pursuits*
- Cellular Communication System*
- Electronic Data Processing Equipment*
- Extended Coverage on Cameras*
- Extended Coverage on Jewelry, Watches and Furs*
- Extended Coverage on Musical Instruments*
- Extended Coverage on Sports Equipment*
- Fire Department Charges*
- Golf Cart*
- Home Day Care*
- Incidental Office, Private School Or Studio*
- Increased Coverage on Money*
- Increased Coverage on Securities*
- Increased Silverware Theft Limit*
- Lock Replacement*
- Loss Assessments*
- Optional Protection for Mold*
- Satellite Dish Antennas*

* **This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

** **\$1,000 is your Other Peril Deductible, which applies to the total of all losses under the coverages indicated above.**

*****\$3,720 (calculated by applying 2% to your Dwelling Protection limit) is your Deductible for Hurricanes, which applies to the total of all property losses under the coverages indicated above. Please read your Hurricane Deductible Endorsement carefully.**

Scheduled Personal Property Coverage

Your policy includes Scheduled Personal Property Coverage. Please refer to the Scheduled Personal Property Endorsement (form AP653-2) for terms, conditions and exclusions applicable to your Scheduled Personal Property Coverage.

Scheduled Personal Property Deductible: none

Property class	Total of individual item limits per class
Jewelry	\$5,800



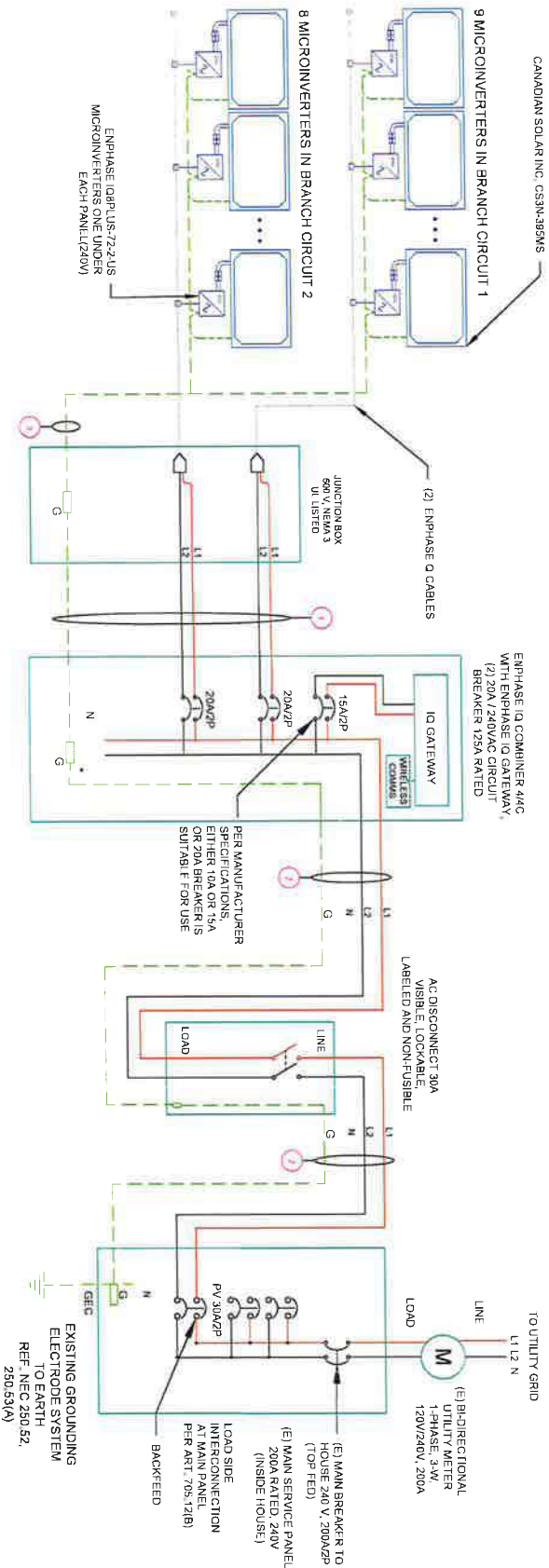
SOLAR MODULE SPECIFICATIONS	
MANUFACTURER / MODEL #	CANADIAN SOLAR INC. CS3N-385MS
VMP	37.0V
IMP	10.68A
VOC	44.3V
ISC	11.44A
TEMP. COEFF. VOC	-0.26%/°C
MODULE DIMENSION	76.4"L x 41.3"W x 1.38"D (In Inch)

INVERTER SPECIFICATIONS	
MANUFACTURER / MODEL #	ENPHASE IQ8PLUS-72-US MICROINVERTER
MIN/MAX DC VOLT RATING	30V MIN / 58V MAX
MAX INPUT POWER	235W-440W
NOMINAL AC VOLTAGE RATING	120V / 211-240V
MAX AC CURRENT	1.21A
MAX MODULES PER STRING	13 (SINGLE PHASE)
MAX OUTPUT POWER	290 VA

WIRE /CONDUIT SCHEDULE	
TAG	DESCRIPTION
1	(2)#10/2 ROMEX IN ATTIC/ (4)#10 THWN-2 ON EXTERIOR & (1)#10 THWN-2 GROUND / (GN)
2	(3)#10 THWN-2 & (1)#10 THWN-2 GROUND / (GN)
3	(1)#6 BARE GROUND

DC SIZE 17 X 395W = 6.715 kW DC-STC
AC SIZE 17X 290W = 4.930 kW AC

(GN) GENERAL CONDUIT NOTE:
CONDUIT TO BE UL LISTED FOR WET LOCATIONS AND UV PROTECTED (EX. -EMT, SCH 80 PVC OR RMC)/FMC MAYBE USED IN INDOOR APPLICATIONS WHERE PERMITTED BY NEC ART. 348



NOTES: USE TANDEM BREAKERS TO MAKE ROOM FOR THE 30A SOLAR BREAKER IN INTERIOR MAIN PANEL.

SOLAR BREAKER LOCATED AT THE FURTHEST END OF BUSBAR FROM THE MAIN BREAKER OR FEEDER UNIT



22171 MCH RD
MANDEVILLE, LA 70471
PHONE: 9152011490

PROJECT NAME & ADDRESS
KATHY KUHN

128 SOUTHEAST 44TH
AVENUE, OCALA,
FL 34471
COUNTY: MARION COUNTY

SYSTEM SIZE
DC SIZE: 6.715 kW DC-(STC)
AC SIZE: 4.930 kW AC

This item has been digitally signed and sealed by
Nestor J. Houghton, P.E.
on September 27, 2022
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PRINCIPAL ENGINEERING, INC.
1011 N. CAUSEWAY BLVD, STE 19
MANDEVILLE, LA 70471
985.624.5001
INFO@PE-EC.COM
FLORIDA FIRM NO. 30649

SHEET TITLE
LINE DIAGRAM

DRAWN DATE 9/24/2022
DRAWN BY SM

SHEET NUMBER
E-601



ENPHASE IQ8 and IQ8+ Microinverter

IQ8 and IQ8+ Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microconverters with split-phase power conversion capability to convert DC power to AC power efficiently. The built-in intelligent circuit-based microcontroller in our proprietary application-specific integrated circuit (ASIC) enables the microinverter to operate in grid-tied or off-grid modes. This chip is built in advanced 55nm technology with high-speed digital logic and has super-fast response times to changing loads and grid events, allowing constraints on battery sizing for home energy systems.



Patented Enphase Energy System (IES) Series Microinverter (MVI) with the Enphase IQ8 Battery Inverter (BI) offering a true energy storage solution.



IQ8 Series Microinverter for residential applications. It is designed with a built-in battery inverter, enabling an additional energy storage solution of up to 20 years.



Connect PV modules quickly and easily to IQ8 Series Microinverters using the included Q-EC2-2 Adaptor cable with Plug n Play MC4 connectors.



IQ8 Series Microinverters are UL Listed as PV-Protected, UL Listed Equipment and UL Listed as a Class II, Division 2, Location Group 1, Non-hazardous area, according to manufacturer's instructions.

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IQ8 and IQ8+ Microinverters

Model: IQ8, IQ8+		100-120 VAC	208-240 VAC
Commonly used module ratings ¹		235 - 350	235 - 440
Module connectivity		400-watt/120VAC split-phase	600-watt/120VAC split-phase
Input voltage range		27 - 37	29 - 45
Operating range		25 - 48	25 - 50
Max input AC voltage		30 / 48	30 / 50
Max input DC voltage		50	60
Max DC current (module)		10	10
Overvoltage class (DC port)		0	0
DC port backfeed current		0	0
PV array configuration		100-120 VAC split-phase	208-240 VAC split-phase
AC output power		240	300
Max continuous output power		240	290
Normal AC voltage range ²		240 / 277 - 264	240
Max continuous output current		10	12.1
Normal frequency		60	50 - 60
Extended frequency range		50 - 60	50 - 60
Max units per 20 A L-L branch circuit ³		15	15
Total harmonic distortion		< 5%	< 5%
Overvoltage class AC port		II	II
AC port backfeed current		30	30
Power factor rating		1.0	1.0
Grid-tie power factor (adjustable)		0.95 lagging	0.95 lagging
Peak efficiency		97.5	97.6
CFC weighted efficiency		97	97
Night-time power consumption		40	40

Enphase IQ Combiner 4/4C

Enphase
IQ Combiner 4/4C
X-IQ-AM1-240-4
X-IQ-AM1-240-4C

The **Enphase IQ Combiner 4/4C** with Enphase IQ Gateway and integrated UL-MP-CC cell module (included only with IQ Combiner 4C) consolidates inverter-interconnect equipment into a single enclosure and streamlines IQ microinverters and storage installations by providing a consistent, integrated solution for residential applications. It offers up to four 2 pole input circuits and E-Series BR series higher assembly.

Smart

- Includes IQ Gateway for communications and control
- Includes Enphase Mobile Connect cellular modem (cell modem is not included only with IQ Combiner 4C)
- Includes solar shield to shield Enphase IQ Battery aesthetics and deflect heat
- Flexible networking supports Wi-Fi, Ethernet or cellular
- Optional AC receptacle available for in-C bridge
- Provides production monitoring and consumption monitoring

Simple

- Compact mounting brackets support single stud mounting
- Supports bottom, back and side conduit entry
- Up to four 2 pole branch circuits for 240 VAC plug-in breakers (not included)
- 60A total PV or storage branch circuits

Reliable

- Double NEMA-certified NEMA type 3R enclosure
- Five-year limited warranty
- Two-year labor & materials program coverage included for both the IQ Gateway SKUs
- UL listed



ENPHASE

Enphase IQ Combiner 4/4C

MODEL NUMBER

IQ Combiner 4 (X-IQ-AM1-240-4)

IQ Combiner 4C (X-IQ-AM1-240-4C)

ACCESSORIES AND REPLACEMENT PARTS

Enphase Gateway for communications and control	Enphase Mobile Connect cellular modem (cell modem is not included only with IQ Combiner 4C)
Enphase IQ Gateway for communications and control	Enphase Mobile Connect cellular modem (cell modem is not included only with IQ Combiner 4C)
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ELECTRICAL SPECIFICATIONS

System voltage	120/240 VAC, 60 Hz
Input voltage range	120/240 VAC, 60 Hz
Output voltage range	120/240 VAC, 60 Hz
Input current range	0-15 A
Output current range	0-15 A
Input power range	0-15 A
Output power range	0-15 A
Input power factor	0.95
Output power factor	0.95
Input power factor range	0.95
Output power factor range	0.95
Input power factor range	0.95
Output power factor range	0.95

MECHANICAL DATA

Dimensions (mm)	315 x 150 x 100 (12.4 x 5.9 x 3.9)
Weight (kg)	1.5 (3.3)
Mounting bracket type	Single stud mounting
Conduit entry	Bottom, back and side
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A
Breaker enclosure rating	60A

INTERNET CONNECTION OPTIONS

Internet connection options	Enphase IQ Gateway for communications and control
Internet connection options	Enphase IQ Gateway for communications and control
Internet connection options	Enphase IQ Gateway for communications and control
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Internet connection options	Enphase IQ Gateway for communications and control
Internet connection options	Enphase IQ Gateway for communications and control



ENPHASE

CONTRACTOR
AT Solar

22171 MCH RD
MANDEVILLE, LA 70471
PHONE: 9152011480

PROJECT NAME & ADDRESS
KATHY KUHN

128 SOUTHEAST 44TH
AVENUE, OCALA,
FL 34471
COUNTY: MARION COUNTY
SYSTEM SIZE
DC SIZE: 6.715 KW DC (STC)
AC SIZE: 4.990 KW AC

SHEET TITLE
RESOURCE
DOCUMENT
DRAWN DATE
9/24/2022
DRAWN BY
SM
SHEET NUMBER
R-003

Ocala Electric Utility
Ocala, Florida

FIRST REVISED SHEET NO. 20.0
CANCELS ORIGINAL SHEET NO. 20.0

Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 17 day of April, 2023, by and between the Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida (hereinafter "FMPA"), the City of Ocala doing business as Ocala Electric Utility, a body politic (hereinafter "OEU"), and KATHY P. KUHN, a retail electric customer of OEU (hereinafter "Customer").

Section 1. Recitals

1.01. OEU and Customer have executed OEU's Standard Interconnection Agreement for a Customer-Owned Renewable Generation System (RGS) pursuant to which OEU has agreed to permit interconnection of Customer's renewable generation to OEU's electric system at Customer's presently-metered location, and Customer has agreed to deliver excess electric energy generated by Customer's Renewable Generation System to OEU's electric distribution system;

1.02. The City of Ocala and FMPA have entered into the All-Requirements Power Supply Contract, dated as of May 1, 1986, (hereinafter the "ARP Contract") pursuant to which the City of Ocala has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation.

1.03. In order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU's electric customers to offset their electric consumption with customer-owned renewable generation, FMPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU's electric customers interconnected to OEU's electric system.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties covenant and agree as follows:

Section 2. Interconnection

2.01. Customer shall not begin parallel operations with the OEU electric distribution system until Customer has executed OEU's electric Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions

OEU requires that the customer install and operate the RGS in accordance with all applicable safety codes and standards. OEU shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation as it relates to the effect of the RGS on OEU's electric distribution system.

(Continued on Sheet No. 20.1)

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Electric Utility Director

Effective: October 1, 2019

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Section 3. Metering

3.01 In accordance with the OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation, OEU shall install metering equipment at the point of delivery capable of recording two separate kWh meter readings: (1) the flow of electricity from OEU to the Customer (Delivered), and (2) the flow of excess electricity from the Customer to OEU. OEU shall take meter readings on the same cycle as the otherwise applicable rate schedule.

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for Customer's own load and shall offset Customer's demand for OEU's electricity. All electric power and energy delivered by OEU to Customer shall be received and paid for by Customer to OEU (Received) pursuant to the terms, conditions and rates of the OEU otherwise applicable rate schedule.

4.02. Excess customer-owned renewable generation shall be delivered to the OEU Electric distribution system. For purposes of this Agreement, the term "excess customer-owned renewable generation" means any kWh of electrical energy produced by the customer-owned renewable generation system that is not consumed by Customer and is delivered to the OEU electric distribution system. FMPA agrees to purchase and receive, and Customer agrees to sell and deliver, all excess customer-owned renewable generation at the energy rate established by FMPA, which shall be calculated in accordance with Schedule A. Excess customer-owned renewable generation shall be purchased in the form of a credit on Customer's monthly energy consumption bill from OEU.

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for Customer's consumption in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset Customer's energy consumption bill for a period of not more than twelve (12) months. At the end of each calendar year, any unused excess energy credits shall be paid by OEU to the Customer in accordance with the OEU Electric Net-Metering Service Rate Schedule.

(Continued on Sheet No. 20.2)

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Electric Utility Director

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OCALA, FLORIDA
(Continued from Sheet No. 20.1)

FIRST REVISED SHEET NO. 20.2
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4.04. FMPA and OEU shall not be required to purchase or receive excess customer-owned renewable generation, and may require Customer to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any OEU equipment or part of OEU's system; or (b) if either FMPA or OEU determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

4.05. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the Net-Metering Service Rate Schedule (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU electric system.

Section 5. Renewable Energy Credits

5.01. Customer shall offer FMPA a first right of refusal before selling or granting to any third party the right to the Green Attributes associated with its customer-owned renewable generation that is interconnected to OEU electric distribution system. The term "Green Attributes" shall include any and all credits, certificates, benefits, environmental attributes, emissions reductions, offsets, and allowances, however entitled, attributable to the generation of electricity from the customer-owned-renewable generation and its displacement of conventional energy generation.

5.02. Any additional meter(s) installed to measure total renewable electricity generated by the Customer for the purposes of measuring Green Attributes, including and renewable energy certificates (or similarly titled credits for renewable energy generated), shall be installed at the expense of the Customer, unless determined otherwise during negotiations for the sale of the Customer's credits to FMPA.

Section 6. Term and Termination

6.01. This Agreement shall become effective upon execution by all Parties, and shall remain in effect thereafter on a month-to-month basis until terminated by any Party upon thirty (30) days written notice to all other Parties.

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by OEU or (b) failure by Customer to comply with any of the terms and conditions of this Agreement or OEU's Standard Interconnection Agreement for Customer-Owned Renewable Generation.

(Continued on Sheet No. 20.3)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.2)

FIRST REVISED SHEET NO. 20.3
CANCELS ORIGINAL SHEET NO. 20.3

Section 7. Miscellaneous Provisions

7.01. Assignment. It is understood and agreed that no party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this Agreement, or any interest herein or any rights or obligations hereunder, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other parties (and any such attempt shall be void), which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.02. Amendment. It is understood and agreed that FMPA and OEU reserve the right, on no less than an annual basis, to change any of the terms and conditions, including pricing, in this Agreement on sixty (60) days advance written notice. FMPA and OEU may make such changes on an immediate basis in the event any applicable law, rule, regulation or court order requires them. In such event, FMPA and OEU will give Customer as much notice as reasonably possible under the circumstances.

7.03. Indemnification. To the fullest extent permitted by laws and regulations, and in return for adequate, separate consideration, Customer shall defend, indemnify, and hold harmless FMPA and OEU, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly employed by the Customer to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

7.04. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims, or disputes arising out of or related to this Agreement or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the County or Circuit Court for Marion County, Florida, or the United States District Court sitting in Marion County, Florida, as appropriate.

(Continued on Sheet No. 20.4)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.3)

FIRST REVISED SHEET NO. 20.4
CANCELS ORIGINAL SHEET NO. 20.4

7.05. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, and/or appellate proceedings.

7.06. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.07. Third Party Beneficiaries and Sovereign Immunity. This Agreement is solely for the benefit of FMPA, OEU, and Customer and no right nor shall any cause of action accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than FMPA, OEU, or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon FMPA, OEU, and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by either FMPA or OEU of the sovereign immunity applicable to either or both of them as established by Florida Statutes, 768.28.

(Continued on Sheet No. 20.5)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.4)

FIRST REVISED SHEET NO. 20.5
CANCELS ORIGINAL SHEET NO. 20.5

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility

By: DocuSigned by:
Janice Mitchell
00190043200A4E1...
Title: CFO
Date: 5/4/2023

Florida Municipal Power Agency

By: DocuSigned by:
[Signature]
007F58EBB34B474...
Title: VP of IT/OT and System Ops
Date: 5/4/2023

Customer

By: KATHY P. KUHN Date: 4-19-2023
(Print Name)
[Signature]
(Signature)

Customer's City of Ocala Electric Utility Account Number: 516136-105796

Approved as to form and legality:

DocuSigned by:
William E. Sexton
00190043200A4E1...
William E. Sexton
City Attorney

(Continued on Sheet No. 20.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 20.5)

FIRST REVISED SHEET NO. 20.6
CANCELS ORIGINAL SHEET NO. 20.6

**Tri-Party Net-Metering Power Purchase Agreement
Schedule A**

I. All-Requirements Project Calculation of Excess Customer-Owned Renewable Generation Credit

- a) FMPA shall pay OEU for the excess kWh energy delivered by customer-owned renewable generation to OEU's electric system. Every month, OEU shall determine the total kWh of customer-owned renewable generation that is delivered to OEU's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the second working day of every month. FMPA will then provide a monthly payment to OEU in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

ARP Renewable Generation Credit = Quarterly Energy Rate * Monthly kWh of excess customer-owned renewable generation

Quarterly Energy Rate = 3 month average of ARP energy rate. FMPA will update the Quarterly Energy Rate every April 1, July 1, October 1 and January 1.

- b) As part of the monthly bill adjustment, FMPA will also increase OEU's kWh billing amount by the same kWh amount as the customer-owned renewable generation purchased by FMPA. This adjustment is necessary because excess customer generation that flows onto OEU's electric system has been purchased by FMPA, but will remain on OEU's electric system and be used by OEU to meet its other customers' electric needs. As a result, OEU's monthly ARP bill will be adjusted accordingly to reflect FMPA's subsequent sale of this energy to OEU.

II. Payment for Unused Excess Energy Credits

- a) Monthly excess energy credits shall accumulate and be used to offset the Customer's following month energy consumption bill for a period of not more than twelve (12) months.
- b) At the end of each calendar year, OEU shall pay the Customer for any unused excess energy credits in accordance with the OEU Electric Net-Metering Service Rate Schedule.

OCALA ELECTRIC UTILITY
OCALA, FLORIDA

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

Tier 1 – Standard Interconnection Agreement Customer-Owned Renewable Generation System

This Agreement is made and entered into this 19 day of April, 2023, by and between KATHY P. KUHN, (hereinafter called "Customer"), located at 128 SE 44 AVE in OCALA, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereinafter called OEU), a body politic. Customer and OEU shall collectively be called the "Parties". The physical location/premise where the interconnection is taking place: 128 SE 44 AVE, OCALA, FL 34471.

WITNESSETH

Whereas, a Tier 1 Renewable Generation System (RGS) is an electric generating system that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than ten (10) kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, OEU operates an electric system serving the City of Ocala; and

Whereas, Customer has made a written Application to OEU, a copy being attached hereto, to interconnect its RGS with OEU's electrical supply grid at the location identified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPPA") have entered into the All-Requirements Power Supply Contract pursuant to which the City of Ocala has agreed to purchase and receive, and FMPPA has agreed to sell and supply OEU with all energy and capacity necessary to operate the OEU electric system, which limits OEU's ability to directly purchase excess energy from customer-owned renewable generation; and

Whereas, in order to promote the development of small customer-owned renewable generation by permitting OEU to allow its customers to interconnect with OEU's electric system and to allow OEU customers to offset their electric consumption with customer-owned renewable generation, FMPPA, in accordance with the terms and conditions of this agreement, has agreed to purchase excess customer-owned generation from OEU customers interconnected to OEU's electric system; and

Whereas, the OEU desires to provide interconnection of a RGS under conditions which will insure the safety of OEU customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 21.1)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.0)

FIRST REVISED SHEET NO. 21.1
CANCELS ORIGINAL SHEET NO. 21.1

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and the City of Ocala Electric Utility (OEU).
2. "Gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with OEU's distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
3. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify OEU of any change to the GPR of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. Increase in GPR above the ten kilowatt (10 kW) limit would necessitate entering into a new agreement at either Tier 2 or Tier 3 which may impose additional requirements on the Customer. In no case does the Tier 1, Tier 2 or Tier 3 agreement cover increases in GPR above two megawatts (2MW).
4. The RGS GPR must not exceed 90 percent (90%) of the Customer's OEU calculated distribution service rating at the Customer's location (including shared electric facilities). If the GPR does exceed the 90 percent (90%) limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90 percent (90%) threshold is not breached. OEU will not allow a RGS GPR greater than required to offset the customer's annual kWh energy consumption (based on customer's historical consumption data or by means of estimated usage of similar type of service as determined by OEU).
5. The Customer shall not be required to pay any special fees due solely to the installation of the RGS.
6. The Customer shall fully comply with OEU's Design Standards following NEC standards as those documents may be amended or revised by OUS from time to time.
7. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards (or most current version at time of inspection approval):
 - a. IEEE-1547 (2018) Standard for Interconnecting Distributed Resources with Electric Power System;
 - b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
 - c. UL-1741 (2010) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed *Energy Resources*.
 - d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
 - e. The manufacturer's installation, operation and maintenance instructions.

(Continued to Sheet No. 21.2)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.1)

FIRST REVISED SHEET NO. 21.2
CANCELS ORIGINAL SHEET NO. 21.2

8. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than OEU, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

9. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to OEU. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to OEU.

10. Prior to commencing parallel operation with OEU's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to OEU.

11. The Customer agrees to permit OEU, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. OEU will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when OEU may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide OEU access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet OEU's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to OEU advising of the date and time at which Customer intends to place the system in service, and OEU shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

(Continued on Sheet No. 21.3)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.2)

FIRST REVISED SHEET NO. 21.3
CANCELS ORIGINAL SHEET NO. 21.3

12. The Customer's RGS must have an appropriately sized grid-tie inverter system that includes applicable protective systems. Customer certifies that the RGS equipment includes an OEU interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU's electric power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

13. If Customer adds another RGS that (i) utilizes the same OEU interactive inverter for both systems, or (ii) utilizes a separate OEU interactive inverter for each system, Customer shall provide OEU with sixty (60) days advance written notice of the addition.

14. The Customer shall not energize the OEU system when OEU's system is deenergized. The Customer shall cease to energize the OEU system during a faulted condition on the OEU system and/or upon any notice from OEU that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the OEU system prior to automatic or non-automatic reclosing of OEU's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and OEU' systems.

15. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on OEU system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of OEU system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

16. The Customer must install, at their expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to OEU's system, such that back feed from the customer-owned renewable generation system to OEU's system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to OEU and capable of being locked in the open position with an OEU padlock. When locked and tagged in the open position by OEU, this switch will be under the control of OEU.

(Continued on Sheet No. 21.4)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.3)

FIRST REVISED SHEET NO. 21.4
CANCELS ORIGINAL SHEET NO. 21.4

17. Subject to an approved inspection, including installation of acceptable disconnect switch, this Agreement shall be executed by OEU within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to OEU at least thirty (30) calendar days prior to beginning parallel operations with OEU's electric system, subject to the requirements of Section 18, below, and within one (1) year after OEU executes this Agreement.

18. Once OEU has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to an OEU representative, OEU will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

19. OEU requires the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000.00).

20. OEU will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy. The Customer's service associated with the RGS will be metered to measure the energy delivered by OEU to Customer, and measure the energy delivered by Customer to OEU. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to OEU.

21. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

22. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide OEU with a copy of the local building code official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 21.5)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.4)

FIRST REVISED SHEET NO. 21.5
CANCELS ORIGINAL SHEET NO. 21.5

23. In no event shall any statement, representation, or lack thereof, either express or implied, by OEU, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any OEU inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures or as a warranty or guarantee as to the safety, reliability, or durability of the RGS. OEU's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 15 and 26 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

24. Notwithstanding any other provision of this Interconnection Agreement, OEU, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. OEU shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from OEU's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- a. OEU system emergencies, forced outages, uncontrollable forces or compliance with prudent electric OEU practice.
- b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any OEU equipment, any part of OEU's electrical distribution system or Customer's generating system.
- c. Hazardous conditions existing on OEU's system due to the operation of the Customer's generation or protective equipment as determined by OEU.
- d. Adverse electrical affects (such as power quality problems) on the electrical equipment of OEU's other electric consumers caused by the Customer's generation as determined by OEU.
- e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of OEU.
- f. When the Customer fails to make any payments due to OEU by the due date thereof.

25. Upon termination of services pursuant to this Agreement, OEU shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from OEU's electric supply system, notify OEU that the isolation is complete, and coordinate with OEU for return of OEU's lock.

(Continued to Sheet No. 21.6)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

Ocala Electric Utility
Ocala, Florida
(Continued from Sheet No. 21.5)

FIRST REVISED SHEET NO. 21.6
CANCELS ORIGINAL SHEET NO. 21.6

26. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless OEU, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

- a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of OEU.
- b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, OEU's electrical distribution system, irrespective of any fault on the part of OEU.
- c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

27. Customer shall not have the right to assign its benefits or obligations under this Agreement without OEU's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to OEU at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

28. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between OEU and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days' notice of its intent to terminate this Agreement.

(Continued on Sheet No. 21.7)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.6)

FIRST REVISED SHEET NO. 21.7
CANCELS ORIGINAL SHEET NO. 21.7

29. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and OEU's tariff as it may be modified, changed, or amended from time to time, including any amendments modification or changes to OEU's Net-Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and OEU agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Marion County, Florida, and OEU and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of OEU's electrical distribution system.

30. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by OEU, including OEU's Net-Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

31. OEU and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, OEU and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement, which complies with the amended statutes/rules.

(Continued on Sheet No. 21.8)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.7)

FIRST REVISED SHEET NO. 21.8
CANCELS ORIGINAL SHEET NO. 21.8

32. Customer acknowledges that its provision of electricity to OEU hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to OEU pursuant to the OEU's Net-Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating OEU customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on the OEU system.

33. This Agreement is solely for the benefit of OEU and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than OEU or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon OEU and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by OEU of the sovereign immunity applicable to OEU as established by Florida Statutes, 768.28.

(Continued on Sheet No. 21.9)

Issued by: Michael Poucher, P.E.
Electric Utility Director

Effective: October 1, 2019

OCALA ELECTRIC UTILITY
OCALA, FLORIDA
(Continued from Sheet No. 21.8)

FIRST REVISED SHEET NO. 21.9
CANCELS ORIGINAL SHEET NO. 21.9

IN WITNESS WHEREOF, Customer and OEU have executed this Agreement the day and year first above written.

City of Ocala Electric Utility:

Customer:

By: DocuSigned by:
Janice Mitchell
55198D43B56A4E1...

By: KATHY P. KUHN S
(Print Name)
Kathy P. Kuhn
(Signature)

Title: CFO

Date: 5/4/2023

Date: 4-19-2023

City of Ocala Electric Utility Account Number:

516/36 - 105 796

Approved as to form and legality:

DocuSigned by:
William E. Sexton
8070CFC4E88C4D9...
William E. Sexton
City Attorney

Certificate Of Completion

Envelope Id: 79361C8C5C1A4A5D9E2B130FFE96DE25

Status: Completed

Subject: Tri-Party Net Metering Agreement (Kathy Kuhns) [ELE/230481]

Source Envelope:

Document Pages: 27

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Jamil Ramirez

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

jramirez@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

5/3/2023 3:45:42 PM

Holder: Jamil Ramirez

jramirez@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 5/3/2023 3:47:59 PM

Viewed: 5/3/2023 5:18:29 PM

Signed: 5/3/2023 5:20:58 PM

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Janice Mitchell

jmittell@ocalafl.org

CFO

Security Level: Email, Account Authentication
(None)

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Using IP Address: 216.255.240.104

Sent: 5/3/2023 5:20:59 PM

Viewed: 5/4/2023 7:41:38 AM

Signed: 5/4/2023 7:43:55 AM

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Accepted: 5/4/2023 7:41:38 AM

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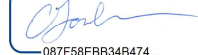
Chris Gowder

chris.gowder@fmpa.com

VP of IT/OT and System Ops

Security Level: Email, Account Authentication
(None)

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087F58EBB34B474...

Signature Adoption: Uploaded Signature Image

Using IP Address: 38.77.131.2

Sent: 5/4/2023 7:43:57 AM

Viewed: 5/4/2023 8:59:48 AM

Signed: 5/4/2023 9:00:04 AM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2023 8:59:48 AM

ID: ce8d3028-7640-49f3-8547-e3599f853929

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/3/2023 3:47:59 PM
Certified Delivered	Security Checked	5/4/2023 8:59:48 AM
Signing Complete	Security Checked	5/4/2023 9:00:04 AM
Completed	Security Checked	5/4/2023 9:00:04 AM
Payment Events	Status	Timestamps
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