

# 230473

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: Anita N Stivers

Mailing Address: 605 NE 45th Ct.

City: Ocala State: FL Zip Code: 34470

Phone Number: 813-690-1757 Alternate Phone Number: \_\_\_\_\_

Email Address: anc\_stivers@yahoo.com Fax Number: \_\_\_\_\_

Ocala Electric Utility Customer Account Number: 534033-234071

**2. RGS Facility Information**

Facility Location: 605 NE 45th Ct. Ocala, FL 34470

Ocala Electric Utility Customer Account Number: 534033-234071

RGS Manufacturer: LSCI, Inc

Manufacturer's Address: 7300 Bryan Dairy Rd. #400

Largo, FL 33777

Reference or Model Number: Panels: Hanwha Q.PEAK DUO BLK-G10+365 Microinverters: Enphase IQ8Plus-72-2-US

Serial Number: \_\_\_\_\_

(Continued on Sheet No.19.1)

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

Effective: October 1, 2019

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### 3. Facility Rating Information

Gross Power Rating: 4.03 ("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: 3/16/23

### 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.

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Electric Utility Director

Effective: October 1, 2019

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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 3<sup>rd</sup> 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: Anita N. Stivers Date: 24 February 2023  
(Print Name)

Anita N. Stivers  
(Signature)

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

Effective: October 1, 2019

## Updated USAA Insurance Policy Summary

From: USAA (usaa.customer.service@mailcenter.usaa.com)

To: anc\_stivers@yahoo.com

Date: Monday, February 20, 2023 at 12:04 PM EST

To ensure delivery to your inbox, please add [USAA.Customer.Service@mailcenter.usaa.com](mailto:USAA.Customer.Service@mailcenter.usaa.com) to your address book.



## Changes to USAA Homeowners Insurance Policy Summary

We're writing to provide the following summary of the updated homeowners policy information:

**Effective date of change:** February 21, 2023 12:01 a.m. local time  
**Policy expiration date:** June 28, 2023 12:01 a.m. local time  
**Policy location:** 605 NE 45TH CT, OCALA, FL 34470  
**Policy number:** USAA 029007209 90A  
**Named Insured:** ANITA NORINE STIVERS

### Description of coverage(s)

<b>Dwelling coverage:</b>	\$375,000
<b>Home Protector:</b>	Included
<b>Personal belongings:</b>	\$187,500
<b>Personal liability:</b>	\$1,000,000
<b>Medical payments:</b>	\$5,000

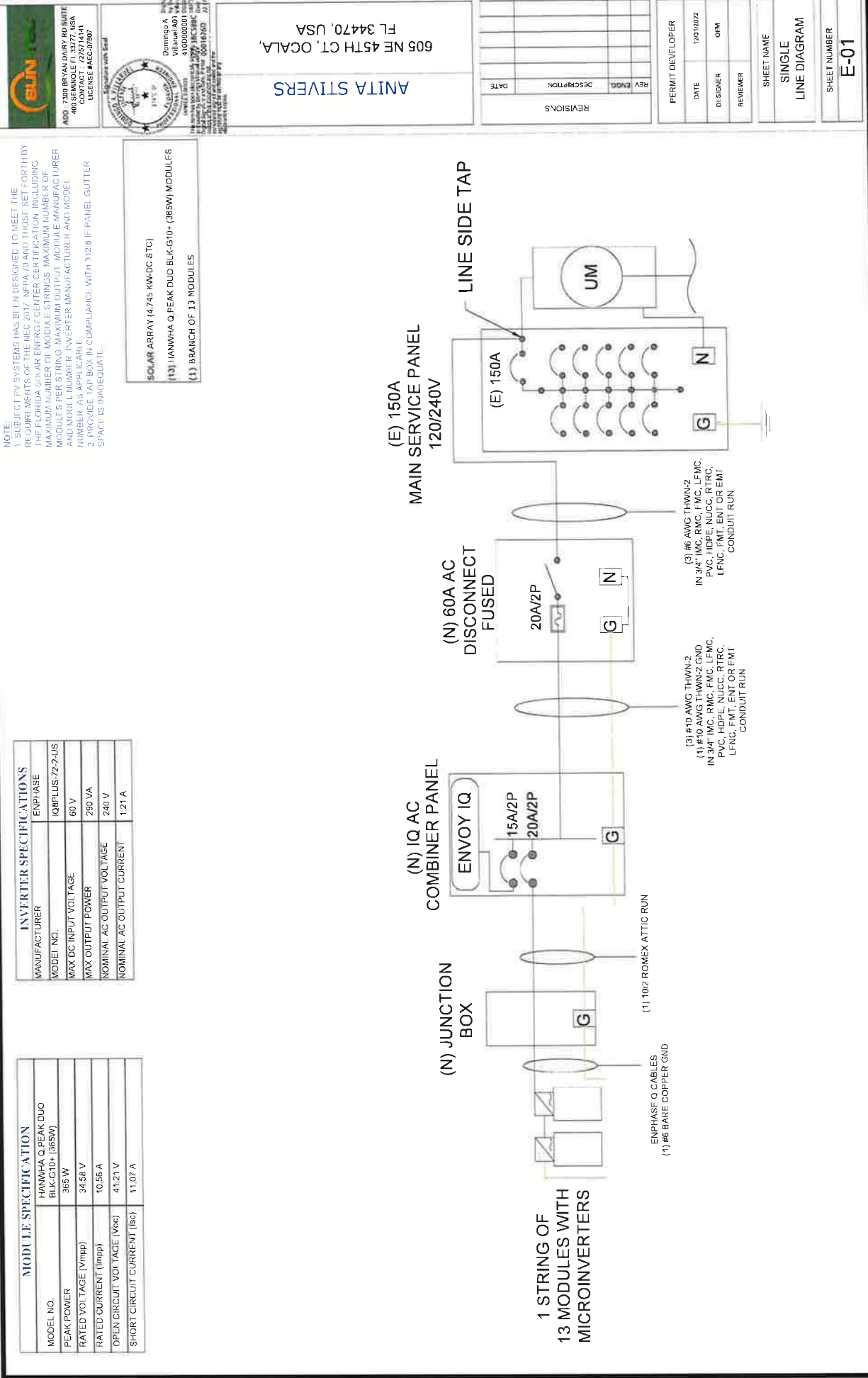
### Deductible(s)


<b>Hurricane:</b>	\$7,500 (2.0%)
<b>All other perils:</b>	\$2,000

**Revised Annual Premium:** \$2,017.22

**Mortgage clause:** BANK OF AMERICA, NA  
ITS SUCCESSORS AND/OR ASSIGNS. A.T.I.M.A.  
PO BOX 961291  
FORT WORTH, TX 76161-0291







## Q.PEAK DUO BLK-G10+

### 350-370

ENDURING HIGH PERFORMANCE

**QUALITY CERTIFIED**

**25 YEAR WARRANTY**

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**THE MOST THOROUGH TESTING PROGRAMME IN THE INDUSTRY**

Q CELLS is the first solar module manufacturer to receive the most comprehensive quality programme certification. This gives Q CELLS and PV the independent certification status as TÜV Rheinland

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Optimise yields, whatever the weather with excellent low light and temperature coefficients

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Highest of rain and snow, freeze, hail, fire, high snow (100Pa) and vent loads (1000Pa)

**A RELIABLE INVESTMENT**

Increased 25 year product warranty and 25-year lifetime performance guarantee

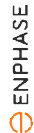
**THE IDEAL SOLUTION FOR:**

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- COMMERCIAL BUILDINGS
- INDUSTRIAL FACILITIES



**Q CELLS**

Engineered in Germany



## IQ8 Series Microinverters

Our newest IQ8 Microinverters are the industry's first microgrid-forming, software-defined microinverters with split-phase power conversion capability to convert DC power to AC power efficiently. The brain of the semiconductor-based microinverter is our proprietary application-specific integrated circuit (ASIC) which 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, alleviating constraints on battery string for home energy systems.



Part of the Enphase Energy System, IQ8 Series Microinverters integrate with the Enphase IQ Gateway, Enphase AC Gateway, and the Enphase App monitoring and analysis software.



Can be installed quickly and easily to PV, Rapid Shutdown Equipment and can be used with various inverters, when installed according to manufacturer's instructions.



IQ8 Series Microinverters redefine reliability standards with more than one million standard hours of power-on testing, 25,000 hours of power-on testing, and a 25-year warranty.



IQ8 Series Microinverters are UL Listed as PV-Rated Split-Phase Equipment and can be used with various inverters, when installed according to manufacturer's instructions.

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IQ8SE-35-0701-01 EN-US-2021-10-19

DATA SHEET

- ### Easy to install
- Lightweight and compact with plug-in play connectors
  - Power Line Communication (PLC) between components
  - Faster installation with simple two-wire cabling

- ### High productivity and reliability
- Produce power even when the grid is down
  - More than one million cumulative hours of testing
  - Class II double-insulated enclosure
  - Optimized for the latest high-powered PV modules

- ### Microgrid-forming
- Complies with the latest advanced grid support
  - Remote automatic updates for the latest grid requirements
  - Configurable to support a wide range of grid profiles
  - Meets CA Rule 21 (UL 1741-SA) requirements

## IQ8 Series Microinverters

INPUT DATA	104-107-015	104-107-016	104-107-017	104-107-018	104-107-019	104-107-020	104-107-021	104-107-022	104-107-023	104-107-024	104-107-025	104-107-026	104-107-027	104-107-028	104-107-029	104-107-030	104-107-031	104-107-032	104-107-033	104-107-034	104-107-035	104-107-036	104-107-037	104-107-038	104-107-039	104-107-040	104-107-041	104-107-042	104-107-043	104-107-044	104-107-045	104-107-046	104-107-047	104-107-048	104-107-049	104-107-050	104-107-051	104-107-052	104-107-053	104-107-054	104-107-055	104-107-056	104-107-057	104-107-058	104-107-059	104-107-060	104-107-061	104-107-062	104-107-063	104-107-064	104-107-065	104-107-066	104-107-067	104-107-068	104-107-069	104-107-070	104-107-071	104-107-072	104-107-073	104-107-074	104-107-075	104-107-076	104-107-077	104-107-078	104-107-079	104-107-080	104-107-081	104-107-082	104-107-083	104-107-084	104-107-085	104-107-086	104-107-087	104-107-088	104-107-089	104-107-090	104-107-091	104-107-092	104-107-093	104-107-094	104-107-095	104-107-096	104-107-097	104-107-098	104-107-099	104-107-100	104-107-101	104-107-102	104-107-103	104-107-104	104-107-105	104-107-106	104-107-107	104-107-108	104-107-109	104-107-110	104-107-111	104-107-112	104-107-113	104-107-114	104-107-115	104-107-116	104-107-117	104-107-118	104-107-119	104-107-120	104-107-121	104-107-122	104-107-123	104-107-124	104-107-125	104-107-126	104-107-127	104-107-128	104-107-129	104-107-130	104-107-131	104-107-132	104-107-133	104-107-134	104-107-135	104-107-136	104-107-137	104-107-138	104-107-139	104-107-140	104-107-141	104-107-142	104-107-143	104-107-144	104-107-145	104-107-146	104-107-147	104-107-148	104-107-149	104-107-150	104-107-151	104-107-152	104-107-153	104-107-154	104-107-155	104-107-156	104-107-157	104-107-158	104-107-159	104-107-160	104-107-161	104-107-162	104-107-163	104-107-164	104-107-165	104-107-166	104-107-167	104-107-168	104-107-169	104-107-170	104-107-171	104-107-172	104-107-173	104-107-174	104-107-175	104-107-176	104-107-177	104-107-178	104-107-179	104-107-180	104-107-181	104-107-182	104-107-183	104-107-184	104-107-185	104-107-186	104-107-187	104-107-188	104-107-189	104-107-190	104-107-191	104-107-192	104-107-193	104-107-194	104-107-195	104-107-196	104-107-197	104-107-198	104-107-199	104-107-200	104-107-201	104-107-202	104-107-203	104-107-204	104-107-205	104-107-206	104-107-207	104-107-208	104-107-209	104-107-210	104-107-211	104-107-212	104-107-213	104-107-214	104-107-215	104-107-216	104-107-217	104-107-218	104-107-219	104-107-220	104-107-221	104-107-222	104-107-223	104-107-224	104-107-225	104-107-226	104-107-227	104-107-228	104-107-229	104-107-230	104-107-231	104-107-232	104-107-233	104-107-234	104-107-235	104-107-236	104-107-237	104-107-238	104-107-239	104-107-240	104-107-241	104-107-242	104-107-243	104-107-244	104-107-245	104-107-246	104-107-247	104-107-248	104-107-249	104-107-250	104-107-251	104-107-252	104-107-253	104-107-254	104-107-255	104-107-256	104-107-257	104-107-258	104-107-259	104-107-260	104-107-261	104-107-262	104-107-263	104-107-264	104-107-265	104-107-266	104-107-267	104-107-268	104-107-269	104-107-270	104-107-271	104-107-272	104-107-273	104-107-274	104-107-275	104-107-276	104-107-277	104-107-278	104-107-279	104-107-280	104-107-281	104-107-282	104-107-283	104-107-284	104-107-285	104-107-286	104-107-287	104-107-288	104-107-289	104-107-290	104-107-291	104-107-292	104-107-293	104-107-294	104-107-295	104-107-296	104-107-297	104-107-298	104-107-299	104-107-300	104-107-301	104-107-302	104-107-303	104-107-304	104-107-305	104-107-306	104-107-307	104-107-308	104-107-309	104-107-310	104-107-311	104-107-312	104-107-313	104-107-314	104-107-315	104-107-316	104-107-317	104-107-318	104-107-319	104-107-320	104-107-321	104-107-322	104-107-323	104-107-324	104-107-325	104-107-326	104-107-327	104-107-328	104-107-329	104-107-330	104-107-331	104-107-332	104-107-333	104-107-334	104-107-335	104-107-336	104-107-337	104-107-338	104-107-339	104-107-340	104-107-341	104-107-342	104-107-343	104-107-344	104-107-345	104-107-346	104-107-347	104-107-348	104-107-349	104-107-350	104-107-351	104-107-352	104-107-353	104-107-354	104-107-355	104-107-356	104-107-357	104-107-358	104-107-359	104-107-360	104-107-361	104-107-362	104-107-363	104-107-364	104-107-365	104-107-366	104-107-367	104-107-368	104-107-369	104-107-370	104-107-371	104-107-372	104-107-373	104-107-374	104-107-375	104-107-376	104-107-377	104-107-378	104-107-379	104-107-380	104-107-381	104-107-382	104-107-383	104-107-384	104-107-385	104-107-386	104-107-387	104-107-388	104-107-389	104-107-390	104-107-391	104-107-392	104-107-393	104-107-394	104-107-395	104-107-396	104-107-397	104-107-398	104-107-399	104-107-400	104-107-401	104-107-402	104-107-403	104-107-404	104-107-405	104-107-406	104-107-407	104-107-408	104-107-409	104-107-410	104-107-411	104-107-412	104-107-413	104-107-414	104-107-415	104-107-416	104-107-417	104-107-418	104-107-419	104-107-420	104-107-421	104-107-422	104-107-423	104-107-424	104-107-425	104-107-426	104-107-427	104-107-428	104-107-429	104-107-430	104-107-431	104-107-432	104-107-433	104-107-434	104-107-435	104-107-436	104-107-437	104-107-438	104-107-439	104-107-440	104-107-441	104-107-442	104-107-443	104-107-444	104-107-445	104-107-446	104-107-447	104-107-448	104-107-449	104-107-450	104-107-451	104-107-452	104-107-453	104-107-454	104-107-455	104-107-456	104-107-457	104-107-458	104-107-459	104-107-460	104-107-461	104-107-462	104-107-463	104-107-464	104-107-465	104-107-466	104-107-467	104-107-468	104-107-469	104-107-470	104-107-471	104-107-472	104-107-473	104-107-474	104-107-475	104-107-476	104-107-477	104-107-478	104-107-479	104-107-480	104-107-481	104-107-482	104-107-483	104-107-484	104-107-485	104-107-486	104-107-487	104-107-488	104-107-489	104-107-490	104-107-491	104-107-492	104-107-493	104-107-494	104-107-495	104-107-496	104-107-497	104-107-498	104-107-499	104-107-500	104-107-501	104-107-502	104-107-503	104-107-504	104-107-505	104-107-506	104-107-507	104-107-508	104-107-509	104-107-510	104-107-511	104-107-512	104-107-513	104-107-514	104-107-515	104-107-516	104-107-517	104-107-518	104-107-519	104-107-520	104-107-521	104-107-522	104-107-523	104-107-524	104-107-525	104-107-526	104-107-527	104-107-528	104-107-529	104-107-530	104-107-531	104-107-532	104-107-533	104-107-534	104-107-535	104-107-536	104-107-537	104-107-538	104-107-539	104-107-540	104-107-541	104-107-542	104-107-543	104-107-544	104-107-545	104-107-546	104-107-547	104-107-548	104-107-549	104-107-550	104-107-551	104-107-552	104-107-553	104-107-554	104-107-555	104-107-556	104-107-557	104-107-558	104-107-559	104-107-560	104-107-561	104-107-562	104-107-563	104-107-564	104-107-565	104-107-566	104-107-567	104-107-568	104-107-569	104-107-570	104-107-571	104-107-572	104-107-573	104-107-574	104-107-575	104-107-576	104-107-577	104-107-578	104-107-579	104-107-580	104-107-581	104-107-582	104-107-583	104-107-584	104-107-585	104-107-586	104-107-587	104-107-588	104-107-589	104-107-590	104-107-591	104-107-592	104-107-593	104-107-594	104-107-595	104-107-596	104-107-597	104-107-598	104-107-599	104-107-600	104-107-601	104-107-602	104-107-603	104-107-604	104-107-605	104-107-606	104-107-607	104-107-608	104-107-609	104-107-610	104-107-611	104-107-612	104-107-613	104-107-614	104-107-615	104-107-616	104-107-617	104-107-618	104-107-619	104-107-620	104-107-621	104-107-622	104-107-623	104-107-624	104-107-625	104-107-626	104-107-627	104-107-628	104-107-629	104-107-630	104-107-631	104-107-632	104-107-633	104-107-634	104-107-635	104-107-636	104-107-637	104-107-638	104-107-639	104-107-640	104-107-641	104-107-642	104-107-643	104-107-644	104-107-645	104-107-646	104-107-647	104-107-648	104-107-649	104-107-650	104-107-651	104-107-652	104-107-653	104-107-654	104-107-655	104-107-656	104-107-657	104-107-658	104-107-659	104-107-660	104-107-661	104-107-662	104-107-663	104-107-664	104-107-665	104-107-666	104-107-667	104-107-668	104-107-669	104-107-670	104-107-671	104-107-672	104-107-673	104-107-674	104-107-675	104-107-676	104-107-677	104-107-678	104-107-679	104-107-680	104-107-681	104-107-682	104-107-683	104-107-684	104-107-685	104-107-686	104-107-687	104-107-688	104-107-689	104-107-690	104-107-691	104-107-692	104-107-693	104-107-694	104-107-695	104-107-696	104-107-697	104-107-698	104-107-699	104-107-700	104-107-701	104-107-702	104-107-703	104-107-704	104-107-705	104-107-706	104-107-707	104-107-708	104-107-709	104-107-710	104-107-711	104-107-712	104-107-713	104-107-714	104-107-715	104-107-716	104-107-717	104-107-718	104-107-719	104-107-720	104-107-721	104-107-722	104-107-723	104-107-724	104-107-725	104-107-726	104-107-727	104-107-728	104-107-729	104-107-730	104-107-731	104-107-732	104-107-733	104-107-734	104-107-735	104-107-736	104-107-737	104-107-738	104-107-739	104-107-740	104-107-741	104-107-742	104-107-743	104-107-744	104-107-745	104-107-746	104-107-747	104-107-748	104-107-749	104-107-750	104-107-751	104-107-752	104-107-753	104-107-754	104-107-755	104-107-756	104-107-757	104-107-758	104-107-759	104-107-760	104-107-761	104-107-762	104-107-763	104-107-764	104-107-765	104-107-766	104-107-767	104-107-768	104-107-769	104-107-770	104-107-771	104-107-772	104-107-773	104-107-774	104-107-775	104-107-776	104-107-777	104-107-778	104-107-779	104-107-780	104-107-781	104-107-782	104-107-783	104-107-784	104-107-785	104-107-786	104-107-787	104
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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 16th day of February, 20 23, 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 Anita N Stivers, 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)

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

Effective: October 1, 2019

OCALA ELECTRIC UTILITY  
OCALA, FLORIDA  
(Continued from Sheet No. 20.0)

FIRST REVISED SHEET NO. 20.1  
CANCELS ORIGINAL SHEET NO. 20.1

### **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)

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

Effective: October 1, 2019

OCALA ELECTRIC UTILITY  
OCALA, FLORIDA  
(Continued from Sheet No. 20.1)

FIRST REVISED SHEET NO. 20.2  
CANCELS ORIGINAL SHEET NO. 20.2

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: Janice Mitchell  
DocuSigned by: 55198B43855A4E1...  
Title: CFO  
Date: 5/15/2023

**Florida Municipal Power Agency**

By: [Signature]  
DocuSigned by: 887F58EBB34D474...  
Title: VP of IT/OT and System Ops  
Date: 5/15/2023

Customer  
By: Anita N. Stivers  
(Print Name)  
Anita N. Stivers  
(Signature)

Date: 28 February 2023

Customer's City of Ocala Electric Utility Account Number: 534033-234071

Approved as to form and legality:

William E. Sexton  
DocuSigned by: 8077CFC4E8K428  
**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.

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

Effective: October 1, 2019

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 16th day of February, 2023, by and between Anita N Stivers, (hereinafter called "**Customer**"), located at 605 NE 45th Ct. 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: 605 NE 45th Ct. Ocala, FL 34470.

#### **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 "FMPA") have entered into the All-Requirements Power Supply 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; 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**, 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'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 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:**

By: DocuSigned by:  
Janice Mitchell  
55198E43858A4E1...  
Title: CFO  
Date: 5/15/2023

**Customer:**

By: Anita N. Stivers  
(Print Name)  
Anita N. Stivers  
(Signature)  
Date: 24 February 2023

City of Ocala Electric Utility Account Number:

534033-234071

Approved as to form and legality:

DocuSigned by:  
William E. Sexton  
3B77CFC4EB9EA79...  
William E. Sexton  
City Attorney

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

Effective: October 1, 2019

**Certificate Of Completion**

Envelope Id: 99611950D33A48E7A2FC5B5F7F700C58

Status: Completed

Subject: Tri-Party Net Metering Agreement (Anita Stivers) [ELE/230473]

Source Envelope:

Document Pages: 24

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

Jamil Ramirez

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

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IP Address: 216.255.240.104

**Record Tracking**

Status: Original

5/1/2023 10:23:50 AM

Holder: Jamil Ramirez

jramirez@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

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Pool: City of Ocala - Procurement &amp; 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: 5/1/2023 10:31:02 AM

Resent: 5/4/2023 9:22:35 AM

Resent: 5/5/2023 4:20:55 PM

Viewed: 5/15/2023 2:07:51 PM

Signed: 5/15/2023 2:08:53 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Janice Mitchell

jmittell@ocalafl.org

CFO

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Sent: 5/15/2023 2:08:54 PM

Viewed: 5/15/2023 3:11:41 PM

Signed: 5/15/2023 3:12:10 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/15/2023 3:11:41 PM

ID: e7cb77eb-3324-4519-8709-ef7d236b415a

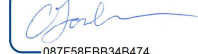
Chris Gowder

chris.gowder@fmpa.com

VP of IT/OT and System Ops

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



087F58EBB34B474...

Signature Adoption: Uploaded Signature Image

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Sent: 5/15/2023 3:12:11 PM

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Signed: 5/15/2023 3:25:41 PM

**Electronic Record and Signature Disclosure:**

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ID: a04a5e52-883e-4b05-985e-689a41ec8241

**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	5/1/2023 10:31:02 AM
Certified Delivered	Security Checked	5/15/2023 3:25:25 PM
Signing Complete	Security Checked	5/15/2023 3:25:41 PM
Completed	Security Checked	5/15/2023 3:25:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

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