#230260

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: Eugene Clinton

Mailing Address: 2108 NW 35th St

City: Ocala State: FL Zip Code: 34475

Phone Number: 352-843-2723 Alternate Phone Number: 352-451-8888

Email Address: eugeneclinton@gmail.com Fax Number: _____

Ocala Electric Utility Customer Account Number: 560155244557

2. RGS Facility Information

Facility Location: Rooftop - 2108 NW 35th St Ocala FL 34475

Ocala Electric Utility Customer Account Number: 560155244557

RGS Manufacturer: Silfab / Enphase

Manufacturer's Address: Silfab: 800 Cornwall Ave., Bellingham, WA 98225
Enphase: 47281 Bayside Pkwy, Fremont, CA 94538

Reference or Model Number: Silfab SIL-370HC / Enphase IQ7PLUS-72-2-US

Serial Number: Multiple

(Continued on Sheet No.19.1)

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

Effective: October 1, 2019

Doc ID: 56288a147306cb6582cdfbcec72b8b0c11e586d1

3. Facility Rating Information

Gross Power Rating: 16.983 kWAC ("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 PV

Anticipated In- Service Date: ASAP

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)

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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: Eugene Clinton Date: 01/18/2023
(Print Name)

(Signature)

Doc ID: 56288a147306cb6582cdfbcec72b8b0c11e586d1

State Farm Florida Insurance Company
A Stock Company With Home Offices in Winter Haven, Florida

Po Box 2356
Bloomington IL 61702-2356

AT1 H-19-6758-FB0E F H W
3201
CLINTON, PALMER & EUGENE
2106 NW 35TH ST
OCALA FL 34475-4205

DECLARATIONS

AMENDED DEC 16 2022

AMOUNT DUE: **None**
Payment is due by **BILLED THRU SFPP**

Policy Number: 80-B5-G095-0

Policy Period: 12 Months
Effective Dates: AUG 17 2022 to AUG 17 2023
The policy period begins and ends at 12:01 am standard time at the residence premises.

HOMEOWNERS POLICY

Location of Residence Premises
2108 NW 35TH ST
OCALA FL 34475-4205

Your State Farm Agent
ANGIE LEWIS
416 E FORT KING ST
OCALA FL 34471-2240

Phone: (352) 291-2444

Construction: Masonry
Year Built: 2017

Roof Material: Composition Shingle
Roof Installation Year: 2017

Automatic Renewal
If the **POLICY PERIOD** is shown as **12 MONTHS,** this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

3201 19
001219 H
60

IMPORTANT MESSAGES

Your policy is amended DEC 16 2022
INSURED NAME AND/OR ADDRESS CHANGE

PREMIUM

Endorsement Premium NONE
Your premium has already been adjusted by the following:
Home Alert
Home/Auto
Utility Rating Cr
Bldg Code Rating
Wind Mitigation
Loyal Customer

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StateFarm

NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS
CLINTON, PALMER & EUGENE	

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	$ 633,400
Other Structures	$ 63,340
B Personal Property	$ 475,050
C Loss of Use	$ 190,020
Additional Coverages	
Arson Reward	$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	$1,000
Debris Removal	Additional 5% available/$1,000 tree debris
Fire Department Service Charge	$500 per occurrence
Fuel Oil Release	$10,000
Locks and Remote Devices	$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	$ 1,000,000
Damage to the Property of Others	$ 1,000
M Medical Payments to Others (Each Person)	$ 5,000

DEC 23 2022

INFLATION

Inflation Coverage Index: 318.3

DEDUCTIBLES

Section I Deductible	Deductible Amount
Hurricane 2%	**$ 12,668**
Other Losses	$ 2,000

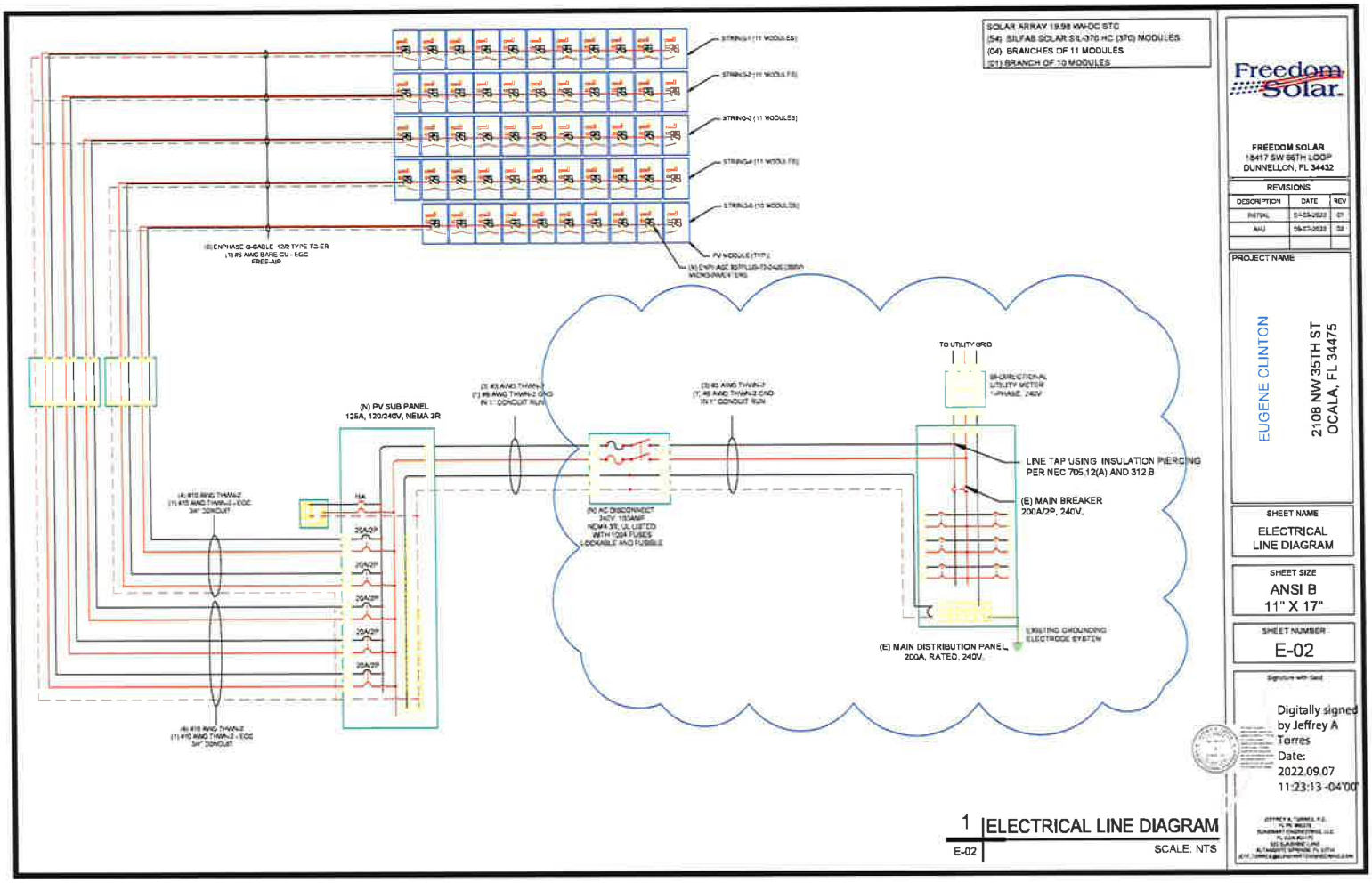
LOSS SETTLEMENT PROVISIONS

A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

oIF1081A

HO 3000

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1 ELECTRICAL LINE DIAGRAM
E-02 SCALE: NTS

Freedom Solar

FREEDOM SOLAR
15417 SW 66TH LOOP
DUNNELLON, FL 34432

REVISIONS		
DESCRIPTION	DATE	REV
INITIAL	01-03-2022	01
AHJ	09-07-2022	02

PROJECT NAME
EUGENE CLINTON
2108 NW 35TH ST
OCALA, FL 34475

SHEET NAME
ELECTRICAL
LINE DIAGRAM

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-02

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Date: 2022.09.07 11:23:13 -04'00'

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SOLAR MODULE SPECIFICATIONS	
MANUFACTURER / MODEL #	SILFAB SOLAR SIL-370 HC (370W) MODULES
VMP	34.95V
IMP	10.60A
VOC	41.75V
ISC	11.25A
MODULE DIMENSION	69.4"L x 40.9"W x 1.37"D (In Inch)

INVERTER SPECIFICATIONS	
MANUFACTURER / MODEL #	ENPHASE IQ7PLUS-72-2-US MICRO-INVERTERS
MPPT VOLTAGE RANGE	27-45V
MAXIMUM INPUT VOLTAGE	60V
MAXIMUM UNIT PER BRANCH	13
MAXIMUM OUTPUT CURRENT	1.21A
CEC WEIGHTED EFFICIENCY	97%

AMBIENT TEMPERATURE SPECS	
RECORD LOW TEMP	-6°
AMBIENT TEMP (HIGH TEMP 2%)	34°
CONDUIT MINIMUM HEIGHT FROM ROOF	0.5"
CONDUCTOR TEMPERATURE RATING	90°
MODULE TEMPERATURE COEFFICIENT OF Voc	-0.28%/°C

AC CONDUCTOR AMPACITY CALCULATIONS: ARRAY TO JUNCTION BOX

EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE (310.15)(B)(2)(a)	0.96
# OF CURRENT CARRYING CONDUCTORS	N/A
# OF C.C. CONDUCTORS CORRECTION PER NEC 310.15(B)(3)(a)	1.00
CIRCUIT CONDUCTOR SIZE	12 AWG
CIRCUIT CONDUCTOR AMPACITY	30A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A) & (B)	16.64A
1.25 x MAX AC OUTPUT x MAX # OF MICROINVERTERS/CIRCUIT	
DERATED CIRCUIT CONDUCTOR AMPACITY	28.80A
Result should be greater than (16.64A)	

AC CONDUCTOR AMPACITY CALCULATIONS: FROM JUNCTION BOX TO PV COMBINER PANEL

EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE (310.15)(B)(2)(a)	0.96
# OF CURRENT CARRYING CONDUCTORS	6
# OF C.C. CONDUCTORS CORRECTION PER NEC 310.15(B)(3)(a)	0.80
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A) & (B)	16.64A
1.25 x MAX AC OUTPUT x MAX # OF MICROINVERTERS/CIRCUIT	
DERATED CIRCUIT CONDUCTOR AMPACITY	30.72A
Result should be greater than (16.64A)	

AC CONDUCTOR AMPACITY CALCULATIONS: FROM PV COMBINER PANEL TO ACDS

EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE (310.15)(B)(2)(a)	0.96
# OF CURRENT CARRYING CONDUCTORS	3
# OF C.C. CONDUCTORS CORRECTION PER NEC 310.15(B)(3)(a)	1.00
CIRCUIT CONDUCTOR SIZE	4 AWG
CIRCUIT CONDUCTOR AMPACITY	95A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A) & (B)	81.68A
1.25 x MAX AC OUTPUT x TOTAL # OF MICROINVERTERS	
DERATED CIRCUIT CONDUCTOR AMPACITY	91.20A
Result should be greater than (81.68A)	

AC CONDUCTOR AMPACITY CALCULATIONS: FROM ACDS TO TAPS:

EXPECTED WIRE TEMP (In Celsius)	34°
TEMP. CORRECTION PER TABLE (310.15)(B)(2)(a)	0.96
# OF CURRENT CARRYING CONDUCTORS	3
# OF C.C. CONDUCTORS CORRECTION PER NEC 310.15(B)(3)(a)	1.00
CIRCUIT CONDUCTOR SIZE	4 AWG
CIRCUIT CONDUCTOR AMPACITY	95A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A) & (B)	81.68A
1.25 x MAX AC OUTPUT x TOTAL # OF MICROINVERTERS	
DERATED CIRCUIT CONDUCTOR AMPACITY	91.20A
Result should be greater than (81.68A)	

ELECTRICAL NOTES

1.) ALL EQUIPMENT SHALL BE LISTED BY UL OR OTHER NRTL, AND LABELED FOR ITS APPLICATION.
2.) ALL CONDUCTORS SHALL BE COPPER, RATED FOR 600 V AND 90°C WET ENVIRONMENT.
3.) WIRING, CONDUIT, AND RACEWAYS MOUNTED ON ROOFTOPS SHALL BE ROUTED DIRECTLY TO, AND LOCATED AS CLOSE AS POSSIBLE TO THE NEAREST RIDGE, HIP, OR VALLEY.
4.) WORKING CLEARANCES AROUND ALL NEW AND EXISTING ELECTRICAL EQUIPMENT SHALL COMPLY WITH NEC 110.26.
5.) DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEM. CONTRACTOR SHALL FURNISH ALL NECESSARY OUTLETS, SUPPORTS, FITTINGS AND ACCESSORIES TO MEET APPLICABLE CODES AND STANDARDS.
6.) WHERE SIZES OF JUNCTION BOXES, RACEWAYS, AND CONDUITS ARE NOT SPECIFIED, THE CONTRACTOR SHALL SIZE THEM ACCORDINGLY.
7.) ALL WIRE TERMINATIONS SHALL BE APPROPRIATELY LABELED AND ACCESSIBLE.
8.) INSTALL MODULE AND RACKING GROUNDING HARDWARE PER MANUFACTURER'S INSTRUCTION.

1 | WIRING CALCULATIONS
E-03 | SCALE: NTS

Freedom Solar

FREEDOM SOLAR
18417 SW 96TH LOOP
DUNNELLON, FL 34432

REVISIONS		
DESCRIPTION	DATE	REV
INITIAL	5/4/2022	01
AHJ	09-07-2022	02

PROJECT NAME
EUGENE CLINTON
2108 NW 35TH ST
OCALA, FL 34475

SHEET NAME
WIRING CALCULATIONS

SHEET SIZE
ANSI B
11" X 17"

SHEET NUMBER
E-03

Signature with Seal

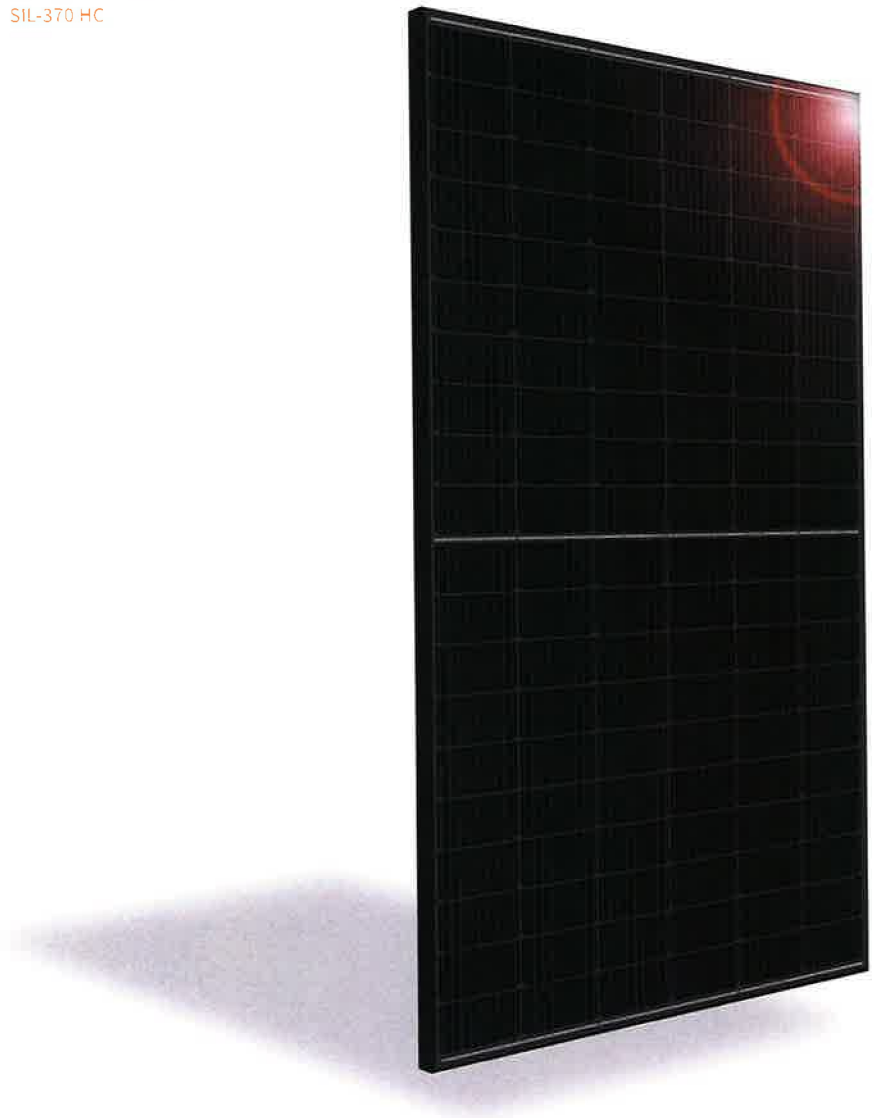
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SILFAB PRIME

SIL-370 HC

SILFAB SOLAR™



RELIABLE ENERGY.
DIRECT FROM THE SOURCE.

Introducing Silfab Prime.

Designed to outperform.

Dependable, durable, high-performance solar panels engineered for North American homeowners.

SILFABSOLAR.COM

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ELECTRICAL SPECIFICATIONS		370	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	370	276
Maximum power voltage (Vpmax)	V	34.95	32.48
Maximum power current (Ipmax)	A	10.60	8.50
Open circuit voltage (Voc)	V	41.75	39.16
Short circuit current (Isc)	A	11.25	9.07
Module efficiency	%	20.2%	18.9%
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	19.5kg ±0.2kg	43lbs ±0.4lbs
Dimensions (H x L x D)	1762 mm x 1037 mm x 35 mm	69.4 in x 40.8 in x 1.37 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8 lb/ft² rear load / 112.8 lb/ft² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	120 Half cells - Si mono PERC 9 busbar - 83 x 166 mm	120 Half cells- Si mono PERC 9 busbar - 3.26 x 6.53 in
Glass	3.2 mm high transmittance, tempered, DSM antireflective coating	0.126 in high transmittance, tempered, DSM antireflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, MC4 from Staubli	53.15 in, ø 0.22 in (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated	

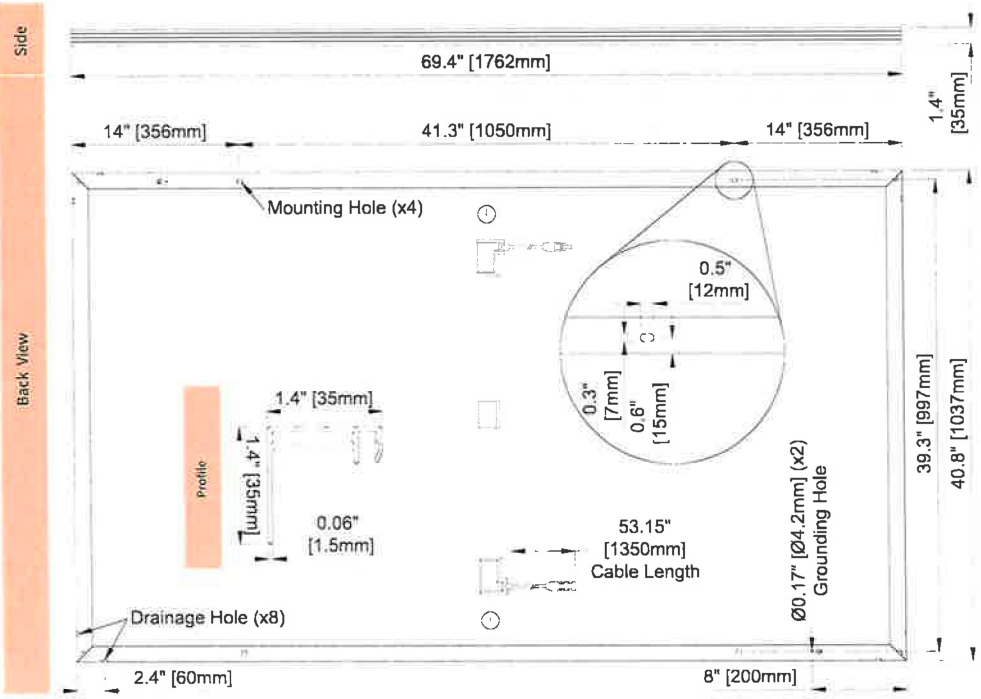
TEMPERATURE RATINGS	
Temperature Coefficient Isc	+0.064 %/°C
Temperature Coefficient Voc	-0.28 %/°C
Temperature Coefficient Pmax	-0.36 %/°C
NOCT (± 2°C)	45 °C
Operating temperature	-40/+85 °C

WARRANTIES	
Module product workmanship warranty	25 years**
Linear power performance guarantee	30 years
	≥ 97.1% end 1st yr ≥ 91.6% end 12th yr ≥ 85.1% end 25th yr ≥ 82.6% end 30th yr

CERTIFICATIONS	
Product	ULC ORD C1703, UL1703, CEC listed, UL 61215-1/-2, UL 61730-1/-2, IEC 61215-1/-2. IEC 61730-1/-2, CSA C22.2#61730-1/-2, IEC 62716 Ammonia Corrosion; IEC61701:2011 Salt Mist Corrosion Certifed, UL Fire Rating: Type 2
Factory	ISO9001:2015

SHIPPING SPECS	
Modules Per Pallet:	26 or 26 (California)
Pallets Per Truck	34 or 32 (California)
Modules Per Truck	884 or 832 (California)

* ⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.
** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com
PAN files generated from 3rd party performance data are available for download at: silfabsolar.com/downloads



SILFAB SOLAR INC.

800 Cornwall Ave
Bellingham WA 98225 USA
T +1 360.569.4733
info@silfabsolar.com
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Burlington WA 98233 USA
T +1 360.569.4733

240 Courtneypark Drive East
Mississauga ON L5T 2Y3 Canada
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Silfab - SIL-370-HC-20220216

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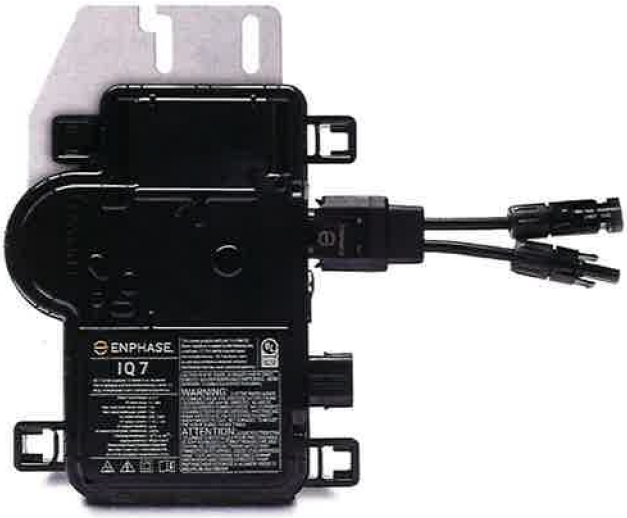
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Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™** and **Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell/120 half-cell and 72-cell/144 half-cell* modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)

* The IQ 7+ Micro is required to support 72-cell/144 half-cell modules.

UL CERTIFIED

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

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Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US	IQ7PLUS-72-2-US
Commonly used module pairings[1]	235 W - 350 W +	235 W - 440 W +
Module compatibility	60-cell/120 half-cell PV modules only	60-cell/120 half-cell and 72-cell/144 half-cell PV modules
Maximum input DC voltage	48 V	60 V
Peak power tracking voltage	27 V - 37 V	27 V - 45 V
Operating range	16 V - 48 V	16 V - 60 V
Min/Max start voltage	22 V / 48 V	22 V / 60 V
Max DC short circuit current (module Isc)	15 A	15 A
Overvoltage class DC port	II	II
DC port backfeed current	0 A	0 A
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit	

OUTPUT DATA (AC)	IQ 7 Microinverter		IQ 7+ Microinverter	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range[2]	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit[3]	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	18 mA		18 mA	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	

EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %

MECHANICAL DATA	
Ambient temperature range	-40°C to +65°C
Relative humidity range	4% to 100% (condensing)
Connector type	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)
Dimensions (HxWxD)	212 mm x 175 mm x 30.2 mm (without bracket)
Weight	1.08 kg (2.38 lbs)
Cooling	Natural convection - No fans
Approved for wet locations	Yes
Pollution degree	PD3
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure
Environmental category / UV exposure rating	NEMA Type 6 / outdoor

FEATURES	
Communication	Power Line Communication (PLC)
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC 2014, NEC 2017, and NEC 2020 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.

1. No enforced DC/AC ratio. See the compatibility calculator at https://enphase.com/en-us/support/module-compatibility.
2. Nominal voltage range can be extended beyond nominal if required by the utility.
3. Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

To learn more about Enphase offerings, visit **enphase.com**

ENPHASE

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Tri-Party Net-Metering Power Purchase Agreement

This Tri-Party Net-Metering Power Purchase Agreement (this "Agreement") is entered into this 18th day of January, 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 Eugene Clinton, 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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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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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)

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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)

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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)

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

City of Ocala Electric Utility
By: Ken Whitehead
Title: Asst. City Manager
Date: 02 / 22 / 2023

Florida Municipal Power Agency
By: [signature]
Title: VP of IT/OT & Sys Ops
Date: 02 / 22 / 2023

Customer
By: Eugene Clinton
(Print Name)
[signature]
(Signature)
Date: 01 | 18 | 2023

Customer's City of Ocala Electric Utility Account Number: 560155244557

Approved as to form and legality:

William E. Sexton
William E. Sexton
City Attorney

(Continued on Sheet No. 20.6)

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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.

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Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this 18th day of January, 2023, by and between Eugene Clinton, (hereinafter called "**Customer**"), located at 2108 NW 35th St in Ocala, Florida, and the City of Ocala doing business as Ocala Electric Utility (hereafter called "**OEU**"), a body politic. Customer and OEU shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place: 2108 NW 35th St Ocala FL 34475.

WITNESSETH

Whereas, a Tier 2 Renewable Generation System (RGS) is an electric generating system that uses one or of 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 more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 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 parts of the City of Ocala and Marion County; 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 indentified above; and

Whereas, the City of Ocala and the Florida Municipal Power Agency (hereinafter called "FMPA") have entered into the All-Requirements Power Supply Contract pursuant to which OEU has agreed to purchase and receive, and FMPA has agreed to sell and supply OEU with all energy and capacity necessary to operate OEU's 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, FMPA, 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, 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;

(Continued on Sheet No. 22.1)

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

1. The Customer shall be required to enter into a Tri-Party Net-Metering Purchase Power Agreement with FMPA and 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 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 2 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. In no case should modifications to the RGS be made such that the GPR increases above the 100 kilowatts (100 kW) limit.

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 be required to pay a non-refundable application fee of $375 for the review and processing of the application.

6. The Customer shall fully comply with OEU's Rules and Regulations and Electric Service Specifications as those documents may be amended or revised by OEU 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.*

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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.

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 OEU 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.

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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 a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the OEU system upon a loss of OEU 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 which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then 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's 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's electric 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's electric 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 electric system such that back feed from the customer-owned renewable generation system to OEU's electric 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.

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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 Sections 18 and 19, 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 million dollars ($1,000,000.00).

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 also 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.

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 OUS 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.

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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 utility system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility 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 utility system due to the operation of the Customer's generation or protective equipment as determined by OEU.
d. Adverse electrical effects (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.

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.

(Continued on Sheet No. 22.6)

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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, contractors (and any subcontractor or material supplier thereof), agents 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.

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

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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 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.

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 2.5 percent (%) of the aggregate customer peak demand on OEU's electric 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. 22.8)

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

OUS:

By: Ken Whitehead

Title: Asst. City Manager

Date: 02 / 22 / 2023

Customer:

By: Eugene Clinton
(Print Name)

(Signature)

Date: 01/18/23

City of Ocala Electric Utility Account Number:
560155244557

Approved as to form and legality:

William E. Sexton

William E. Sexton
City Attorney

Doc ID: 56288a147306cb6582cdfbcec72b8b0c11e586d1

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Audit trail

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Status	Signed

Document History

SENT	**02 / 15 / 2023** 17:20:13 UTC-5	Sent for signature to William E. Sexton (wsexton@ocalafl.org), Ken Whitehead (kwhitehead@ocalafl.org) and Florida Municipal Power Agency (chris.gowder@fmpa.com) from slewis@ocalafl.org IP: 216.255.240.104
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COMPLETED	**02 / 22 / 2023** 15:15:14 UTC-5	The document has been completed.