



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
September 3, 2024, 6:10 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Parks and Recreation Project Updates 5
2. Mount Dora Fun Fact

PUBLIC COMMENT

This is the time for the public to comment on a topics not listed on the agenda.

Please complete a speaker card and provide it to the City Clerk prior to the meeting.

Please clearly state your name and address for the record. If you are part of a group, please designate a speaker.

Please address all comments to the Mayor.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

1. Lake County Library Advisory Board Appointment 49

CONSENT AGENDA

1. Request Approval for Ratification of 2024 Collective Bargaining Agreement (CBA) Fire Department 53
2. Request Approval of Service Agreement with Marilyn Douglas, Purchasing Pro, LLC 117
3. Request Approval of Second Amendment for Guardian Equipment, Inc. Piggyback Agreement Based upon the Master Agreement for Chemical Feed Systems Maintenance and Repair Parts Between the Contractor and Volusia County, Florida 123
4. Approval of Meeting Minutes 134
 - a. August 6, 2024 City Council Regular Session Minutes
 - b. August 20, 2024 City Council Regular Session Minutes

ACTION ITEMS

1. Request Approval of Amendment to the Piggyback Agreement between the City of Mount Dora and City of Ocala with Gresco Supply Inc, related to purchase of distribution transformers 179
2. Request Approval of Amendment #2 to the Solar Power Sales Contract between the City of Mount Dora and the Florida Municipal Power Agency related to the purchase of solar energy 312
3. Request Approval of the Solar Energy Exchange Agreement between the City of Mount Dora and the Florida Municipal Power Agency related to the purchasing of solar energy 569

PUBLIC HEARINGS-RESOLUTIONS-ORDINANCES

1. Request Final Reading and Adoption of **Ordinance No. 2024-13**, Comprehensive Plan Text Amendment 818
2. Request approval First Reading of **Ordinance No. 2024-16**, Annexation for Rolkelray, LLC (4.60 Acres) 837
3. Request approval of First Reading of **Ordinance No. 2024-17**, Small-Scale Future Land Use Map Amendment for Rolkelray, LLC (4.60 Acres) 863

4. Request approval First Reading of **Ordinance No. 2024-18**, Change in Zoning for Rolkelray, LLC (4.60 Acres). 1063
5. Request Adoption of **Resolution No. 2024-18**, Tentative Millage Rate 1105
6. Request Adoption of **Resolution No. 2024-19**, Tentative Budget for Fiscal Year 2024-2025 1109

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember Nate Walker
- Councilmember Doug Bryant
- Councilmember John Cataldo
- Councilmember Cal Rolfson
- Councilmember Dennis Dawson
- Vice-mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- Tuesday, September 10, 2024, 6:00 PM, Special Meeting: Fire Assessment Rate Public Hearing
- Tuesday, September 17, 2024, 6:00 PM, City Council Regular Session
- Tuesday, October 1, 2024, 6:00 PM, City Council Regular Session
- Tuesday, October 15, 2024, 6:00 PM, City Council Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Parks and Recreation Project Updates

Introduction:

This is an opportunity for staff to provide an update to City Council on the ongoing projects throughout the City.

Discussion:

Staff will update on summer programming and upcoming events on current projects and be available to answer any questions.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Presentation of information only; no action requested.

Attachment(s):

1. City Council Powerpoint
2. Mount Dora Holiday Season edited

Prepared by: Troy Shonk, Parks & Recreation Director
Reviewed by: Troy Shonk, Parks & Recreation Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/19/2024
Approved - 8/23/2024
Final Approval - 8/23/2024



IN OUR CAMP ERA

Celebrating Our Memorable Summer

This year we welcomed over 525 campers throughout our seven different camps. We would love to share our summer with you!

ABOUT US

MEET THE MOUNT DORA EXPLORERS

Over the course of ten weeks, we ran 8 different camps, went on 33 field trips, learned three different sports, put on one musical and created millions of camp memories.

This was our largest year of camp ever!



MOUNT DORA EXPLORERS

LIGHTS!!! SMILE!!! ACTION!!! MUSICAL THEATER CAMP

This year our very own, Kevin Biles and Victoria Notarangelo lead a group of 35 campers and five counselors to put on a wonderful production of Seussical Kids!

They put together an amazing show in only 12.5 days of camp!!! Campers learned choreography, theater basics, costume design and set-making! They learned that “anything is possible”

This camp is very competitive to get into. We sell out within three days of registration opening up!





ADVENTURE IS OUT THERE!



EcoVenture Camp

Campers explored gorgeous local, state and national parks. They swam, tubed, ziplined and made pancakes!



Adventure Camp

Campers explored some of the coolest locations in all of Central Florida! They golfed, wake-boarded, did ropes courses and visited some great water parks!



THEY KNOW HOW TO BALL!

Since we introduced our Sports Camp program back in 2020, we have increased capacity by ten campers a week.

This camp has developed a loyal fanbase! Campers come back year after year and our younger campers can't wait to be old enough to participate!



Soccer Camp



Flag Football



Basketball





Junior Explorers

Our Junior Explorers is our extremely popular traditional day camp. We host up to 170 campers a week. This camp sells out within 6 weeks of registration.

FIELD TRIPS



THE START OF SOMETHING **NEW**



Last year we found ourselves in a difficult position, where we had to move locations of our camp with 2 months to go.

We were so lucky that Mount Dora Middle School stepped up and welcomed us in. This was the beginning of a beautiful partnership!

We have just started a low cost and much needed Before Care Program at Mount Dora Middle School. We are so happy to be back in the school care business and even more happy to be partnering the great team at MDMS!





OUR STAFF IS THE HEART OF OUR OPERATION

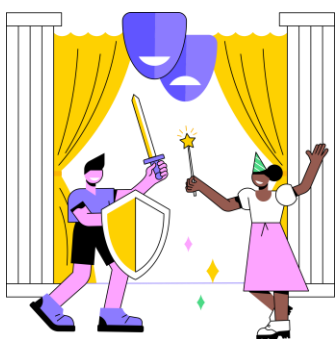


WHAT IS NEXT FOR US?

Future programming for our new center!



An After School Hangout



A partnership with shaping heARTS to bring accessible arts programs



A partnership with Showtime USA to start a dance team



Art Classes for all ages





THANK YOU

This year of camp was out of this world!!!

As we look towards next year and start planning our summer of science, I can't
help but pause and think of how far we have come!
The sky's the limit for our Explorers!

Summer Sports Camp Overview

Michael Davis
Athletics Supervisor
City of Mount Dora

Sports Camp Numbers (Combine with JR Explorers and Adventure/Art Camp for total)

- Week 1: 35
- Week 2: 35
- Week 3: 33
- Week 4: 34
- Week 5: 30
- Week 6: 38
- Week 7: 32
- Week 8: 36
- Week 9: 29
- Week 10: 24

Total Sports Campers for the summer - 326

Camp Photos



Camp Photos Continued



Tie in to Youth Leagues

- Fall Youth Soccer: Aug 12 - Oct 10
- NFL Flag Football: Oct 21 - Dec 19
- Winter Basketball: Early Feb - Early April



Youth League Numbers

Numbers by year (2021-2023)

- Soccer: 265 → 294 → 332
- Flag Football: 79 → 102 → 146
- Basketball: 149 → 164 → 166

Numbers this year (2024)

- Soccer: 343
- Flag Football: TBD (season starts mid October)
- Basketball: 174



Mount Dora Aquatics & Wellness

Community Excellence in
Programming and Service

Providing the Best Activities and
Programming in the Area

2023-2024

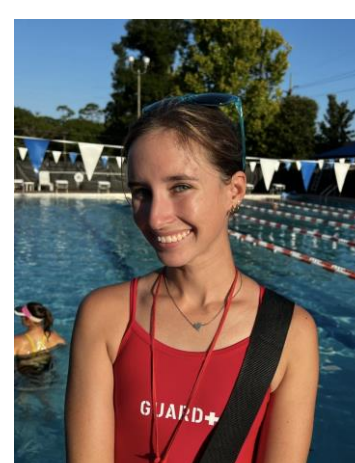




Meet Our Team



The team includes Certified American Red Cross lifeguards, Water Safety Instructors, certified swim coaches, and group exercise fitness instructors. Each staff member brings something unique and special to our aquatics department. We are more than just staff...we are family.





Swimming Lessons

Group and Private Lessons are offered for all ages (AM & PM)

Daily safety tips are given at the beginning of each lesson.

Summer 2024 Lessons :

Parent/Child-100 Preschool- 224 Learn to Swim-192

Special Needs- 6 Adult: 20





Aqua Fitness for ALL Ages



We offer: Shallow Water, Deep Water, Aqua Kickboxing, Aqua Zumba, Aqua Pilates, Joints in Motion, and lap swimming for our patrons.





Swim Team



- *AAU Competitive Swim Team- 30 monthly participants**
- *Recreation Swim Team-25 monthly participants**
- **Coached by certified aquatics staff**
- Land workouts included**
- Hosts and attends travel swim meets**
- Rec Swim- 25 participants monthly**





Water Camp

Aquatic summer camp that teaches lifeguarding skills, paddleboarding, white water rafting, swim techniques, relay races, and games.

Summer 2024

Water Camp Participants: 50

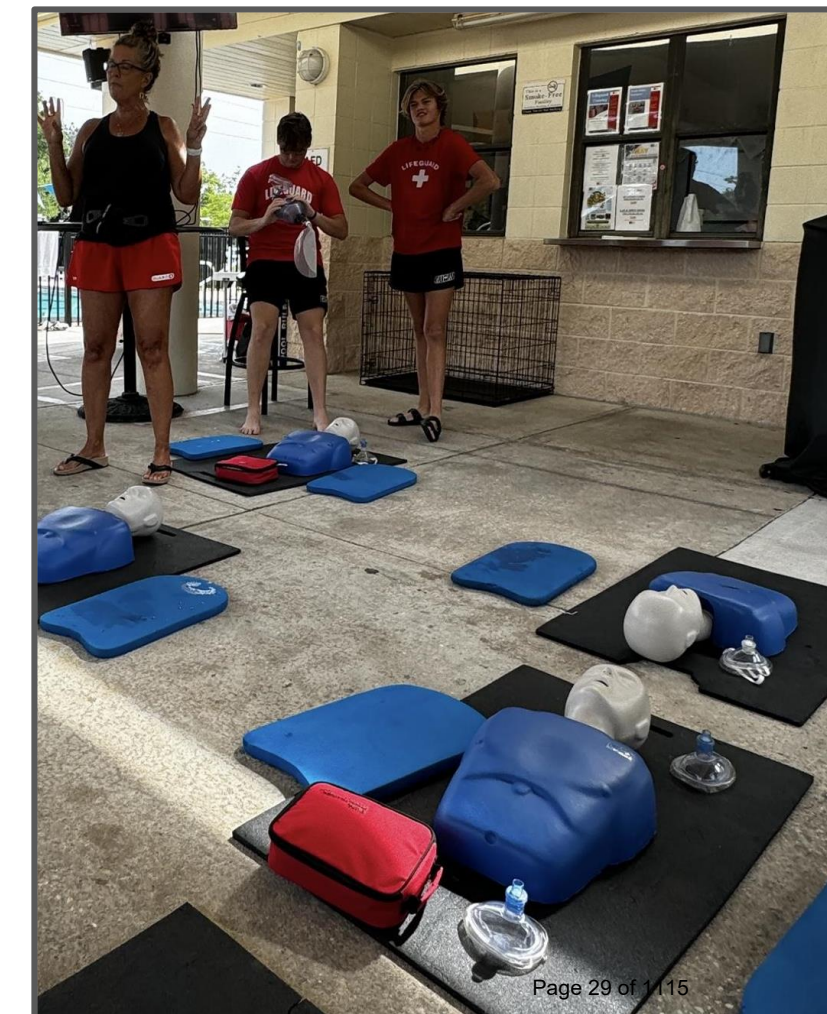




Red Cross Training



Classes offered/taught:
CPR/AED/First Aid (>100 students)
Lifeguarding (>30 students)
Water Safety Instructor (>20 students)





Other Programs Offered

Land Fitness

Yoga
Chair Yoga
Tai Chi
Line Dancing
10-25 participants



Senior Luncheon

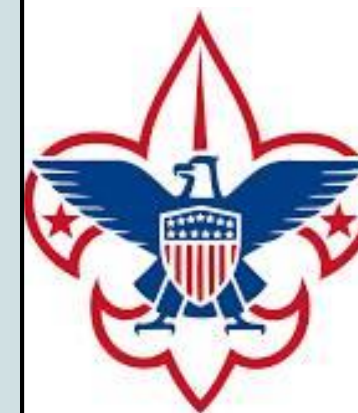
Held at the MLK building one day a month for seniors to build relationships in the community.
30-50 seniors monthly



Community Engagement and Partnerships



- *Mt Dora Fire Department comes to the pool for trainings.
- *The Boy Scouts and Girl Scouts earn their aquatics badges.
- *Triathlon teams come for training sessions.
- *We host local food and ice cream trucks to visit the pool for special events and during busy pool hours.
- *We host City of Mount Dora summer camps, dance camp, birthday parties, play dates, and family reunions.
- *We love our VOLUNTEERS!!





Support for the Local High School

Mount Dora High School Hurricanes

- *Host high school swim team practice
- *Venue for hosting high school swim meets





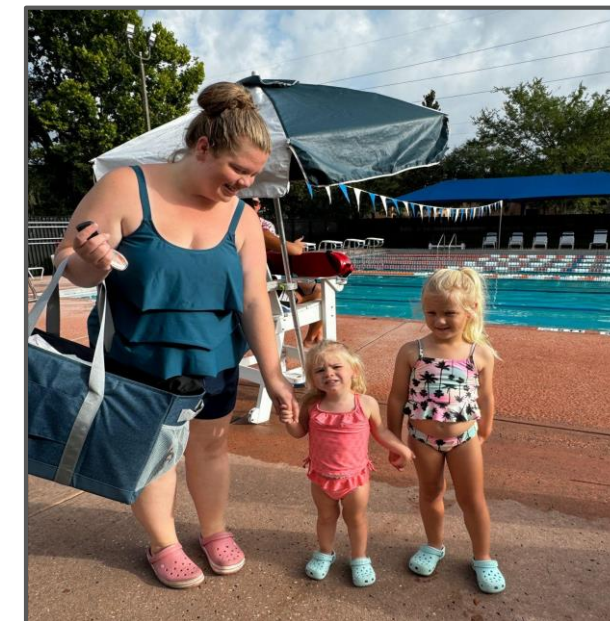
Service in Excellence

Testimonials and Community Feedback

Through Google Forms, we surveyed families that participated in our swimming lessons. Click on the link to see the responses.

[Swim Lesson Session 2 Survey Results 2024](#)

[Swim Lesson Session 3 Survey Results 2024](#)





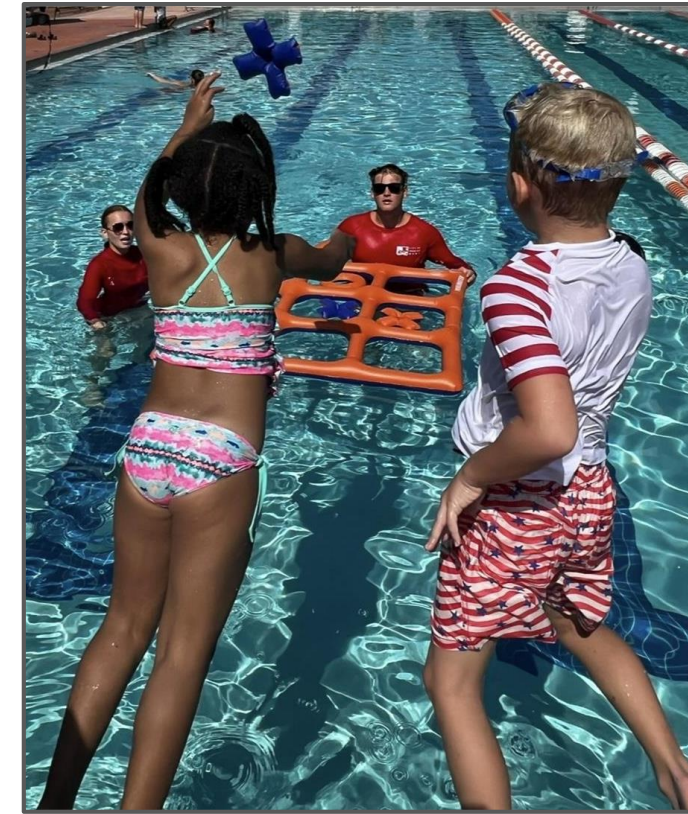
Fun in the Sun



This facility and program help foster and grow positive relationships with health, fitness, and all around well being.

Do what you love and love what you do.

Be Safe & Have Fun!



September 3, 2024 City Council Regular Session Agenda Packet



Page 34 of 1115



Our Mission

Our mission is to operate a public aquatic and wellness facility to promote water safety, increase health, build positive relationships, and provide aquatic education to the city of Mount Dora, Florida.

Our Vision

Our future looks like a state of the art aquatic and wellness facility that enhances the mind, body, and spirit through health, fitness, recreational, and competitive needs in our area ALL year long in Mount Dora, Florida.



Mount Dora Holiday Season 2024

Chris Carson & Briana Williams



September 3, 2024 City Council Regular Session Agenda Packet



Holiday Schedule

- Light Up Mount Dora – November 23rd (Entire Downtown)
- Small Business Saturday Holiday Event – November 30th (Sunset Park & Alexander)
- Christmas Walk – December 6th (Downtown)
- Holiday Concert – December 7th (Donnelly Park)
- Christmas Parade – December 7th (Donnelly Street)
- Lighted Boat Parade – December 7th
- Snow in the Park – December 14th (Evans Park)
- Northeast Christmas Party – December 21st (Frank Brown Park)
- Mount Dora 5K Run & Half Marathon – December 21st & 22nd
- NYE Celebration – December 31st (Sunset Park & Alexander)



Light Up Mount Dora

November 23rd at Downtown from 4:30PM-9:00PM

- Music throughout Downtown
- Mount Dora Jazz Band performance at Donnelly Park
- Firework display and tree lighting at Sunset Park
- Holiday drones and live music at Elizabeth Evans Park
- iHeart Radio take over with all stations around downtown
- Scavenger Hunt for all attendees (includes local businesses)



Small Business Saturday & Local Holiday Festivities

Small Business Saturday on November 30th

- Entertainment at Sunset Park for shoppers to enjoy
 - Dueling Pianos
 - Christmas Characters roaming Downtown

Local Holiday Festivities on December 7th

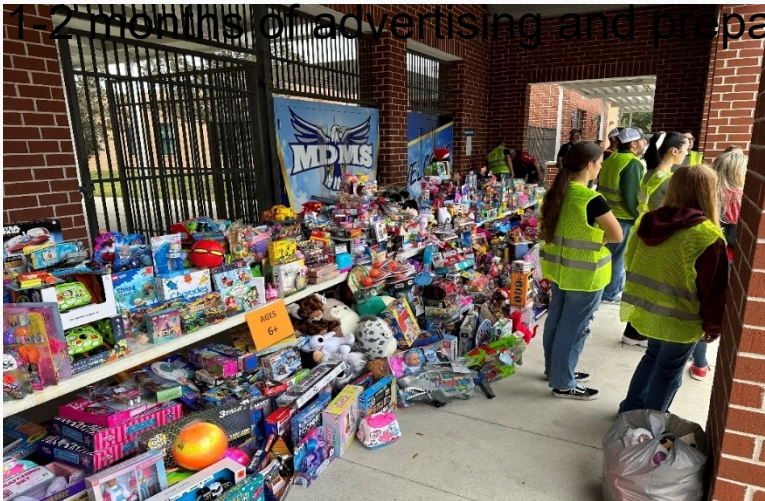
- Christmas Parade
 - Partnership with Lions Club
 - Mound Dora Tradition
- Lighted Boat Parade
 - Presented by Rusty Anchor Boat Tours
- Holiday Concert
 - Christmas Concert featuring music entertainment

Northeast Toy Exchange

December 21st at Frank Brown Park from 10:00AM-12:00PM

Toy Drive

- Mount Dora Police to collect toys for kids at Mount Dora Middle School.
- Partnerships & Sponsors: Walmart, The American Legion Post 92, Adrenaline Bike Works.
- 1-2 months of advertising and preparation



Partnershi ps

- Mount Dora Boating Center & Marina
- Lakeside Inn
- Adult Medicine
- Pisces Rising
- Lawn Bowling Club
- Whiskey Kitchen

Donnelly Park



- Donnelly Park plays hosts to many events and festivals throughout the year.
- Enhancements for Donnelly Park are currently in the works.
- What the future of Donnelly Park will look like.

Focusing on our Residents & Businesses

- Parking and Shuttle improvements
- Getting local businesses involved with events
- Hosting live music events with local restaurants
- Constant communication with residents and business owners on city events
- Feedback on who the residents would like to see perform in Mount Dora
- Smaller & frequent resident events (music nights, movie nights, etc.)



General Programing Grants

- For the past two years, the City of Mount Dora has received funding from a matching grant from the State of Florida that benefits city produced events.
- The State of Florida recognizes the initiative of supporting quality of life for the residents and visitors of Mount Dora.
- Funding supports arts, cultural, and leisure offerings.

TDC Support for Holiday Events

Light up Mount Dora

- Estimated Economic Impact: \$4,639
- Maximum Potential Award: \$10,000

New Year's Eve Celebration

- Estimated Economic Impact: \$869,9
- Maximum Potential Award: \$5,000



City Staff & Departments

- Parks & Recreation, Electric, and Public Works are all involved
- Preparation starts early September
- Put up lights for all of Downtown, North East, trees, and buildings
- More upgrades to downtown = more lights = more staff needed
- Lawn maintenance and other daily duties

City Staff & Departments

On event days, Parks & Recreation staff & Communications all help to make events successful.

- Camp staff assist with parking lots, shuttles, and information booths
- Park staff maintain cleanliness within the event space
- Communications assist with photos and social media promoting events
- Event lead staff handles sponsorships, musical talent, vendor placement & logistics, assist with public notifications, arrange safety meetings with MDPD & MDFD

The Future of the Waterfront

- Common place for the Community to come together
- More Festivals and Events
- Permanent stage
- More seating for larger audience
- Bring in more notable music talent
- The ability to transition road closure events to the waterfront parks



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lake County Library Advisory Board Appointment

Introduction:

This is an opportunity for Council to make an appointment to the Lake County Library Advisory Board.

Discussion:

At its meeting on August 12, 2024, the Library Advisory Board voted to name Beth Sharpe as an alternate voting member of the Lake County Library Advisory Board. Her application for this position is attached (ATTACHMENT #1).

Budget Impact:

n/a

Strategic Impact:

3.1 - Fiscal Resources - Remaining in the Lake County library cooperative results in significant operating cost efficiencies.

Recommendation:

City Council appoints Beth Sharpe to Lake County Library Advisory Board.

Attachment(s):

1. Attachment 1 - Lake County Library Advisory Board Application

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/20/2024
Approved - 8/23/2024
Final Approval - 8/23/2024

**LAKE COUNTY BOARD/COMMITTEE
GENERAL APPLICATION**

☐ Mr. ☒ Ms. Name: Beth Sharpe Date: 8/20/24
 Home Mailing Address: 8417 Bridgeport Bay Circle
Mount Dora, FL 32757
 Home Physical Address: Same
 County of Residence: Lake Home Phone: 407-716-6313
 E-mail Address: bsharpel06@gmail.com
 Education: ED.D. UCF, Masters UCF, Bachelors Northern Illinois

Business (Name & Type): Retired, Part-time consultant Franklin County
 Business Address: Home
 Business Phone: 407-716-6313 Position: Coach/Consultant

Training, experience or qualifications related to board/committee to which appointment is sought:

Currently serve on Mount Dora Library Board (w/ T. Bland)
Retired teacher, school principal, and executive
director in Seminole County Public Schools

State reasons you are interested in appointment which is sought:

Board vote to designate me as alternate
voting member of Lake County Library Advisory
Board

Do you **currently** serve on a Lake County board/committee?

☐ Yes ☒ No If yes, please identify each board/committee:

Name of Board/Committee:

Have you served on a Lake County board/committee **in the past**?

☐ Yes ☒ No If yes, please identify each board/committee:

Name of Board/Committee:

Dates Served:

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?

☐ Yes ☒ No If yes, please identify the entity or agency:

Are you, your spouse or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the County?

☐ Yes ☒ No If yes, please identify the entity or agency:

Please check board(s)/committee(s) that interest you at this time:

☐ Affordable Housing Advisory Committee

☐ Board of Adjustment

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Board of Building Examiners *(Note: A separate application is required for the Board of Building Examiners)*

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Children's Services Council

☐ Elder Affairs Coordinating Council

☐ Keep Lake Beautiful Advisory Committee

☐ Lake-Sumter MPO – Community Advisory Committee CAC *(Effective January 1, 2019)*

☒ Library Advisory Board

☐ Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee – ***Please check one:***

☐ Property owner within the Planning Area **(OR)**

☐ Resident or property owner within a three mile radius of the Planning Area

Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:

☐ Land planning

☐ Engineering

☐ Architecture

☐ Ownership or operation of a business

☐ Community leadership/volunteerism

☐ Parks, Recreation and Trails Advisory Board

☐ Planning & Zoning Board

*(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)

☐ Public Safety Coordinating Council

☐ Sales Surtax Oversight Advisory Committee

☐ Tourist Development Council

☐ Value Adjustment Board

☐ Water Safety Advisory Committee

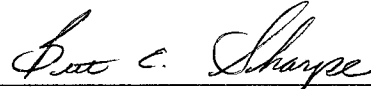
☐ Other

***YOU WILL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE FORM, PURSUANT TO CHAPTER 112, FLORIDA STATUTES, IF APPOINTED TO THE BOARD OF ADJUSTMENT, THE BOARD OF BUILDING EXAMINERS, OR THE PLANNING AND ZONING BOARD. Also, due to Florida laws regarding dual office holding, citizens cannot serve on more than one of these above-mentioned boards at one time. In the event this occurs, the member will be required to resign from one of the positions.**

References may be secured from the following individuals:

	Name	Address	Phone Number
1.	Cathy Lunday	wt Bland Public Library	352-735-7180 Ext. 3110
2.	Pat Dillon	8437 Bridgeport Bay Circle Mount Dora	248-425-3813
3.	Joan Dilonardo	8428 Bridgeport Bay Circle Mount Dora	301-318-5705

I will attend meetings in accordance with the adopted policies of Lake County. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations.



Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this application form.

How did you learn of this vacancy?

☐ Newspaper Ad ☐ Internet ☐ LSSC Channel 13 ☐ Friend ☒ Other

Applications are kept on file with the Board of County Commissioners for a period of six months from date of receipt. In the event a vacancy occurs and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six month period.

Please return this completed application to:

Lake County Board of County Commissioners
County Commissioners' Office
P. O. Box 7800
Tavares, FL 32778-7800



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval for Ratification of 2024 Collective Bargaining Agreement (CBA) Fire Department

Introduction:

This is a request for City Council to approve the Collective Bargaining Agreement for Fire Department of the City of Mount Dora.

Discussion:

The staff is recommending Council approval of a three (3) year collective bargaining agreement between the City of Mount Dora and The Professional Firefighters of Mount Dora Local No. 3088. This agreement shall be for the period beginning October 1, 2024, through September 30, 2027. After multiple sessions, the City and Union reached an agreement. The Professional Firefighters of Mount Dora Local No. 3088 ratified the contract on August 19, 2024. Attached to this memorandum you will find a summary of the articles as well as a copy of the Agreement in its entirety. Every article contained herein was discussed in detail and negotiated in good faith.

The fire union negotiations were assisted by Mr. Jeffrey Mandel of Fisher & Phillips LLP, City's Labor Attorney, along with city staff. The proposed collective bargaining agreement to be competitive with our existing labor market as well as fair and appropriate for the City at this time.

Budget Impact:

The budget impact is approximately \$389,000 for the first year. The proposed budget has absorbed these increases.

The Fire Base Salary Increases:

Year 1 (Effective October 1, 2024): 8%

Year 2 (Effective October 1, 2025): 6%

Year 3 (Effective October 1, 2026): 6%

EMT Incentive increases:

Year 1 (Effective October 1, 2024): \$3.75/h (\$2,912 annually)

Year 2 (Effective October 1, 2025): \$4.00/h (\$728 annually)

Year 3 (Effective October 1, 2026): \$4.20/h (\$582.4 annually)

Strategic Impact:

GOAL 3: Fiscal Resources / Human Resources

Objective 3.2. Attract and maintain city human resources through competitive compensation and benefits

The strategic impact aligns with the goal of providing the safest environment in which to live, work and visit. This supports the goal of economic development to build and foster a performing economy in the region.

Recommendation:

City Council approve the Collective Bargaining Agreement for Fire Department of the City of Mount Dora.

Attachment(s):

1. Fire Collective Bargaining Agreement8-14-2024 (1)

Prepared by:	HOUSE, ANGELA F	HOUSE, ANGELA F, Fire Administrative Coordinator	
Reviewed by:	Matthew Dodson, Budget Officer		Approved - 8/23/2024
	Rita Meade, Finance Director		Approved - 8/23/2024
	Alan Cline, Director of Human Resources		Approved - 8/23/2024
	Joseph Hightower, Fire Chief		Approved - 8/23/2024
	City Attorney,		Approved - 8/27/2024
	Jeanann Hand, City Clerk		Approved - 8/27/2024
	Vince Sandersfeld, City Manager		Final Approval - 8/27/2024



COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF MOUNT DORA AND
THE PROFESSIONAL FIREFIGHTERS OF MOUNT DORA
LOCAL3088
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(IAFF)



OCTOBER 1, ~~2024~~ ~~2021~~ THROUGH
SEPTEMBER 30, ~~2027~~ ~~2024~~

Table of Contents

Article	Title	Page
1	Preamble	3
2	Recognition	4
3	Non-Discrimination	5
4	Work Schedule and Work Shift	6
5	Shift Exchange	7
6	Working Out of Classification	8
7	Job Postings and Promotions	9
8	Light Duty Assignment	11
9	Seniority, Layoff, and Recall	12
10	Overtime	14
11	Emergency Call Back Pay	16
12	Wages	17
13	Vacation	22
14	Holidays	24
15	Sick Leave	25
16	Family and Medical Leave Act of 1993	28
17	Funeral/Memorial Leave	29
18	Military Leave	30
19	Training & Educational Leave	31
20	Civil Leave	32
21	Health, Life, and Dental Insurance	33
22	Health, Safety and Medical Evaluations	34
23	Pension and Retirement Plan	37
24	Protective Clothing and Equipment	38
25	Uniforms and Combat Gear	39
26	Mileage Allowance	40
27	Parking	41
28	Sanitation, Maintenance, and Upkeep	42
29	Management Rights	43
30	Prevailing Rights	44
31	No Strike	45
32	Union Business	46
33	Bulletin Board	47
34	Dues Deduction	48
35	Employee Disciplinary Procedures	49
36	Grievance Procedure	50
37	Arbitration	52

38	<u>Printing and Supplying Agreement</u>	54
39	<u>Savings Clause</u>	55
40	<u>Tobacco Policy</u>	56
41	<u>Medical Personnel at Fire Station</u>	57
42	<u>Duration</u>	58
43	<u>Ratification and Authentication</u>	59

ARTICLE 1

PREAMBLE

- 1.1 This agreement is entered into, by and between the City of Mount Dora, hereinafter referred to as the City or the Employer, and the Professional Fire Fighters of Mount Dora, Local No. 3088, hereinafter referred to as the Union.
- 1.2 It is the purpose of this agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise during its term concerning the meaning, application, or enforcement of any of its provisions; and to establish proper standards of wages, monetary benefits, hours, and other conditions of employment upon which they are earned during the term of this agreement.
- 1.3 Any notices or communications under this agreement shall be sent by personal service or first-class mail and addressed as follows:

To the Union:

President

Professional Firefighters of Mount Dora

Local 3088

P.O. Box 286

Mount Dora, FL 32756-0286

To City:

City Manager

City of Mount Dora

510 N Baker Street

P.O. Box 176

Mount Dora, FL 32756-0176

ARTICLE 2

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent as per State of Florida, Public Employees Relations Commission Certification No. 767 issued October 30, 1987, to include:

Firefighter
Engineer
Fire Lieutenant/Shift Supervisor
Municipal Fire Inspector

STAFFING

- 2.1 The city and the union recognize the importance of adequate staffing to ensure proper safety of employees and effective delivery of service. Normal staffing per shift shall ~~maintain~~ be a minimum of two fire suppression apparatus and one (1) Tower/Ladder apparatus per shift with eight ~~seven~~ personnel.

Minimum staffing on a fire suppression apparatus shall consist of:

- One Lieutenant per unit
- One Engineer per unit
- One Firefighter EMT/Paramedic per unit

- 2.2 The paramedic is not an exclusive role on any apparatus and a member of any rank may be assigned dual responsibilities assigned dual responsibilities as Firefighter/Paramedic, Engineer/Paramedic, or Lieutenant/Paramedic.
- 2.3 In the event of the absence of the Lieutenant or Engineer, members may work out of class in accordance with Article 6 (Working out of Classification) of this contract.

ARTICLE 3

NON-DISCRIMINATION

The parties to this agreement agree not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, sexual orientation, citizenship, veteran status, disability, marital status, or membership/non-membership in a union.

ARTICLE 4

WORK SCHEDULE AND WORK SHIFT

- 4.1 The City agrees that employees covered by this agreement shall be scheduled to work on a fourteen (14) day cycle.
- 4.2 For the purpose of this agreement, a shift means the time during which an employee is on scheduled duty. A regular shift shall normally be twenty-four (24) hours.
- 4.3 Fire suppression personnel shall normally work a three platoon twenty-four (24) hour shift. The twenty-four (24) hour shift shall normally commence at 0800 hours and continue through to 0800 hours the following day. These personnel shall usually work fifty-six (56) hour average work week and will be twenty-four (24) hours on duty followed by forty-eight (48) hours off duty following.
- 4.4 The municipal fire inspector shall ~~usually~~ work a forty (40) hour week and overtime compensation for over forty (40) hours worked per week shall be done in accordance with the Fair Labor Standards Act.
- 4.5 During a shift, priority shall be given to operations of fire combat, rescue, EMS, training, and physical fitness. It is expected that personnel will utilize administrative hours for daily functions such as maintenance, cleaning, and inspection. Daily chores and truck checks shall be assigned per S.O.P. unless otherwise approved by their supervisor. Employees will wear approved uniforms consisting of long pants, or shorts and polo shirts during administrative hours which are typically 8:00am-5:00pm, Monday through Friday, unless otherwise stated by the Chief.
- 4.6 When a permanent shift change is required, the person changing shifts will have a minimum of thirty (30) days' notice, in writing. The City will honor any leave submitted and approved prior to notification of a shift change. In the event that a short-term temporary shift change is deemed necessary by the Fire Chief, the employee shall be notified in writing of the effective date. The Chief will review if the employee shall be returned to their normal shift within 90 days.

ARTICLE 5

SHIFT EXCHANGE

- 5.1 Responsibility and liability for voluntary time trades, pay backs and initiation shall be solely that of the individuals involved in the actual work time exchange. It is not the responsibility of the Administration, Administration Assistant, Lieutenants or any other parties to keep records of any time trades.
- 5.2 It shall be the responsibility of the assuming employee to fulfill the agreed upon commitment. The requesting employee shall not be held accountable for any non-attendance of his/her normally scheduled shift.
- 5.3 Shift exchanges shall follow the guidelines as set forth in the Trading of Time SOP.

ARTICLE 6

WORKING OUT OF CLASSIFICATION

6.1 Vacant Position/Employee Absence

Any employee assigned to a vacant position or employee absence which is higher than their assigned rank, as stated in Article 12 (Wages), shall be compensated this additional pay per hour beginning immediately with the first hour.

1. Lieutenant - ~~\$2.00~~ ~~\$1.37~~ per hour
2. Engineer - ~~\$1.50~~ ~~\$1.00~~ per hour

A vacant position or employee absence shall be defined as a regular, full-time, budgeted position. Such vacancies or absences from duty shall include, but not be limited to, the following: illness, vacation, attendance at schools or other educational programs, leaves of absence or absence without leave, attendance at conferences and other City business.

6.2 Eligibility

In selecting employees to work out of class, the City shall endeavor, in good faith, to select an employee who meets the qualifications. All eligibility and testing requirements for working out of class shall follow Article 7 (Job Posting and Promotions) of this contract. The following positions are recognized as eligible for working out of classification: Relief Engineer to Engineer, Engineer to Relief Officer, or Relief Officer to Lieutenant. All personnel who have completed the required course work and have successfully passed the Engineer exam process in accordance with Article 7 are eligible to drive emergency vehicles. Those employees who have completed the required course work for Relief Officer in accordance with Article 7 (Job Posting and Promotions) are eligible to ride up as Lieutenants.

ARTICLE 7

JOB POSTING AND PROMOTIONS

- 7.1 The promotional lists for all positions shall be staggered and updated at a minimum of every twenty-four to thirty-six months or as the Fire Chief deems necessary. Promotional lists will be maintained for two (2) years from certification. When a vacancy occurs that requires a test, the appointment shall be made within 180 calendar days. ~~When a test is required to fill a vacant position, the appointment shall be made within forty-five (45) calendar days following the completion of the test.~~ All employees may test but Employees with two written warnings or 1 suspension within the last 365 days will be ineligible for promotion.
- 7.2 The Employer agrees to distribute a description of the material to be covered in the test and where the information comes from thirty (30) calendar days prior to any test. This will be distributed to all eligible candidates who will sign for receipt of same.
- 7.3 All employees receiving a promotion shall be eligible for a pay increase based on the current Pay Plan contained within this contract. The promoting employee will receive 5% of the current salary or the bottom level of the new pay table, whichever is greater. Personnel who are promoted to the rank of Engineer or Lieutenant shall be placed in the appropriate Engineer or Lieutenant's pay level that ensures that the member makes no less than 5% of their current pay.
- 7.4 Specific job descriptions will be posted with position Opening notices. Specific job descriptions of bargaining unit members will not be changed without input/discussion with the Union. Full updated descriptions pertaining to the open position will be posted along with Position Opening Notices. Position Opening Notices shall be posted within 30 days of a new vacancy being identified. Specific job descriptions of bargaining unit members will not be changed without input discussion with the Union.
- 7.5 ~~All candidates who are eligible per Section 6 of this article may test. All tests that qualify an employee for a promotion or working out of class shall consist of at least a written test and practical scenario. Candidates will be placed on an eligibility list and promoted based on their score, highest to lowest passing score. The Union will be made aware in advance and have the opportunity to discuss with the Chief or his/her designee, that is not currently testing, any changes to the testing process. A Union representative may be present during all tests and reviews governed under this article, whose presence shall not disrupt the normal testing process.~~

All candidates who are eligible per Section 6 of this Article may test. All tests that qualify an employee for a promotion or working out of class shall consist of at least a written test and practical scenario. Passing scores for each exam will be calculated by a third party conducting the exam. If the exam is divided into sections or parts, the scores for each part will be calculated to create one overall score. Candidates will be placed on an eligibility list and promoted based on their score, highest to lowest passing score. The Union will be made aware in advance and have the opportunity to discuss with the Chief or his/her designee, that is not currently testing, any changes to the testing process. A Union representative may be present during all tests and reviews governed under this article, Whose presence shall not disrupt the normal testing process.

- 7.6 Candidates must have all of the requirements for the position in which they are testing. Candidates for promotion must have a minimum of two years of service within this Department and not be on probation. They must meet the following minimum qualifications.

For a Firefighter to become a Relief Engineer, they must have completed the 80 hour pump operator class, EVOC and have successfully completed the City of Mount Dora Fire Department's Relief Engineer Task Book.

Only a Firefighter designated as a Relief Engineer may test for the positions of Engineer must hold the 80 hour state pump operator certification, EVOC, and have successfully completed the City of Mount Dora Fire Department's Engineer Task Book and examination.

For an Engineer to obtain the designation of Relief Officer – In addition to meeting all of the Engineer requirements, candidates must hold either a State of Florida Fire Officer 1 certification or a college degree in Fire Science from a regionally accredited college or university, Blue Card Certification and complete the Relief Officer Task Book.

Only a designated Relief Officer may test for the position of Lieutenant – must have successfully passed the Lieutenant's examination, hold a State of Florida Officer 2 Certification and an associate degree or higher from a regionally accredited college or university, and Blue Card Certification. Must have State of Florida Paramedic Certification with clearance from the Medical Director. This Paramedic requirement is waived for any current Lieutenant/EMT in this position and on the eligibility list prior to 10/1/2018.

ARTICLE 8

LIGHT DUTY ASSIGNMENTS

If employee is temporarily unable to perform the essential functions of the employee's job classification due to a non-job-related injury/illness, he/she may make a written request to the Fire Chief for a light duty assignment. The Chief shall determine if there are any necessary functions which could be performed by a light duty employee. If there are such opportunities, the Chief shall inform the employee in writing of any light duty assignments and the physical capabilities required for their performance.

Upon the request of the Chief, the employee shall present this light duty assignment information to his/her treating physician and obtain, at his/her expense, a written evaluation of his/her capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City appointed physician at the City's expense. The establishment, duration, work hours and content of light duty assignments are at the sole discretion of the Fire Chief and may be modified or ended at any time. The employee will be paid only for time actually worked. Accrued sick or vacation time may be used for the balance of time the employee is regularly scheduled. In addition, it will be at the sole discretion of the Fire Chief to grant or deny a request for light duty and the decision will not be subject to grievance and/or arbitration. Workers Compensation light duty claims will receive first priority for light duty positions.

ARTICLE 9

SENIORITY, LAYOFF, RECALL, PROBATION

- 9.1 Seniority shall be determined by continuous service in the Mount Dora Fire Department, calculated from the first day of most recent full-time paid service.
- 9.2 Employees with the same first day of full-time paid continuous service as defined herein shall be assigned to the seniority list first by rank, then in order of the number assigned to their application when received by the City. Numbers will be assigned to all applications in the order they are received.
- 9.3 ~~An employee who resigns, retires, is terminated, or is permanently laid off and has not been recalled for one (1) year, or who fails to report for work within thirty (30) days of receipt of notice of recall or return to work within three (3) days after a leave of absence, shall lose his/her seniority.~~ An employee who resigns, retires, is terminated, or is permanently laid off and has not been recalled for one (1) year, or who fails to report for work within ten (10) days of receipt of notice of recall or return to work within three (3) days after a leave of absence, shall lose his/her seniority.
- 9.4 In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedure:

The first employees to be laid off shall be probationary employees in the order of least seniority to most seniority. The next employees to be laid off shall be full-time employees on the basis of seniority. If two or more employees have the same hire date, application dates will be reviewed to determine seniority. Any employee who is laid off shall be compensated in full for all accrued wages and annual leave benefits provided herein.

~~In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedure:~~

- ~~1. The first employees to be laid off shall be probationary employees in the order of least seniority to most seniority.~~
- ~~2. The next employees to be laid off shall be full time employees on the basis of qualifications and seniority in the classification. Any employee who is laid off shall be compensated in full for all accrued wages and annual leave benefits provided herein.~~

- 9.5 Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled, the employer shall notify the employee by email, phone and postal mail not less than ten (10) days prior to the date to report for duty. Notification shall be sent to the last known address of record. Failure of an employee to keep the employer informed of his/her address shall relieve the employer of all responsibility with regard to the notification time frame. It is the employee's sole responsibility to notify the City in writing of any change of address. An employee who fails to report for duty as scheduled on recall from a layoff shall be considered to have voluntarily terminated his/her employment unless such employee has notified the Employer in writing and is excused from duty by the Fire Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff if it is available or to a position the employee is qualified to perform and shall retain their seniority if the layoff did not exceed one (1) year from the date of the employee's last duty date.

~~Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled, the employer shall notify the employee by registered mail not less than thirty (30) days prior to the date to report for duty. Notification shall be sent to the last known address of record. Failure of an employee to keep the employer informed of his/her address shall relieve the employer of all responsibility with regard to the notification time frame. It is the employee's sole responsibility to notify the City in writing of any change of address. An employee who fails to report for duty as scheduled on recall from a layoff shall, be considered to have voluntarily terminated his/her employment unless such employee has notified the Employer in writing and is excused from duty by the Fire Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff if it is available or to a position the employee is qualified to perform and shall retain their seniority if the layoff did not exceed one (1) year.~~

- 9.6 Newly hired or newly promoted bargaining unit members will serve a one (1) year probationary period. Those newly hired bargaining unit members, who are on probation, may be terminated without recourse to the grievance-arbitration articles herein. Newly hired bargaining members may have their probation extended at the discretion of the Fire Chief.

Newly promoted bargaining unit members will be given a performance appraisal, at the end of their first year. Members in this category, who receive an overall "very good" or higher, on their performance appraisal, will be taken off probation. Elevation to the next pay level will be handled per Article 12 (Wages).

Newly promoted bargaining members who fall below the overall "very good" may have their probation extended at the discretion of the Fire Chief. If the probation is extended and

the member continues to fall below the "very good" standard, administrative proceedings may be initiated.

- 9.7 Approved leaves of absence less than one (1) year, whether paid or unpaid, shall not constitute a break in continuous service.
- 9.8 Any other guidelines pertaining to layoff i.e., reduction in force and/or pay and benefits not recognized in this Article of the existing Collective Bargaining Agreement shall be subject to all such provisions as provided for in the City's Reduction in Force and Separation Pay policies, as approved by City Council on September 4, 2008.

ARTICLE 10

OVERTIME

- 10.1 Employees shall be required to work overtime when ordered unless excused by management. Overtime shall be scheduled in accordance with departmental procedures and prevailing City ordinances and resolutions and administered in accordance with the provisions of this Agreement.
- 10.2 For the purpose of overtime computation, for hours worked beyond the employees' regularly assigned shift (24/48) as described in Article 4 (Work Schedule and Work Shift), sick leave, funeral/memorial leave, military leave and compensatory time shall not be construed as time worked.
- 10.3
- A. The regular rate of pay for shift personnel on which overtime is calculated is determined by dividing the annual salary by 2912 hours per year. All hours actually worked in excess of one hundred six (106) hours during a fourteen (14) day work cycle will be paid an overtime rate of one and a halftimes the hourly rate in accordance with FLSA provisions. All earned overtime will be paid the first pay period following the end of the fourteen (14) day work cycle. The parties recognize that during certain fourteen (14) day work cycles, the employees' regular 24 hours on duty/48 hours off duty work schedules result in the employees being scheduled to work more than one hundred six (106) hours. The parties agree that these regularly scheduled hours of work in excess of one hundred six (106) hours will be paid at an overtime rate regardless of whether the employees use paid vacation leave during their corresponding fourteen (14) day work cycles. All hours in excess of one hundred six (106) which are not part of the employees' regular work schedules will be treated in accordance with existing policy. All mandatory overtime will be paid at time and half.
 - B. All authorized time worked by 40 hours per week personnel in excess of forty (40) hours in a standard workweek will be considered overtime to be paid at the rate of one and one-half (1 1/2) time the employee's rate.
- 10.4 Bargaining unit employees may elect to take compensatory time with the following limitations.
- A. The maximum number of hours a 24 on duty/48 off-duty employee may accrue as compensatory time is one hundred and forty-four (144) ~~seventy-two (72)~~ hours.

Any hours submitted above the one hundred and forty-four (144) ~~seventy-two (72)~~ hours maximum shall be paid per this Article, section 3a.

- B. The maximum number of hours a 40 hours per week employee may accrue as compensatory time is forty (40) hours. Any hours submitted above the forty (40) hours shall be paid per this Article, section 3b.
- 10.5 Accrued compensatory time shall only be paid in the event the affected employee leaves the employ of the City of Mount Dora. In that event, any accrued compensatory time shall be converted to pay for inclusion in the final computation of the employee's final paycheck.
- 10.6 All accrued comp time must be cashed out by the last pay period of September. ~~Comp time may be cashed out at any time during the year. Twenty four hours may be rolled into the next fiscal year.~~
- 10.7 Any employee who has scheduled a minimum of 12 hours of vacation time or approved off duty time swap shall not be subject to mandatory overtime during the time period from the end of their last scheduled shift, until the beginning of their next shift back from vacation/off-duty swap time. Exceptions to this rule may be made when emergency conditions exist as declared by the Fire Chief. Employees may still be eligible for voluntary overtime during vacation periods.

ARTICLE 11

EMERGENCY RECALL CALL BACK PAY

- 11.1 Any employee that responds to the fire station and is engaged for any Emergency Recall ~~a call-back~~ will receive a minimum of three (3) hours pay. Any hours worked above and beyond the initial three (3) hours will be compensated in accordance with Article 10 (Overtime).
- 11.2 The employee responding to an Emergency Recall ~~a call-back~~ is required to ~~document in time and clock in utilizing the approved~~ attendance system and be relieved by the Supervisor Lieutenant or OIC on duty once the Supervisor Lieutenant determines the call is complete.
- 11.3 Emergency Recall ~~Call-back~~ shall follow the guidelines as set forth in the Emergency Recall ~~Call Back~~ S.O.P.

ARTICLE 12

WAGES

- 12.1 All Bargaining Unit members shall receive wage increases as follows: be compensated pursuant to the following Level Pay Plan from October 1, 2021 through September 30, 2024 based on their performance within each designated position, along with the other stipulations specifically described within this article.

- A. For Fiscal Year 2024-25, Bargaining Unit members shall receive an 8% increase to their base pay. Employee ID Numbers 1860 and 1861 shall receive an additional 2% increase. The pay ranges for the Bargaining Unit positions shall be:

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Firefighter October 2024</u>	<u>H</u>	<u>\$16.6706</u>	<u>\$24.8782</u>
<u>-</u>	<u>A</u>	<u>\$48,544.6591</u>	<u>\$72,445.3172</u>

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Engineer October 2024</u>	<u>H</u>	<u>\$18.7779</u>	<u>\$26.5808</u>
<u>-</u>	<u>A</u>	<u>\$54,681.2623</u>	<u>\$77,403.3781</u>

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Lieutenant October 2024</u>	<u>H</u>	<u>\$22.4239</u>	<u>\$29.8879</u>
<u>-</u>	<u>A</u>	<u>\$65,298.4900</u>	<u>\$87,033.6230</u>

- B. For Fiscal Year 2025-26, Bargaining Unit members shall receive a 6% increase to their base pay. The pay ranges for the Bargaining Unit positions shall be:

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Firefighter October 2025</u>	<u>H</u>	<u>\$17.5041</u>	<u>\$26.3709</u>
<u>-</u>	<u>A</u>	<u>\$50,971.8920</u>	<u>\$76,792.0363</u>

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Engineer October 2025</u>	<u>H</u>	<u>\$19.7168</u>	<u>\$28.1757</u>
<u>-</u>	<u>A</u>	<u>\$57,415.3254</u>	<u>\$82,047.5808</u>

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Lieutenant October 2025</u>	<u>H</u>	<u>\$23.5451</u>	<u>\$31.6812</u>
<u>-</u>	<u>A</u>	<u>\$68,563.4145</u>	<u>\$92,255.6404</u>

- C. For Fiscal Year 2026-27, Bargaining Unit members shall receive a 6% increase to their base pay. The pay ranges for the Bargaining Unit positions shall be:

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Firefighter October 2026</u>	<u>H</u>	<u>\$18.3793</u>	<u>\$27.9531</u>
<u>-</u>	<u>A</u>	<u>\$53,520.4866</u>	<u>\$81,399.5584</u>

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Engineer October 2026</u>	<u>H</u>	<u>\$20.7026</u>	<u>\$29.8662</u>
<u>-</u>	<u>A</u>	<u>\$60,286.0917</u>	<u>\$86,970.4357</u>

<u>POSITION</u>	<u>-</u>	<u>MIN</u>	<u>MAX</u>
<u>Lieutenant October 2026</u>	<u>H</u>	<u>\$24.7224</u>	<u>\$33.5821</u>
<u>-</u>	<u>A</u>	<u>\$71,991.5852</u>	<u>\$97,790.9788</u>

- D. Any portion of a Bargaining Unit member's wage increase that exceeds their range maximum shall be paid as a one-time lump sum payment and will not be built into compensation going forward.
- E. Bargaining Unit members' annualized wages are based on 2912 straight hours and do not include the 7K FLSA overtime.
- F. If the City's general, non-bargaining unit employees all receive higher wage increases than those listed above, Bargaining Unit members will receive the higher wage increases.

12.2

A twenty cent (.20) per hour incentive will be paid to all bargaining unit members that receive a certification in Incident Safety Officer, Instructor One Certification, Fire Inspector Certification, Live Fire Instructor and State of Florida Fire and Life Safety Educator II Certification. This shall be paid as twenty cents (.20) per certification per hour.

A \$100 per year incentive shall be paid to Water Rescue Team members in the first pay period in December. Team member designation is subject to the approval of the Fire Chief.

Firefighter 10/01/2021	Hourly	Annualized *
New Hire	\$13.659	\$39775.01
1	13.92437	40547.75
2	14.20283	41358.63
3	14.48685	42185.71
4	14.77665	43029.60
5	15.07212	43890.01
6	15.37358	44767.85
7	15.68102	45663.12
8	15.99465	46576.42
9	16.31459	47508.07
10	16.64082	48458.07
11	16.97367	49427.33
12	17.31314	50415.85
13	17.65943	51424.25
14	18.01265	52452.82
15	18.3729	53501.88
16	18.7403	54571.74
17	19.11515	55663.30
18	19.49745	56776.57
19	19.88742	57912.17
20	20.28516	59070.39
Engineer 10/01/2021	Hourly	Annualized *
1	\$15.9944	\$46575.69
2	16.2596	47347.96
3	16.5301	48135.65
4	16.8061	48939.36
5	17.0875	49758.80
6	17.3746	50594.84
7	17.6674	51447.47
8	17.9661	52317.25
9	18.2708	53204.57
10	18.5815	54109.33
11	18.8985	55032.43
12	19.2218	55973.88
13	19.5516	56934.26
14	19.888	57913.86

15	20.2311	58912.96
16	20.581	59931.87
17	20.938	60971.46
18	21.3021	62031.72
19	21.6735	63113.23

LT 10/01/2021	Hourly	Annualized *
1	\$19.10174	\$55624.2785
2	19.66356	57206.2867
3	19.86012	57832.6694
4	20.05878	58411.1674
5	20.25933	58995.169
6	20.46198	59585.2858
7	20.66652	60180.9062
8	20.87327	60782.9477
9	21.0819	61390.4928
10	21.29274	62004.4589
11	21.50568	62624.5402
12	21.71652	63238.5062
13	21.92946	63858.5875
14	22.1487	64497.0144
15	22.37025	65142.168
16	22.5939	65793.4368

~~*Annualized amount is based on 2012 straight hours and does not include the 7K FLSA overtime.~~

~~The Fire Inspector/Lieutenant shall receive a 5% increase in pay for Fiscal Year 2021-2022.~~

Employees may be hired at a pay level commensurate to their experience limited to 10% above the range minimum five years of experience. Under exigent circumstances, the Fire Chief retains the option to hire an employee with urgently needed or highly specialized skills at any pay level.

Firefighters who are promoted to the rank of Engineer or Lieutenant shall receive a 5% base wage increase or be moved to the minimum of their new pay range, whichever is

~~greater be placed in the appropriate Engineer or Lieutenant's pay level that insures that the member makes no less than 5% of their current pay.~~

~~Moving to the next level of pay shall be tied to performance-based goals. Goals shall be measure objectively and based upon three (3) components and/or combination of all three as determined by the Fire Chief and Deputy Fire Chief. Components shall consist of:~~

- ~~• A Performance Evaluation score of Very Good or higher~~
- ~~• Passing the Annual Physical & Physical Ability Test~~
- ~~• Enrollment in and successfully completion of a minimum of twenty (20) hours of fire service classes or college degree level classes or a combination of both, per fiscal year, that are pertinent to the Mount Dora Fire Service. Any and all classes are subject to the approval of the Fire Chief or his/her designee.~~
- ~~• Both the Medical Exam and Physical Ability Test must be completed and passed before any increases shall be paid.~~

~~*Should an employee not meet these criteria, then they will be moved to next year's pay but will not increase a pay level. (They will move horizontally across the pay table but will not move vertically.)~~

The City will conduct an annual survey of a comparable peer group to determine the appropriate movement of its pay structure of bargaining positions.

~~Any employee whose years of seniority is higher than the years on the pay table, this employee will be "red-circled" or maxed out. Any portion of increase exceeding the table shall be paid as one-time lump sum payment and will not be built into compensation going forward.~~

Upon completion of Provisionals, an hourly paramedic incentive shall be paid to any Paramedic within the Bargaining Unit who maintains a current Florida Paramedic Certification and has been approved by the Medical Director to practice as a paramedic. The hourly paramedic pay will be ~~\$2.75/hr.~~ \$3.75/hr. for Fiscal Year 24-25, \$4.00/hr. for FY 25-26, and \$4.20 per hr. for FY 26-27.

- 12.2 FTO Incentive - Bargaining Unit members performing in an FTO and QA capacity shall be paid a monthly FTO incentive. An FTO shall maintain a current Florida Paramedic Certification and have approval from the Lake County Medical Director to practice as a paramedic/PTO and be assigned this role by the Fire Chief or his designee, in order to function in an FTO QA role.

In return for performing FTO & QA on a regular basis, a stipend of \$100/month shall be paid ~~effective October 1, 2018.~~

Intermittent FTO Incentive - Bargaining Unit members performing in an FTO capacity on an intermittent basis shall be eligible for a stipend of \$1.00 per hour. Intermittent shall be defined as one (1) or more consecutive shifts.

12.3 Special Event Pay - Any Bargaining Unit members that work vendor reimbursed special events or Mount Dora sponsored events, shall be paid the special event rate of pay:

- Firefighters - \$40.00 an hour
- Supervisors - \$50.00 an hour.

The special event rate of pay shall change to mirror any changes to the special event rate of pay for the City's police officers.

~~12.3 Engineer (Driver) Stipend* As per the requirements in Article 7 (Job Posting and Promotions) section 6; all Engineers shall be eligible for an annual stipend of \$500. This stipend shall phased out no later than December 31, 2021.~~

~~12.4 Special Event Pay Any Bargaining Unit members that work vendor reimbursed special events shall be paid the special event rate of pay.~~

~~12.5 Instructor One Certification: Bargaining Unit members who achieve and maintain State Certification as a Fire Instructor I shall be eligible for an annual stipend of \$500. This stipend shall be paid on the first scheduled paycheck in December.~~

~~12.6 State of Florida Municipal Fire Inspector Certification* Bargaining Unit members who achieve and maintain State Certification as a Fire Inspector shall be eligible for an annual stipend of \$500. This stipend shall be paid on the first scheduled paycheck in December.~~

~~12.7 State of Florida Fire & Life Safety Educator II Certification* Bargaining Unit members, who successfully complete State certification as a Fire & Life Safety Educator II, shall be eligible for an annual stipend of \$500. Bargaining Unit members receiving this stipend will assist the Fire Department in performing public outreach programs regarding such topics as fire safety, general safety, EMS classes and/or station safety tours. This stipend shall be paid on the first scheduled paycheck in December.~~

~~*Appropriate documentation must be submitted to the Fire Chief or his/her designee prior to November 15th of each year of this Agreement or no stipends shall be paid.~~

ARTICLE 13

VACATION

- 13.1 All full-time employees in the Fire Department shall be entitled to accrue annual leave time. Annual leave shall begin to accrue from the date of employment with the Mount Dora Fire Department but may not be used during the first ninety (90) days of employment. Full-time employees shall accrue annual leave at the following rate:

Completed Credited Service	Vacation Time Accrual
0-5 Years	<u>7 Shifts (168 hours)</u> 6 Shifts (144 hours)
6-10 Years	<u>8 Shifts (192 hours)</u> 7 Shifts (168 hours)
11-15 Years	<u>9 Shifts (216 hours)</u> 8 Shifts (192 hours)
16-20 Years	<u>10 Shifts (240 hours)</u> 9 Shifts (216 hours)
20+ Years	<u>11 Shifts (264 hours)</u> 10 Shifts (240 hours)

Full-time 40 Hours per Week employees shall accrue annual leave at the following rate:

Completed Credited Service	Vacation Time Accrual
0-5 Years	12 Days (96 hours)
6-10 Years	15 Days (120 hours)
11-19 Years	18 Days (144 hours)
20+ Years	20 Days (160 hours)

For purposes of this Article, a shift or workday is a twenty-four (24) hour period. No leave shall accrue for a period in which the employee was on suspension or leave without pay status.

- 13.2 Annual leave earned shall be credited to the employee on the last day of the pay period. During leave of absence with pay, an employee shall continue to earn annual leave credits to the extent outlined in Section 7 of this article provided the employee returns to active employment.
- 13.3 Annual leave shall be charged to the employee for the actual time the employee is away from work. Annual will be charged in increments of tenths of hours.

- 13.4 Pre-registration for vacation will occur from November 1st until December 1st, or the first weekday following these dates if they fall on a weekend. During this period, personnel will submit vacation requests to their Shift Lieutenant listing the requested time off.

Contiguous dates are considered one pick.

After December 1st, the Lieutenant will go down the list of his/her personnel and assign vacation time for the following year by seniority. If your first choice was taken by someone with more seniority, then you will be assigned your second choice (unless it has also been taken) and you will have to resubmit for the remainder of your vacation. ~~No-two~~ One employees ~~from any one shift~~ will be allowed off on each shift at the same time except in the case of an emergency, calling in sick, or a shift swap. After the above process has been completed, any additional request/picks/changes can be made throughout the year via the scheduling software on a first come, first served basis, normally within 48 72 hours' notice. Vacation requests submitted, remain requests until approved by the Fire Chief or his/her designee.

- 13.5 It is the intent of these rules to have employees take their vacation yearly for the period in which it was earned. Employees shall not accumulate annual leave in excess of two hundred forty (240) hours from year to year. Starting in January, after the posting of vacation used during the first pay period at the beginning of January for each employee, any excess hours over two hundred forty (240) hours will be forfeited. If the employee is not afforded the opportunity to use annual leave, or is refused the use of the leave, the excess shall be carried in the employee's vacation account.
- 13.6 Employees will receive all accrued annual vacation upon termination. When a probationary employee quits without the proper notice of thirty (30) days, he or she will not receive the accrued time payment. Upon the death of an employee, the earned annual leave will be paid to the spouse or estate of said employee.
- 13.7 If an employee's leave extends beyond six (6) pay periods (twelve (12) weeks), the employee shall not accrue annual or sick leave credits after the twelve (12) week period until they return to work on their regular work shift.
- 13.8 December 1st of each year, bargaining unit members will be eligible to cash out one shift (24 hours) of accrued vacation time. This payout shall be on the first paycheck of December.

ARTICLE 14

HOLIDAYS

- 14.1 The following eleven holidays are those which shall be recognized and observed:

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th

- 14.2 Whenever a recognized Holiday occurs, each Bargaining Unit member shall be paid Holiday time in an amount equal to eight (8) hours at the employee's regular straight time rate. If a bargaining unit member works the full 24-hour shift on a holiday, that employee will receive an additional eight (8) hours of pay at regular straight time rate. Each 40 hours per week personnel shall receive eight (8) hours off with pay for each of the holidays on the day observed by the City.
- 14.3 Should a member of the bargaining unit be required to work overtime on a holiday due to an absence, that bargaining member will receive additional holiday pay.
- 14.4 In the event the City Council awards additional holiday time off to all general employees, a commensurate amount of compensatory time, at straight time, will be awarded to Bargaining Unit members.
- 14.5 Refer to the Fire Department's "Trading of Time" S.O.P. regarding Holiday pay and time trades.

ARTICLE 15

SICK LEAVE

- 15.1 An employee may use accrued sick leave in the case of personal injury (non-job related), maternity, or illness of the employee; necessary appointments which cannot be made reasonably during off-duty days for the employee or members of the employee's household for medical, dental, optical, or chiropractic examination or treatment; and illness of a member of the employee's household who requires the employee's personal care and attention.

To receive compensation while absent on sick leave, the employee shall notify the on-duty supervisor at least one (1) hour prior to their assigned duty time. In instances where an extended medical leave is necessary, the employee will notify their supervisor in writing as soon as the approximated time away from work is known in order to provide for uninterrupted coverage. A physician's statement will be required to support the reason for the extended medical leave and the approximate duration.

Sick leave will be charged, in sequence, to sick leave, annual leave, and then leave without pay.

Frequent claiming of benefits under this rule will constitute grounds for the assumption by the City that the physical condition of the employee is below the standard necessary for the proper performance of duties. Evidence of malingering or the abuse of this benefit will constitute grounds for dismissal or disciplinary action as determined by the employer. Evidence that an employee worked a second job while claiming sick leave benefits from the City will be considered such abuse.

- 15.2 Those employees entitled to earn annual leave (vacation) shall also be eligible to earn sick leave.
- 15.3 Sick leave earned shall be credited to the employee in hour increments. For purposes of this Article, a shift or workday is a twenty-four (24) hour period.

All shift employees covered by the agreement will accrue sick leave at 144 hours per year.

Full-time 40 Hours per Week employees shall accrue sick leave, same as the City's general employees, at the following rate:

Completed Credited Service	Sick Leave Accrual
0-10 Years	10 Days (80 hours)
11-15 Years	13 Days (104 hours)
16-20 Years	15 Days (120 hours)
20+ Years	18 Days (144 hours)

15.4 Sick leave time shall be charged to the employee in increments for the actual time the employee is away from work.

15.5 There shall be no limit upon the amount of sick leave an employee may accrue. ~~For employees employed prior to October 1, 1991: Upon retirement or termination because of disability or death, fifty percent (50%) of accumulated sick leave will be used for computation of pay or early release; and employees who voluntarily terminate with proper notice for reasons other than stated will be paid twenty five percent (25%) of their accumulated sick leave. Such computation will be at straight time rates and based on a maximum of seven hundred twenty (720) hours.~~

~~For employees employed after September 30, 1991;~~

A. An employee resigning with proper two (2) weeks' notice or terminated from City employment shall be granted payment of twenty-five percent (25%) of their accrued sick leave but not to exceed four hundred sixty-seven (467) hours. An employee shall not lose any sick leave accrued if transferred to another City position.

B. Upon retirement, termination because of disability, or death, fifty percent (50%) of accumulated sick leave will be used for computation of pay credited toward early release but not to exceed seven hundred twenty (720) ~~four hundred sixty-seven (467)~~ hours.

C. The payment of sick leave benefits is subject to the repayment of any outstanding indebtedness owed to the City.

15.6 Documentation verifying an employee's need for Sick Leave may be submitted anytime the employee uses Sick Leave. Normally, however, no documentation will be required by the Fire Department unless an employee has more than seventy-two (72) hours of undocumented Sick within the previous twelve (12) month period. In such cases, documentation will be required for all Sick Leave usage until such time as the employee has less than seven-two (72) hours of undocumented Sick Leave within the preceding twelve (12) months.

Documentation may also be required verifying the employee's need for sick leave and their capability to return to work when an employee uses two (2) or more consecutive twenty-four (24) hours shifts of Sick Leave.

The "documentation verifying an employee's need for Sick Leave" that is mentioned above is only required to ensure that Sick Leave is used for the purposes outlined within City policy and should not include any private medical information. Employees that do not fall within these guidelines will not be paid for their absence and may be subject to disciplinary action as well.

- 15.7 Absence for a fraction of a day that is chargeable to sick leave shall be charged proportionally in an amount not less than one (1) hour.
- 15.8 If an employee's leave extends beyond six (6) pay periods (twelve (12) weeks), the employee shall not accrue sick leave or annual leave credits after this twelve (12) week period until returning to work on their regular work schedule.
- 15.9 Sick leave usage and documentation shall follow the guidelines as set forth in the "Sick Leave" S.O.P.

15.10 Personal Days

Full-time employees shall receive two (2) paid Personal Days per fiscal year for emergency reasons, religious observance, family illness and/or any other personal business. Personal Days cannot be carried over from year to year and cannot be cashed out upon separation from City employment.

15.11 Sick Leave for Illness

An employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Sick Leave for illness is contingent upon maintenance of regular contact. If Sick Leave for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City's FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee's date of return.

ARTICLE 16

FAMILY AND MEDICAL LEAVE ACT OF 1993

It is the policy of the City to provide family and medical leave to eligible employees in accordance with the Federal Family and Medical Leave Act of 1993. Eligible employees who have worked at least one (1) year and who have worked at least 1,250 hours during the past twelve (12) months are eligible to use twelve (12) work weeks of leave time during any twelve (12) month period may take leave for the following reasons:

- For the birth and care of your newborn child;
- For placement with you of an adopted or foster child;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- To take medical leave when you are unable to work because of your own serious health condition.

In the event that a second qualifying event occurs within the same twelve (12) month period, and all twelve (12) weeks of Family Medical Leave have been exhausted, an eligible employee may use up any remaining accrued time for the duration of that qualifying event.

The Personnel Policies and Procedures manual fully explains the Family Medical Leave Act of 1993 and this and other documents will be used in the administration of leaves with or without pay.

ARTICLE 17

FUNERAL/MEMORIAL LEAVE

- 17.1 Employees who work 24 hours, on 48 hours off shall be allowed up to two (2) consecutive scheduled shifts at any one time for funeral leave to make arrangements for and attend a funeral or memorial service with no loss of pay and no charge against sick leave time in the event of death in the "immediate" family. Forty (40) hour per week employees shall have up to three (3) consecutive days for funeral leave. If additional time off is necessary to attend the funeral/memorial of a member of the immediate family, annual leave can be used.
- 17.2 Immediate family shall be defined as: Employee's father, mother, spouse, father-in-law, mother-in-law, children, stepchildren, son-in-law, daughter-in-law, first cousin, aunt, uncle, sister, brother, brother-in-law, sister-in-law, grandparents, grandchildren, stepfather, stepmother, step or half brother and sister, legal guardian, or ward.
- 17.3 Should an employee require additional time other than provided in Section 17.1 of this article, additional time off with pay, charged to accrued vacation leave or accrued compensatory time may be requested from the Department Head or designee.
- 17.4 In the event of a death of significant importance to the employee outside of the defined immediate family, the Fire Chief or his/her designee may grant up to two (2) shifts off for 24 hour personnel or two (2) days for 40 hour personnel to make arrangements and/or attend funeral services. Any accrued time of the employee's choosing may be used.

ARTICLE 18

MILITARY LEAVE

- 18.1 A permanent employee who leaves the service of the City to join the military forces of the United States, during time of war or other national emergency, shall be placed on military leave without pay in accordance with conditions set forth in federal law. Such leave shall extend through a date ninety (90) days after which the employee is relieved from the military service. The employee shall be entitled to be restored to the position, which was vacated, provided the person makes application with the City within ninety (90) days of the date of discharge under honorable conditions, and is physically and mentally capable of performing the work of the position.
- 18.2 In the event a position vacated by a person entering the armed services under Section 1 above no longer exists at the time the employee qualifies to return to work; such person shall be entitled to be re-employed so long as such re-employment does not necessitate the laying off of another person who was appointed at an earlier date than such person returning from military leave.
- 18.3 A permanent or probationary employee who is a member of the National Guard or an organized military reserve of the United States will be allowed a maximum of seventeen (17) calendar days leave of absence for active duty or for training with the armed forces.

ARTICLE 19

TRAINING & EDUCATIONAL LEAVE

- 19.1 The Fire Chief may grant leave with pay, together with the cost of tuition, books, fees and the necessary travel expenses, in order that employees may attend professional conferences, meetings, courses, schools (non-degree seeking), and similar events which are related to Fire/EMS skills and knowledge.
- 19.2 The City shall cover the cost of all classes necessary to maintain an employee's current levels of certification.
- 19.3 Educational opportunities will be awarded with preference based on the relevance to the employee's current rank, followed by courses that are related to career progression. Educational opportunities are subject to available funding.
- 19.4 Probationary employees who have satisfactorily completed six (6) months of service will be eligible to attend educational opportunities with the approval of the Fire Chief or designee.
- 19.5 Reimbursement for the cost of tuition for an associate's degree shall be limited to the per course cost charged by Lake-Sumter State College. Book expenses will be reimbursed up to \$100 per course.
- 19.6 Reimbursement for the cost of tuition for a bachelor's degree shall be limited to the cost per course charged by University of Central Florida. Book expenses will be reimbursed up to \$150 per course.
- 19.7 The City will not reimburse the employee for grades of incomplete, D, or F for any college level classes.
- 19.8 The City will reimburse the employee for pass/fail classes only if the employee receives a Pass on the course.

ARTICLE 20

CIVIL LEAVE

- 20.1 An employee called for jury duty during normal work hours shall receive regular daily wage for each day, less the sum received as juror's pay. The employee shall furnish to the Fire Chief evidence showing the performance of and compensation for jury duty.
- 20.2 The mileage payment shall not be included when calculating jury duty compensation for the purpose of jury duty pay. In the event the employee is excused or otherwise released from jury duty prior to the completion of his/her normal City work schedule, the employee shall return to his/her assigned duties. If the employee attends court on his/her day off, the employee will not receive an extra day off.
- 20.3 Leave for court attendance when the employee is the defendant or engaged in personal litigation shall be charged to accumulated vacation, or compensation time at the employee's choice in base hourly rate increments. Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court. Employees may be required to submit a statement to verify court time served.
- 20.4 The Employer shall compensate the employee for time spent in court, or before a judge, justice, attorney, or coroner as a witness on the City's behalf as a result of an incident that occurred during the performance of normal duties when such time is scheduled other than during normal shift or work hours.

ARTICLE 21

HEALTH, LIFE, AND DENTAL INSURANCE

- 21.1 Under the City's self-funded health insurance plan, the City shall provide medical insurance benefits for all full-time employees, sharing the cost of individual and family medical insurance coverage for the active employee and their dependent(s) in accordance with present practice. Based on the Plans' claims experience, and in collaboration with the City's Broker of Record and Provider(s), the City will determine appropriate medical insurance premiums, deductibles, copays and co-insurances for all plan participants. For Plan Year 2018-2019 and all subsequent plan years going forward, the City will identify health insurance co-pays and monthly employee out-of-pocket costs in a Memorandum of Understanding that shall be added as an addendum to this Agreement.
- 21.2 The City further agrees that for the Plan year defined as October 1st to September 30th in each year of this agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in an amount approved by the City Council for the respective FY.
- 21.3 The City shall pay the premiums for group life and Accidental Death & Dismemberment (AD&D) insurance at a face value of fifteen-thousand dollars (\$15,000) for all full-time, non-exempt bargaining unit members for the duration of this Agreement. In addition, as mandated by State Statute, the City shall provide additional Accidental Death & Dismemberment coverage in the following amounts;
- \$25,000 per Person Non-Emergency
\$50,000 per Person Emergency
\$75,000 Death in the Line of Duty
- Additional life insurance as well as dependent life insurance is available at full cost to the employee.
- Dental and Vision coverage will be made available at full cost to the employees and their dependents.
- 21.4 Liability Insurance: The City shall provide liability coverage to assist in the defense of any claim against any member of the bargaining unit, where the claim results from the employee's employment within the City and where the employee is acting within the scope of his/her employment.

ARTICLE 22

HEALTH, SAFETY AND MEDICAL EVALUATIONS

- 22.1 The City and the Union mutually agree to conform to and comply with the laws as to safety, health, sanitation and working conditions required by the Federal, State and local law. The City and the Union will cooperate in eliminating safety and health hazards. In order to effect such cooperation, the City and the Union agree to the formation of a Fire Department Health & Safety Committee.
- 22.2 The Health and Safety Committee shall evaluate existing workplace safety policies, existing and potential equipment specifications for protective clothing and safety equipment. The committee shall submit any recommendations to the Fire Chief who will then issue a final decision based on the committee's findings.

Medical Evaluations (Physicals)

A. Pre-Employment Medical Evaluations for Firefighters {requires two visits} (First visit: Vitals and Fasting Blood draw. Second Visit: Provider visit - head to toe assessment, stress test, and Snellen vision test).

Complete Medical Evaluation by Physician that meets or exceeds NFPA 1582.

Lab Work:

- HEMGPD (CBC (HEMOGRAM) WITH PLATELET COUNT & DIFFERENTIAL)
- CMP /Lipid Panel
- PSA (Age 40 and above)
- Micro UA
- ARCA Urine 10 Panel Drug Screening
- Vital signs (Height, Weight, Temp, Waist, Blood Pressure and Pulse Oximetry)
- Snellen Vision Screening
- FIT Test - Respirator Exam
- Cardiovascular Fitness (Stress Test)
- Chest X-Ray (2 view) Baseline and every five years
- Pulmonary Function Testing with Spirometer
- Hepatitis C Screening
- HIV Baseline (optional test - would be completed after employment)
- Tobacco Free Testing (Mandatory)

- Tetanus Diphtheria Toxoid (Every 10 years)
- PPD (TB Testing) Pre-employment and Annual
- Hepatitis B Vaccination (3 doses)
- Hepatitis B Titer (administered after last immunization - every 5 years or as CDC recommended)
- Influenza (Flu Shot) Voluntary

B. Annual Physicals for Firefighters (requires two visits) (First visit: Vitals and Fasting Blood draw. Second Visit: Provider visit- head to toe assessment, stress test, Snellen test).

Complete Physical Examination by Physician that meets or exceeds NFPA 1582.

Lab Work:

- HEMGPD (CBC (HEMOGRAM WITH PLATELET COUNT & DIFFERENTIAL)
- Comprehensive Metabolic Panel (CMP) Lipid Profile
- PSA (Age 40 and above)
- PAP Smear (as indicated) (~~Women Age 40 & Above~~)
- Mammogram (as indicated) (~~Annually for women~~)
- Micro UA
- Al-ICA Urine 10 Panel Drug Screening
- Vital signs (Height, Weight, Temp, Waist, Blood Pressure and Pulse Oximetry)
- Snellen Vision Screening
- Hearing Screening (Refer to audiologist for soundproof booth if necessary)
- Pulmonary Function Testing with Spiro meter
- HEP C Screening
- FIT Test - Respirator Exam
- Tetanus (every 10 years)
- Cardiovascular Fitness (Stress Test)
- Chest x-ray (2 view) Baseline (every 5 years)
- HRA - Health Risk Assessment Report
- Hepatitis B Booster, as needed
- Hepatitis B Titer (administered after last immunization - (every 5 years) or as CDC recommends
- Hemocult (Age 40 and above)
- Influenza (Flu Shot) Voluntary

- 22.3 Health-Related Fitness: It is mutually agreed upon that all bargaining unit employees will take part in a health-related fitness program, including aerobic and muscular fitness. The City and the Union mutually agree to conform to and comply with the following Pass/Fail physical ability test (PAT) designed to evaluate the bargaining unit member's ability, and capacity for satisfactorily performing the functions of a Firefighter. This test does not discriminate against individuals on the basis of sex, age, race, religion, or national origin. The following abilities and baselines have been agreed upon on the basis of both importance and frequency, critical to the job of firefighting.

Prior to ~~September~~ December annually: All firefighters will pass the "Moderate Field Test", consisting of a two (2) mile hike in thirty (30) minutes with a twenty-five (25) pound pack.

This test procedure shall remain in effect until such time as a national test is developed and adopted.

If unable to successfully pass the physical ability test (PAT) as described above, firefighter(s) will have one year from the date of the failed PAT to retest and pass. They may retake the test as many times as they wish during that period. If at the end of that time a firefighter is still unable to pass the PAT, the firefighter will be subject to termination.

ARTICLE 23

PENSION AND RETIREMENT PLAN

- 23.1 The Employer shall continue to provide the benefits of the Firefighter's Pension and Retirement System and when applicable shall consider and review any changes presented to the City Council by the Board of Trustees of the Firefighter's Pension and Retirement Fund.
- 23.2 This fund shall be kept in accordance with Chapter 175 of the Florida Statutes and in accordance with the rules promulgated by the State Division of Retirement and Pension for Firefighters and by local ordinances in effect as of this date.
- 23.3 No benefit or contribution can be changed or altered without mutual consent.
- 23.4 The rate of Firefighters contribution to the Pension Plan is 6.99%

In addition, the Union agreed that the City shall have access to all future 175 insurance money based on the actuarial study conducted by Gabriel Roeder Smith & Company, dated December 10, 2012, and going forward.

- 23.5 Upon the Union's written request, which must be received by the City no later than May 1, 2025, the parties will reopen Article 23 for Fiscal Year 2025-26.

ARTICLE 24

PROTECTIVE CLOTHING AND EQUIPMENT

- 24.1 The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of firefighters, as determined by the Fire Chief.
- 24.2 All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides a reasonable level of worker protection from among federal, state, provincial or voluntary consensus standards.
- 24.3 Only personnel who have been trained and certified by the manufacturer or applicable agency shall be permitted to perform major maintenance and/or repairs on self-contained breathing apparatus, such as face piece replacement and regular repairs.
- 24.4 Employees shall maintain and operate the clothing and issued equipment provided in a reasonable manner. Employees may be held responsible for items if treated in a negligent manner and are expected to operate all city property in a reasonable manner.

ARTICLE 25

UNIFORMS AND COMBAT GEAR

All uniforms and combat gear required of the employees in the performance of their duties shall be reasonably provided without cost to the employee by the Employer and maintained in good safe condition by the employee; replacement to be determined by the Fire Chief. The uniforms should not be worn, nor equipment used, when the employee is not on duty unless specific permission is given by the Fire Chief or designee. Personal items damaged due to job requirements may be repaired or replaced by the City.

ARTICLE 26

MILEAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business shall be compensated at the rate established by Florida Statutes governing Public Employees' mileage allowance.

ARTICLE 27

PARKING

The Employer shall provide, without cost to employees on duty, adequate parking spaces adjacent to all Fire Department facilities, fire stations, and work sites to the extent available.

ARTICLE 28

SANITATION, MAINTENANCE, AND UPKEEP

- 28.1 The Employer agrees to supply and make available reasonable materials for the day-to-day maintenance and upkeep of the fire station. The Employer furthermore agrees to supply reasonable items, as determined by the Fire Chief, necessary to maintain satisfactory conditions of living quarters.
- 28.2 The Union and the City agree that employees shall be required to perform any duties relating to firefighting, which include routine tasks and duties relative to their equipment, equipment area, and living quarters.

ARTICLE 29

MANAGEMENT RIGHTS

Except as expressly provided for in this Agreement or by Statue or Ordinance, the City retains the sole right to manage its operation and direct the working force, including the rights to:

- A. Decide the size of and number in its working force;
- B. Decide the scope of service to be performed;
- C. Decide the method of service
- D. Determine whether and to what extent the normal routine work required in its operation shall be performed by employees covered by this agreement or other employees;
- E. Curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City such curtailment or discontinuance advisable;
- F. Establish and change hiring procedures;
- G. Hire, lay off, assign jobs, work and locations;
- H. Transfer employees or work;
- I. Discipline and discharge for just cause;
- J. Promote and determine the qualifications of employees covered by this Agreement;
- K. Determine the starting and quitting time and the number of hours to be worked;
- L. Establish, modify, combine, abolish, or change existing jobs;
- M. Establish new jobs;
- N. Subcontract out any or all of the work performed by the employees in the bargaining unit, when in the opinion of the City Council such subcontracting will be beneficial to the operation of the City government;
- O. Determine, establish and implement internal security practices;
- P. Make, alter, amend or eliminate work policies, practices and rules of conduct; and
- Q. Have complete authority to exercise those rights and powers incidental thereto, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in the Agreement.

ARTICLE 30

PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees as contained in the City Personnel Policies and Procedures which are not included in this Agreement shall remain in full force during the term of the agreement. If a change is proposed that would affect the bargaining unit, the City will give notice of the change to the Union and offer to bargain on the effect of the change. The bargaining, if any, will not unreasonably delay the implementation of the change.

ARTICLE 31

NO STRIKE

- 31.1 The Union agrees that it will not, under any circumstances or for any reason, including, alleged or actual breach of contract by the City, or in sympathy for or support of other employees or Union, call, encourage, authorize, ratify, or engage in any strike, slowdown, or other interruption of work during the term of this Agreement.
- 31.2 Each employee agrees to not, under any circumstances or for any reason, including alleged or actual breach of contract by the City, or in sympathy for or support of other employees or Union, engage in a strike, slowdown, or other interruption of work during the term of this Agreement
- 31.3 The City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any strike, sit-down, stay-in, or slow-down while in the duty of the City, or any curtailment of work or restriction of service or interference with the operations of the City.

ARTICLE 32

UNION BUSINESS

- 32.1 Employees elected or appointed to represent the Union may be granted leave without pay to perform their Union functions including, but not limited to, conventions, seminars, or conferences, or bargaining sessions. This is not to exceed a total of 96 hours per year, nor can more than two (2) employees of the department be granted this leave at the same time. This leave will be subject to the discretion of the Fire Chief.
- 32.2 The Union will inform the City in writing of its designated representative when a grievance is filed, which grievance may be processed during duty hours so long as the processing does not interfere with the Fire Department's operations.

ARTICLE 33

BULLETIN BOARD

- 33.1 The Union will be allocated a reasonable location in the Fire Department for a bulletin board for posting of union material. All materials placed upon the bulletin board by the Union will be dated and signed by a union representative.
- 33.2 Such bulletin board space is exclusively for the Union for the purpose of posting union business and information such as: notices of union meetings, elections, and recreational and social activities.
- 33.3 The Union shall not post any materials which are obscene, defamatory, or impair the operations of the department or City.

ARTICLE 34

DUES DEDUCTION

- 34.1 The City agrees that upon receipt of a voluntary written individual notice for any bargaining unit employee, the City shall deduct from their pay, dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after receipt of notice.
- 34.2 Dues shall be deducted each designated pay period with a maximum of 26 pay periods per year and those moneys shall be remitted to the Union reasonably thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period, after tax deductions, are less than the amount of dues to be checked off.
- 34.3 The Union will initially notify the City as to the amount of dues. Such notification will be to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.
- 34.4 The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues.

ARTICLE 35

EMPLOYEE DISCIPLINARY PROCEDURES

35.1 Discipline and discharge shall be grieved through either the negotiated grievance procedure, or the City's appeal procedure as outlined in the City's Personnel Policies and Procedures, or through legal means as may be provided by statutes.

35.2 Interviews conducted as part of formal investigations will be audio recorded.

ARTICLE 36

GRIEVANCE PROCEDURE

- 36.1 A "grievance" is a claimed violation of a specific term of this Agreement, to include, but not limited to, a means of appeal for imposed discipline or discharge.
- 36.2 During the processing of a grievance, the grievant shall not be represented by an elected official of the City, nor the City Attorney, nor the City Attorney's staff.
- 36.3 Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner, and strictly in accordance with the following stated time limits:

Step One:

The grievant shall date and present the grievance in writing to the grievance committee within seven (7) calendar days of the occurrence. The grievance committee will determine if the grievance is valid under the bargaining agreement. The grievance committee will provide a recommendation to the grievant in writing. If warranted, the grievance will proceed to Step Two. If the issue can be resolved through the grievance committee, no further action will be taken.

Step Two:

An aggrieved party or the Union shall date and present in writing the grievance to the Deputy Fire Chief within seven (7) calendar days of knowledge of the occurrence of the action giving rise to the grievance. The Human Resource Director shall be notified of the grievance. The Deputy Fire Chief may, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved party for the purpose of attempting to resolve the grievance. The Deputy Fire Chief shall notify the aggrieved party and the Union, in writing, of the decision within ten (10) calendar days following the receipt of the grievance or after a meeting, if a meeting is held. If the action which gave rise to the grievance was instituted by the Deputy Fire Chief, then the grievance will be presented directly at step three to the Fire Chief. If this occurs, then Step Two will be eliminated. If the grievance remains unsettled, it will proceed to Step Three.

Step Three:

If the grievance is not resolved at Step Two, the aggrieved employee or the Union, within seven (7) calendar days of receipt of the Deputy Fire Chiefs decision in Step Two, may submit the grievance to the Fire Chief who will call a special meeting to consider the grievance within ten (10) calendar days of receipt of the grievance. The Fire Chief shall

notify the aggrieved party and the Union of the decision in writing within ten (10) calendar days of the Fire Chiefs receipt of the grievance.

Step Four:

If the grievance is not resolved at Step Three, the aggrieved employee or Union, within seven (7) calendar days following receipt of the Fire Chiefs decision in Step Three, may appeal the grievance to the City Manager, whose decision shall be final except as provided for in Article 37 (Arbitration). If such an appeal is made, either party may request a meeting to consider the grievance, or they may mutually agree that no meeting be held. If either party elects a meeting, it shall take place within fifteen (15) calendar days of receipt of the request for the meeting, either in City Hall or at some other location specified by the City Manager. The City Manager shall notify the aggrieved party and the Union of the decision, in writing, within fifteen (15) calendar days of receipt of the appeal if no meeting is held, or within ten (10) calendar days after the conclusion of the meeting if a meeting is held.

ARTICLE 37

ARBITRATION

- 37.1 If any grievance is not resolved by the foregoing grievance procedure, the Union, within seven (7) calendar days after receipt of the City Manager's decision, may give to the City Manager, by hand delivery or by registered or certified mail, said written notice to include a written statement of the position of the Union with respect to the arbitral issue. Within ten (10) calendar days from receipt of such notice, the parties shall meet to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within five (5) calendar days, jointly request a list of five (5) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union will strike two names from the list and the Employer will then strike two names from the list, and the person remaining will be the arbitrator.
- 37.2 As promptly as possible after being selected, the arbitrator shall conduct a hearing with representatives of the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Employer, and the Union in writing. It shall be the obligation of the arbitrator to make the best effort to rule within twenty-one (21) calendar days after the hearing. The expense of the arbitrator, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. The submission to the arbitrator shall be based on the written grievance submitted in Steps One and Two of the grievance procedure and shall include a copy of this agreement.
- 37.3 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement by statute or otherwise, to the Employer, the Union, or the employees, or to establish or change any wage or rate of pay in this agreement. No decision of any arbitrator or of the Employer in one case shall create a basis for retroactive adjustment in any other case.
- 37.4 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee and interim earnings for those days the employee would have otherwise been scheduled to perform duties for the Employer.
- 37.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

- 37.6 It is agreed with respect to this grievance and arbitration procedure, that it is the intent of the parties that grievances must be raised at the earliest possible time.
- 37.7 A time limit at any stage of the grievance or arbitration procedure may be extended by written mutual agreement of the Union and the City Manager. In the event of the Fire Chiefs or City Manager's absence due to vacation or other bona fide reason, the time limits in the grievance or arbitration procedure in this or in the Grievance Article related to those two officials will not include those days of absence.

ARTICLE 38

PRINTING AND SUPPLYING AGREEMENT

Each employee shall be provided an electronic copy of this Agreement. The Employer shall retain the original signed Agreement and maintain a certified copy at the Fire Station.

ARTICLE 39

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 40

TOBACCO POLICY

- 40.1 All employees hired by the City of Mount Dora Fire Department after October 1, 1989, shall be nonusers of tobacco or tobacco products whether on-duty or off-duty while employed by the City.
- 40.2 In accordance with the City's Policy on the use of tobacco or tobacco products as approved by City Council on May 6, 2014, smoking or the use of tobacco products shall not be permitted anywhere in, around, or on the property of any City facility in which employees work or have access to, including any City right of ways or in any City vehicles. Use of tobacco products in front of the public while on duty is prohibited.
- 40.3 The activity of "smoking or use of tobacco products" shall include but not be limited to the smoking or carrying of any kind of lighted pipe, cigar, cigarette, or the use of any other tobacco product, including chewing tobacco, snuff, "E" cigarettes etc.

ARTICLE 41

MEDICAL PERSONNEL AT FIRE SCENE

The City agrees that it shall request an ambulance with trained medical personnel and life support equipment to be present at the scene of all (more than one engine company operation) multiple fires or emergencies.

ARTICLE 42

DURATION

- 42.1 This Agreement shall take effect October 1, ~~2024~~ ~~2021~~ and shall continue in full force and effect until midnight of September 30, ~~2027~~ ~~2024~~. Either party desiring to reopen negotiations, for a successor agreement, shall notify the other party in writing at least one hundred twenty (120) days prior to the termination of this Agreement.

~~Each party may re-open three (3) articles beginning October 1, 2021 and October 1, 2022, and October 1, 2023.~~

~~Both parties agree to reopen the following articles: 12 Wages, 22 Health Safety and Medical Evaluations.~~

In addition to Article 23 that the Union may reopen for Fiscal Year 2025-26, the parties may mutually agree to reopen Article 2 and Article 12 during the term of this Agreement.

This Agreement shall continue in full force and effect until superseded by another Agreement between the City and the Union.

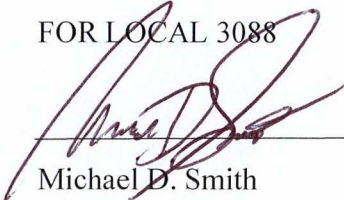
- 42.2 The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision, by general grant of authority, or by silence. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth or provided for in this agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue; however, any agreement reach on such issue shall be retroactive to the date of the change.
- 42.3 This contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed, or amended in any respect except on mutual agreement set forth in writing and signed by duly authorized representatives of both parties before it will be effective.

ARTICLE 43

RATIFICATION AND AUTHENTICATION

This Agreement was ratified by vote of the Bargaining Unit members on August 19th, 2024, and by vote of the City Council of the City of Mount Dora on _____, 2024.

FOR LOCAL 3088



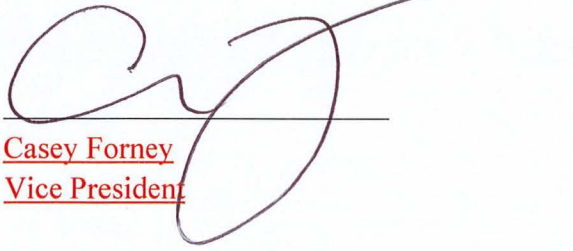
Michael D. Smith
President

IAFF FOR THE CITY

Crissy Stile
Mayor

8-19-2024

Date



Casey Forney
Vice President

Date

Vince Sandersfeld
City Manager

8-19-2024

Date



Tara Holcomb
Treasurer/Secretary

Date

8-19-2024

Date



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Service Agreement with Marilyn Douglas, Purchasing Pro, LLC

Introduction:

This is a request for Council to approve a service agreement between the City of Mount Dora and Marilyn Douglas of Purchasing Pro, LLC for procurement consultant services.

Discussion:

Purchasing Pro LLC offers purchasing consultant services and is managed by former City of Mount Dora Purchasing Manager Marilyn Douglas, who retired from the City in good standing in 2024. Ms. Douglas is the sole employee of the Contractor; and is familiar with the structure of the City and knowledgeable of its departments and the services which it provides.

On March 8, 2024, a temporary workforce agreement was signed between the City of Mount Dora and Purchasing Pro, LLC, through which the contractor provided procurement services to the City for a certain period of time. The City desires to continue the engagement of the services secured through the initial agreement using the attached extension/amendment of the initial engagement with the Contractor pursuant to the terms and conditions set forth therein.

Temporary work force services are exempt from competition pursuant to the City's Purchasing Policy Manual, Section 2.34.

Budget Impact:

Funds are budgeted in the Finance department, GL # 001-1210-513.34-01.

Strategic Impact:

The City's engagement with Purchasing Pro, LLC supports all aspects of the City's Strategic Plan.

Recommendation:

Council approve the service agreement between the City of Mount Dora and Purchasing Pro, LLC for procurement consultant services.

Attachment(s):

1. Marilyn Douglas.Purchasing Pro New Agreement.Draft.TEMPORARY WORK FORCE

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/23/2024

Approved - 8/23/2024

Approved - 8/27/2024

Approved - 8/27/2024

Final Approval - 8/27/2024

TEMPORARY WORK FORCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Mount Dora ("City") and Purchasing Pro LLC ("Contractor").

WHEREAS, temporary work force services are exempt from competition pursuant to the City's Purchasing Policy Manual, Section 2.34; and

WHEREAS, the Managing Member of the Contractor, Marilyn Douglas, was previously employed by the City as Purchasing Manager, retiring from the City in good standing in 2024;

WHEREAS, Marilyn Douglas is the sole employee of the Contractor; and

WHEREAS, the Contractor is familiar with the structure of the City and knowledgeable of its departments and the services which it provides; and

WHEREAS, the Contractor has agreed to provide procurement services to the City for a temporary period of time as set forth herein; and

WHEREAS, the City desires to engage the Contractor pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the parties agree as follows:

SECTION 1. TERM AND TERMINATION.

The term of this Agreement shall begin on the date of execution by the City and shall extend until terminated by one of the parties providing at least thirty days, written notice to the other party.

SECTION 2. TASKS, DUTIES, AND SCOPE OF WORK,

The Contractor shall provide procurement services for the City as requested, from time to time, by the Budget Director.

SECTION 3. COMPENSATION.

A. Contractor shall be compensated for all hours worked at a rate of One Hundred Dollars (\$ 100.00) an hour, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

B. On a biweekly basis, Contractor shall submit an invoice to the City for hour of work performed. Invoices shall be paid within 30 days of submittal through direct deposit to an account specified by the Contractor.

C. Contractor recognizes and understands that she will receive an IRS 1099 statement and related tax statements and will be required to file a tax return and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify the City for any damages or expenses, including attorney's fees, and legal expenses, incurred by the City as a result of Contractor's failure to make such required payments to the IRS.

SECTION 4. STATUS AS INDEPENDENT CONTRACTOR.

It is the intent of the parties that the Contractor is an independent contractor and not an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution *Act*, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401 (k) and other benefit payments and third party liability claims. Contractor shall retain sole and absolute discretion in the manner and means of carrying out her activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the City shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the City, ostensibly or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

SECTION 5. AGREEMENT TO WAIVE RIGHTS TO BENEFITS.

Contractor hereby waives and foregoes the right to receive any benefits given by the City to its regular employees, including, but not limited to, health benefits, life insurance, City funded retirement or any other insurance plans or programs available to all other City employees. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Contractor by virtue of the services provided to the City and is effective for the entire duration of Contractor's agreement with City. This waiver is effective independently of Contractor's employment status as adjudged for taxation purposes or for any other purpose.

SECTION 6. AMENDMENT AND SEVERABILITY.

This Agreement may not be amended or terminated except by instrument in writing executed by both parties hereto. If any clause or provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from the remaining provisions and clauses, which shall remain in full force and effect.

SECTION 7. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Florida applicable to agreements made and entirely to be performed therein, and venue for any litigation brought to enforce this Agreement shall lie exclusively in the Circuit or County Court in Lake County, Florida.

SECTION 8. WAIVER.

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach or this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

SECTION 9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties, and no other promises or agreements shall be binding unless signed by all parties. All prior representations regarding this Agreement are hereby expressly disclaimed by all parties unless incorporated herein.

SECTION 10. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352)738-7126
CLERK@MOUNTDORA.GOV**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the scope of this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the

CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement on the _____ day of _____, 2024.

VINCE SANDERSFELD, CITY MANAGER
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Patrick Brackins
City Attorney

CONTRACTOR

Marilyn J. Douglas, Managing Member
Purchasing Pro, LLC



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Second Amendment Renewal for Guardian Equipment, Inc. Contract Piggyback Agreement Based upon the Master Agreement for Chemical Feed Systems Maintenance and Repair Parts Between the Contractor and Volusia County, Florida.

Introduction:

This is a request for City Council to approve a second amendment renewal for Guardian Equipment, Inc. Contract Piggyback Agreement, a contract for chemical feed system maintenance, repair and equipment services, with Guardian Equipment, Inc. under a piggyback agreement with Volusia County, Florida.

Discussion:

The City treatment facilities currently use chemical feed equipment at both the water and wastewater treatment facilities. Each treatment operation is required to add chemicals such as disinfectants to maintain treatment standards with its Florida Department of Environmental Protection (FDEP) operational treatment permit. Chemical feed equipment commonly operates independently 24 hours/day in automated modes. The raw disinfectant chemicals are caustic and can be the source of wear on the systems. As these chemical feed systems age or possibly tolerate lightening damage, specialized maintenance and repair is necessary. Without a preventative maintenance contract service, these systems can fail causing treatment disruptions and permit violations.

The City previously piggybacked this contract, which is now up for renewal. Staff wishes to renew the piggyback agreement using the Volusia County and Guardian Equipment, Inc. contract for chemical feed system maintenance and repair parts. This represents the best option to keep the City's systems in optimum working condition. Guardian Equipment, Inc. is a local vendor offering competitive pricing for this service and is the successful vendor under this piggyback contract.

Staff recommends City Council review the proposed piggyback contract and take appropriate action to ensure the City utility disinfectant equipment required for producing safe drinking

water and reclaimed irrigation systems are maintained to the optimal operation condition at all times.

Budget Impact:

This is an as-needed service contract to keep the utility chemical feed systems in compliance.

Funds are budgeted in the 421 Water/Wastewater general ledger accounts each fiscal year for operations to keep the utility system in top condition. In the event that any assigned tasks result in over expenditure of the approved funds, a budget amendment will be processed for approval pursuant to the City purchasing policies.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure.

Recommendation:

City Council approve a second amendment renewal for Guardian Equipment, Inc. Contract Piggyback Agreement Based upon the Master Agreement for Chemical Feed Systems Maintenance and Repair Parts Between the Contractor and Volusia County, Florida.

Attachment(s):

1. Attachment 1 Guardian.Amendment 1.Piggyback Agreement Between the City of Mount Dora and Guardian Equipment, Inc. for Chemical Feed Systems
2. Guardian Equipment, Inc. - Signed second amendment agreement

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Bill Mitchell, City Engineer
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/21/2024
Approved - 8/21/2024
Approved - 8/21/2024
Approved - 8/27/2024
Approved - 8/27/2024
Final Approval - 8/27/2024

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND GUARDIAN EQUIPMENT, INC.**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and GUARDIAN EQUIPMENT, INC., 330 Hickman Drive, Sanford, Florida 32771, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 20, 2020, the CITY executed a Piggyback Agreement with the CONTRACTOR to provide chemical feed systems maintenance and repair parts based on that Agreement competitively solicited by Volusia County, through ITB #20-B-115LL, on July 21, 2020, hereinafter referred to as "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to further amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and the CONTRACTOR is amended as follows:

1. Section 1, Term, is hereby amended to extend the Term retroactively from the date of the original expiration through and including July 20, 2024.
2. Section 2, Services and Pricing, is amended to reflect the price redetermination set forth in the Cooperative Contract attached to the Agreement. The price redetermination is attached hereto as **Exhibit "A"**
3. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 15 day of AUGUST, 2023.

CITY OF MOUNT DORA



CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:



Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Sherry G. Sutphen, City Attorney

CONTRACTOR

By: Mark A. Cliburn Jr.

Print: Mark A. Cliburn Jr.

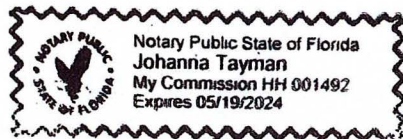
Title: 8/8/23

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Alan Cliburn, as President, of Guardian Equipment, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of August, 2023.

(stamp)



Johanna Tayman
NOTARY PUBLIC, State of Florida

Exhibit “A”



COUNTY OF VOLUSIA, FL
Price Redetermination

BID NUMBER: 20-B-115LL
BID TITLE: Chemical Feed Systems

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Group A:								
Qty	Part Number	Description	Current Unit Cost	Discount	Extended Cost	Requested Unit Cost	Discount	Requested Extended Cost
22	10X-014	Walchem - Bladder, PVC III	\$81.00	10%	\$1,603.80	\$113.00	10.00%	\$2,237.40
22	42318	Plastic GR Sentinel	\$40.00	10%	\$792.00	\$58.00	10.00%	\$1,148.40
48	PV-00601	1/2" & 1 Series Valve, 10-150 PSI	\$17.00	10%	\$734.40	\$23.00	10.00%	\$993.60
48	PV-00800	Series Valve, PTFE/EPDM	\$23.00	10%	\$993.60	\$32.00	10.00%	\$1,382.40
4	RC-10X-X50	Dampener, 150 PSI, 1/2" NPTF,	\$0.00	10%	\$0.00	\$0.00	10.00%	\$0.00
6	E90085	E35	\$84.00	10%	\$453.60	\$0.00	10.00%	\$0.00
1	PD690-3-16	Walchem Precision Digital Display	\$0.00	10%	\$0.00	\$0.00	10.00%	\$0.00
2	E90023	Valve, Auto Air Vent, 3/8 VC	\$102.00	10%	\$183.60	\$121.00	10.00%	\$217.80
1	PVC	Cock assembly with IPS Threads	\$240.00	10%	\$216.00		10.00%	\$0.00
1	125291-	Sodium Hypochlorite Bulk Storage	\$795.00	10%	\$715.50		10.00%	\$0.00
4	201L-254F	Gauge Assembly, 2-1/2" 0-160 PSI	\$30.00	10%	\$108.00	\$33.00	10.00%	\$118.80
4	1000-58	Chargeable	\$91.00	10%	\$327.60	\$110.00	10.00%	\$396.00
1	VC1	to Deliver 5.5 GPH	\$1,241.00	10%	\$1,116.90	\$1,530.00	10.00%	\$1,377.00
1	VC1	to Deliver 8.5 GPH	\$1,311.00	10%	\$1,179.90	\$1,615.00	10.00%	\$1,453.50
1	VC1	to Deliver 8.5 GPH	\$1,311.00	10%	\$1,179.90	\$1,615.00	10.00%	\$1,453.50
1	VC1	to Deliver 20 GPH	\$1,443.00	10%	\$1,298.70	\$1,838.00	10.00%	\$1,654.20
1	VC1	to Deliver 5.5 GPH	\$1,241.00	10%	\$1,116.90	\$1,391.00	10.00%	\$1,251.90
1	VC	to Deliver 2.3 GPH	\$436.00	10%	\$392.40		10.00%	\$0.00
1	VE	to Deliver 2.3 GPH	\$436.00	10%	\$392.40		10.00%	\$0.00
20	X21PC-PK	Walchem - Parts Kit, EWC21, PC	\$50.00	10%	\$900.00	\$75.00	10.00%	\$1,350.00
20	X21VE-PK	Walchem - Parts Kit, EWC21, VE	\$50.00	10%	\$900.00	\$75.00	10.00%	\$1,350.00
6	Z20VC-PK	Walchem - Parts Kit, EZB20, VC	\$52.00	10%	\$280.80		10.00%	\$0.00
20	E35VC-PK	Walchem - Parts Kit, EHE35, VC	\$101.00	10%	\$1,818.00		10.00%	\$0.00
6	E30VC-PK	Walchem - Parts Kit, EHE30, VC	\$88.00	10%	\$475.20		10.00%	\$0.00
6	E31VC-PK	Walchem - Parts Kit, EHE31, VC	\$88.00	10%	\$475.20	\$112.00	10.00%	\$604.80
2	E55VC-PK	Walchem - Parts Kit, EHE55, VC	\$155.00	10%	\$279.00		10.00%	\$0.00
2	E36VC-PK	Walchem - Parts Kit, EHE36, VC	\$101.00	10%	\$181.80	\$130.00	10.00%	\$234.00
2	E35VC-PK	Walchem - Parts Kit, EHE35, VC	\$101.00	10%	\$181.80		10.00%	\$0.00
2	E56VC-PK	Walchem - Parts Kit, EHE56, VC	\$155.00	10%	\$279.00	\$198.00	10.00%	\$356.40
2	X20VC-PK	Walchem - Parts Kit, EWC20, VC	\$50.00	10%	\$90.00	\$107.00	10.00%	\$192.60
2	X21VE-PK	Walchem - Parts Kit, EWC21, VE	\$50.00	10%	\$90.00	\$101.00	10.00%	\$181.80
1	EH2102	Walchem - Pump Head, EHE31, VC	\$93.00	10%	\$83.70	\$105.00	10.00%	\$94.50
1	EH1953	Walchem - Pump Head, EHE36, VC	\$78.00	10%	\$70.20	\$120.00	10.00%	\$108.00
1	EH0156	Walchem - Pump Head, EHE35, VC	\$82.00	10%	\$73.80	\$105.00	10.00%	\$94.50

1	EH2114	Walchem - Pump Head, EHE56, VC	\$105.00	10%	\$94.50	\$134.00	10.00%	\$120.60
1	EH0617	Walchem - Pump Head, EHE30, VC	\$79.00	10%	\$71.10	\$102.00	10.00%	\$91.80
1	EH0564	VC	\$79.00	10%	\$71.10		10.00%	\$0.00
1	EH1951	VE	\$52.00	10%	\$46.80	\$67.00	10.00%	\$60.30
1	E11UPE	VAC, EHE31E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE36E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE35E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE56E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	E11UPE	VAC, EHE30E1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	EWCF1	VAC, EWC20F1	\$569.00	10%	\$512.10		10.00%	\$0.00
1	EWCY1	VAC, EWC21Y1	\$569.00	10%	\$512.10		10.00%	\$0.00
Total					\$22,851.90	Total		\$18,523.80
Group B								
Description				Unit Cost		Unit Cost		
Hourly rate for service during normal working hours (7:00 a.m. – 5:00 p.m.)				\$95.00		\$119.00		
Emergency service hourly rate after normal working hours.				\$142.50		\$178.50		
Emergency service hourly rate for weekends and holidays.				\$142.50		\$178.50		
Percentage off List/Catalog prices for items not listed above.				10%		10.00%		

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND GUARDIAN EQUIPMENT, INC.**

THIS SECOND AMENDMENT is entered into by and between the **CITY OF MOUNT DORA**, a municipal corporation of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **GUARDIAN EQUIPMENT, INC.**, a corporation organized under the laws of the State of Florida, whose address is 330 Hickman Drive, Sanford, Florida 32771 (the “CONTRACTOR”).

WHEREAS, on October 20, 2020, the CITY adopted Resolution 2020-159, which authorized the Piggyback Agreement between the CITY and the CONTRACTOR (the “Agreement”) based on a Master Agreement for Chemical Feed Systems Maintenance and Repair Parts between the CONTRACTOR and Volusia County, Florida, dated July 21, 2020, which was competitively solicited by Volusia County through ITB #20-B-115LL; and

WHEREAS, on August 15, 2023, the Parties amended the Agreement to extend the term of the Agreement by one year and to revise certain unit pricing as set forth therein (the “First Amended Agreement”); and

WHEREAS, the parties have determined that it is in their mutual best interest to extend the term for one additional year.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and the CONTRACTOR agree as follows:

1. Section 1, *Term*, is hereby amended to extend the Term retroactively from the date of the First Amended Agreement’s expiration through and including July 20, 2025.
2. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Second Amended Agreement and the original Agreement, or any modification thereof, this Second Amended Agreement shall prevail.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Second Amended Agreement effective this _____ day of _____, 2024.

CITY OF MOUNT DORA

CRISSY STILE, Mayor

ATTEST:

JEANANN HAND, City Clerk

Approved as to form and legal sufficiency:

PATRICK BRACKINS, City Attorney

CONTRACTOR

By: Alan Cliburn / Guardian Equipment

Print: Alan Cliburn

Title: President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of Alan Cliburn, as President, of Guardian Equipment who personally swore or affirmed that he/she is authorized to execute this **FIRST AMENDMENT** and thereby bind the **CONTRACTOR**, and who is personally known to me X or who produced as identification, and who did X did not take an oath this 19 day of August 2024.

Johanna Taymen
NOTARY PUBLIC, State of Florida

(stamp)



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Approval of Meeting Minutes:

- August 6, 2024, City Council Regular Session Minutes
- August 20, 2024, City Council Regular Session Minutes

Introduction:

This is a request for Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council approve meeting minutes.

Attachment(s):

1. 08.06.2024 City Council Regular Session Minutes_DRAFT
2. 08.20.2024 City Council Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 8/23/2024



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
August 6, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m. Mayor Crissy Stile called to order the regular session of Mount Dora City Council in the City Hall Council Chamber.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance to the Flag were led by Councilmember Walker.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Library Campus Update

Library Director Cathy Lunday presented information about her department's projects. Ms. Lunday's presentation is attached to the minutes as Exhibit A.

2. Mount Dora Fun Fact

Mayor Stile shared information about the Mount Dora Police Department Traffic Unit's recent accomplishments, which included 292 stops, 170 city citations, 34 arrests, and eight physical arrests.

PUBLIC COMMENT

Mayor Stile opened public comment.

Dr. Jim McDowell, 3200 N A1A, Hutchinson Island, spoke about a film project he would like to film in Mount Dora.

Michel Middleton, 112 East Fifth Avenue, invited Councilmembers to a teacher appreciation breakfast Friday at the high school. Ms. Middleton also spoke about the successful efforts of City employees to retrieve her purse from a locked vehicle.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road ****This item was moved to become Action Item Two***
2. Request Approval of Amendment 5 to the Lease Agreement between Nickmax Properties, LLC and the City of Mount Dora for the Robie Street Property
3. Request Approval of Combined Voluntary and Operational Assistance Mutual Aid Agreement
4. Request Approval of Sponsorship Agreement with Brightline Trains Florida, LLC for Advertising Services
5. Request Approval of Third Amendment to Interlocal Agreement Between Lake County, Florida with the City of Mount Dora for Library Services
6. Request Approval to Apply for the Florida Recreational Development Assistance Program Grant (FRDAP)
7. Approval of Meeting Minutes:
 - July 2, 2024 Northeast CRA Board Minutes
 - July 2, 2024 CRA Board Minutes
 - July 8, 2024 City Council Budget Workshop Minutes
 - July 16, 2024 City Council Regular Session Minutes
 - July 16, 2024 CRA Board Minutes
 - July 22, 2024 City Council Budget Workshop Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH CONSENT AGENDA ITEM ONE MOVED TO BECOME ACTION ITEM TWO; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Task Authorizations with Faden Builders, Inc. and Halff Associates, Inc. for the Donnelly Park Renovations

Mr. Sandersfeld informed Council about the purpose of the item. Parks and Recreation Director Troy Shonk spoke to Council about the project, describing the three Faden scopes and single Halff scope to convert tennis courts to pickleball courts and address other needs at the park, including accessibility. All courts will remain lighted using the existing lighting. All six courts will be converted. The courts will be protected when the area's use is temporarily adjusted to accommodate special events. Hillside erosion and drainage will be addressed in engineering and design as this project moves forward. There may be hardscaping, seating and/or tiers. Mr. Shonk spoke about how the

upcoming work at the park will coordinate with the newly-renovated features by the stairs. With approval tonight, the project will start in mid-October. No parking will be lost during the project. Faden will come back with as-builts after the tennis-to-pickleball court conversion.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATIONS WITH FADEN BUILDERS, INC. AND HALFF ASSOCIATES, INC. FOR THE DONNELLY PARK RENOVATIONS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail
Stile
NO None***

2. Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road

Mr. Sandersfeld explained the purpose of this item. The intersection involved in this item is highly active and a petition for this project had been presented to Council. Alternative methods for traffic-calming have not been entirely effective. The presented project is based on budgeted numbers. After Bentley studies the area, the City will receive a more definitive phasing schedule. The engineering must be done in order to know an accurate cost.

Mayor Stile had suggested that this item be moved to Action Items because there are times the City agrees to move a project forward after feeling commitment to the project because of the funds already spent on engineering. Mayor Stile pointed out there are other parts of the City that also voice concerns about traffic calming.

Vice-mayor Crail suggested it may be possible for the City have the engineering done now and then delay the construction.

Councilmember Rolfson mentioned the safety concerns with the intersections named in this item. He requested comment from Public Works Director George Marek or Police Chief Michael Gibson.

Mr. Marek explained the project is actually two projects combined into one. The

sidewalk will start around Overlook and run up the hill on the north side of 11th and Heim. Traffic calming is more directly related to Lakeshore Drive. The traffic calming would involve two stop signs and a severe curve to the road, re-engineering the geometry of the road to encourage drivers to drive more slowly.

Council discussed with Mr. Marek the specific areas in need of traffic-calming. Mr. Marek answered questions regarding the City's decisions to focus on certain areas, and the methods of traffic-calming chosen. The turning of Lakeshore up to a 4-way stop at Sylvan will help control traffic and driver behavior.

Councilmember Dawson shared his observation that the area currently being discussed is one of the busiest traffic areas in the City, with conditions worsening every year. The area is frequently used as a shortcut and the areas feeding the route will be growing.

Mr. Marek suggested the City pursue grant funds for this purpose.

Chief Gibson spoke to Council about the City's traffic unit being created because of the area currently being discussed by Council.

Councilmember Walker requested the Exhibit A map be shown on the monitors in the Council Chamber. The map is attached to the minutes as Exhibit B. Discussion ensued regarding alternative plans for achieving the City's desired result. Council would like the engineers to provide alternative plans. Councilmember Walker asked whether the current design was done by engineers. Mr. Marek stated that he designed it. There had been a stop sign there, but the sign was ignored. Mr. Marek spoke about driver behavior at the "Stop-sign ahead" sign.

Mr. Marek spoke of the danger of the intersection. Mayor Stile asked for the engineer to provide a proposal with revised scope. Council considered alternatives approaches

Councilmember Bryant spoke in favor of taking a closer look at the traffic-calming plans and having Councilmembers individually follow up with Mr. Marek. He would like more information about what knowledge has been gleaned from neighborhood input. Councilmember Dawson reminded Council about the petition for this project with over 100 signatures.

Council discussed taking additional time to study this and related projects, weighing the advantages and disadvantages of postponing it. They recognized that this project is a need, but that there are other areas in the City where traffic-calming measures are also being requested.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

Vice-mayor Crail requested Mr. Marek and Councilmembers take one-by-one field trips to the area in question. Councilmember Dawson named recommended times when the traffic is most noticeable. Council agreed this endeavor would be beneficial.

City staff will ask the engineer to revise the scope, and consider the City's options. Council asked for more information on neighborhood input. Council discussed the timeline for the validity of an engineering report if work does not begin immediately.

MOTION BY COUNCILMEMBER ROLFSON TO DEFER THIS ENGINEERING ISSUE REGARDING 11TH AND HEIM AS SET OUT IN THE AGENDA FOR UP TO ONE MONTH AND REQUEST FULL ENGINEERING ANALYSIS TO CONSIDER ALL POSSIBLE ALTERNATIVES; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES ***Rolfson***
 Cataldo
 Dawson
 Walker
 Bryant
 Crail
 Stile
NO ***None***

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of Final Reading of Ordinance No. 2024-19, 2024 Charter Referendum

Mr. Brackins read Ordinance No. 2024-19 by title only.

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, SUBMITTING TO THE ELECTORS OF MOUNT DORA PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MOUNT DORA; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

Mr. Brackins told Council that their firm has a certified vendor at ready to translate the ballot items and promptly provide the English and Spanish items to the Lake County Supervisor of Elections. He spoke about the guidelines for public education about the ballot items.

Council discussed the filling of vacancies and calculation of terms and term limits when an appointed official serves a partial term. Mr. Brackins spoke of the committee's intent to avoid the expense of special election.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FINAL READING AND ADOPT ORDINANCE NO. 2024-19, CHARTER REFERENDUM; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Walker
Crail
Cataldo
Rolfson
Dawson
Bryant
Stile
NO None***

CITY MANAGER'S REPORT

Mr. Sandersfeld introduced the City's new Utility Director, Andrew Marzian. Mr. Marzian spoke briefly to Council about his background.

Mr. Sandersfeld and Mr. Marzian explained the purpose of the position, which is not a new position, but had been filled in the past.

Mr. Sandersfeld spoke about the evaluation dates set forth in his employment agreement. Council agreed to move forward with the September evaluation as described in the agreement.

A lobbyist update was included in the agenda packet.

CITY ATTORNEY'S REPORT

Mr. Brackins informed Council about an action had been brought against the City from parties seeking a declaratory judgment related to the AMCO development. The City has responded with motions to dismiss and motions to strike.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson expressed gratitude to police, fire and utility departments for their work during the storm event. He thanked Mr. Sandersfeld and Ms. Lunday for the Library report earlier in the meeting.

Councilmember Dawson spoke about the prompt cleanup after the storm and about attending the upcoming Florida League of Cities conference.

Councilmember Walker spoke favorably about the storm matters and thanked the City for working on a solution to the issue on Pine. He acknowledged the Lake County Sheriff's Office (LCSO) and their recent loss.

Councilmember Bryant asked about scheduling the one-on-ones with Mr. Marek for the

traffic calming project. He mentioned the positive image associated with the City, as referenced by Dr. McDowell earlier, and shared information about the City's name.

Mayor Stile acknowledged the LCSO loss and spoke about the Mount Dora High School stadium renovation and a Verizon grant opportunity on social media.

ADJOURNMENT

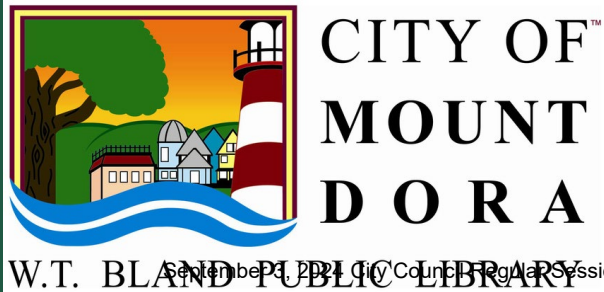
MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:28 p.m.

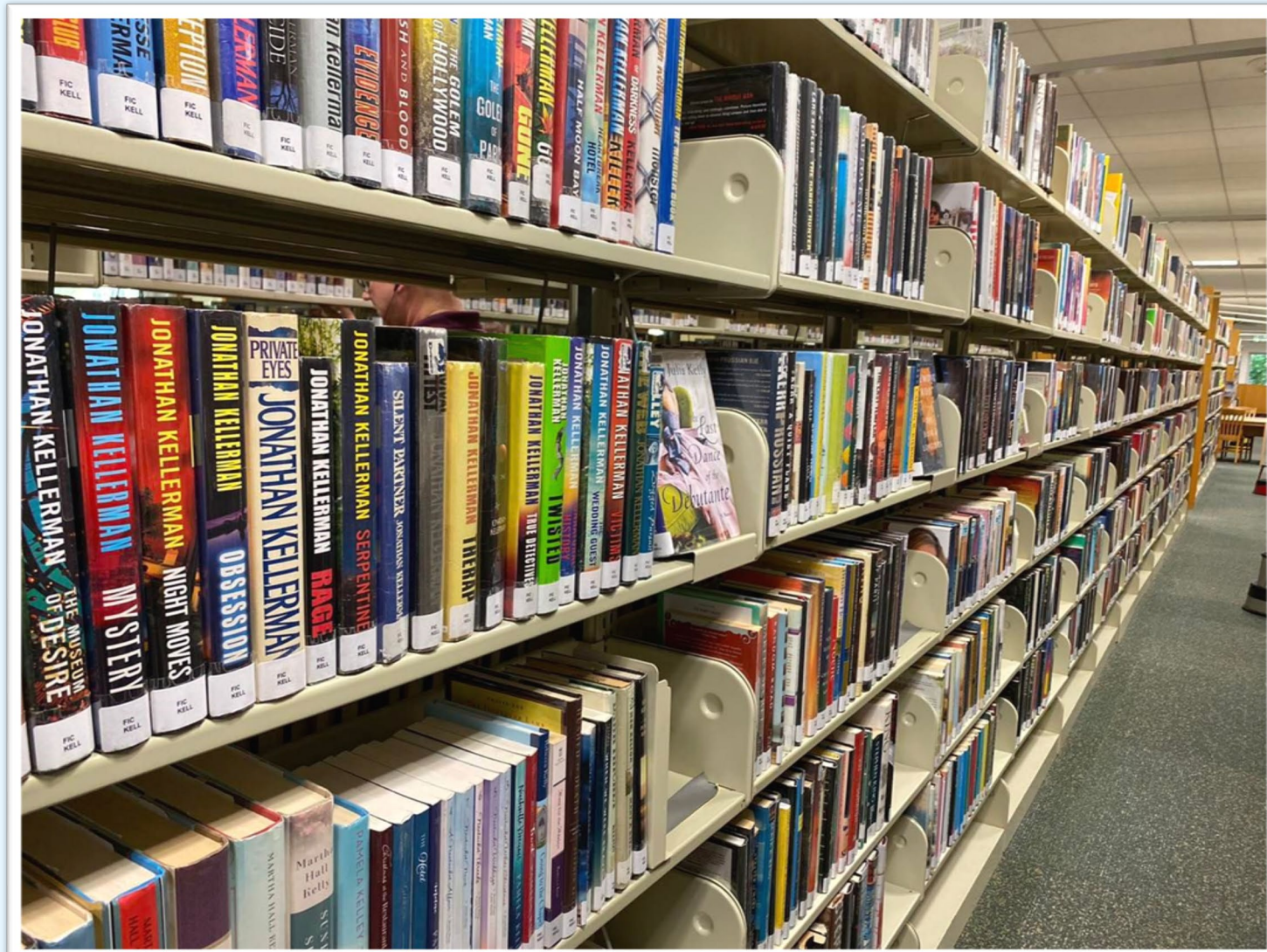
CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

Library Campus Update







80,000 physical items

Monthly ...

500 new items added

3,000 attending programs

16,000 visitors

20,000 checkouts



It's **STORY TIME** at your library!

	MONDAY	10:30 AM	Bibliobop 
	TUESDAY	10:30 AM	Story Birds 
	WEDNESDAY	10:30 AM	Toddler Time
	THURSDAY	10:30 AM	Preschool Story Time & Stay and Play 
	FRIDAY	10:30 AM	Sweet Peas Baby Story Time 

 **CITY OF MOUNT DORA**
 W.T. Bland Public Library (352) 735-7180 (option 5) 1995 N. Donnelly St. Mount Dora, FL 32757
 library@cityofmoundora.com Page 145 of 1115

Lifelong learning ~ Access to information

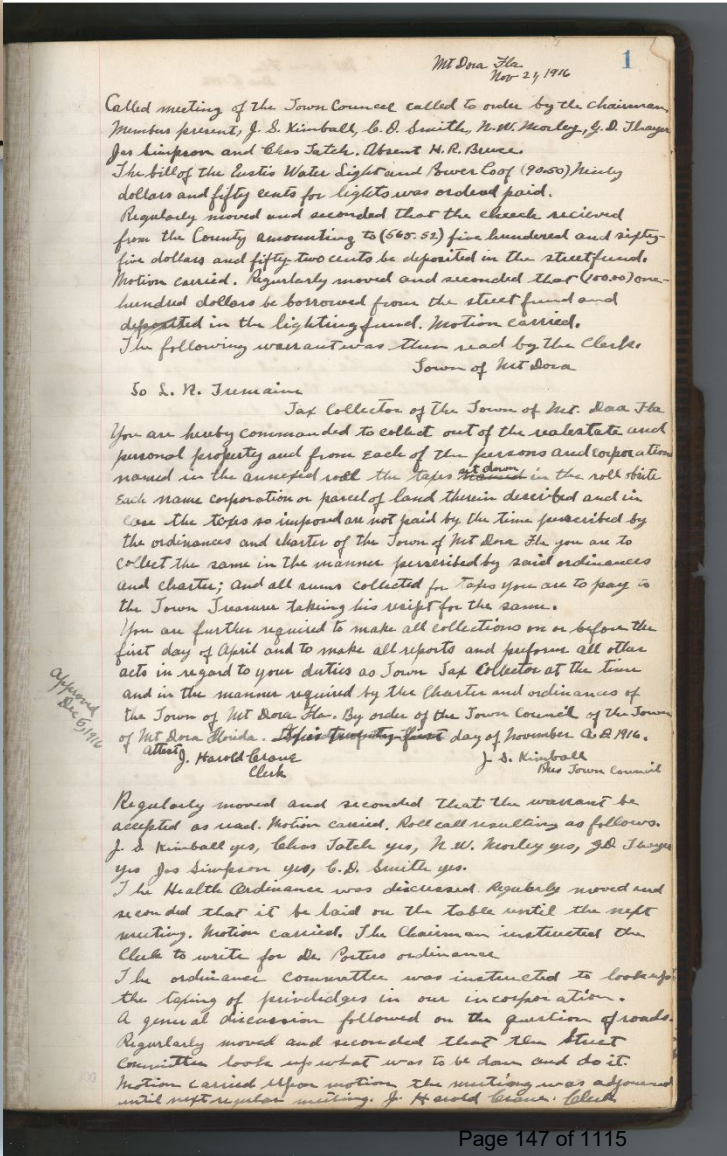
2022-23 Circulation		
	Circulation	% Total
Clermont	372,089	23%
Mount Dora	279,060	18%
Leesburg	234,456	15%
Lady Lake	147,422	9%
Tavares	97,959	6%
Eustis	79,482	5%
LCLS	1,593,429	76%

	2022-23 FTE
Leesburg	25.4
Mount Dora	14.4
Eustis	12.9
Lady Lake	10.0
Tavares	7.0
Umatilla	7.0

	2022-23 Circulation	2022-23 FTE	Annual Circ per Employee	Other Libraries
PRODUCTIVITY				
Mount Dora	279,060	14.4	19,379	6,000 - 15,000

	2022-23 Circulation	2022-23 Operating Costs	Cost Per Item Circulated	Other Libraries
OPERATING COSTS				
Mount Dora	279,060	910,128	\$ 3.26	\$6.00 - \$12.00

Mount Dora Archives



Nunan Butterfly Garden



Forest Preserve



Spicetush Swallowtail
Papilio troilus

FLORIDA SANDHILL ECOSYSTEM

High Pines on Dry, Rolling Hills

Zebra Longwing
Heliconius charithonia

LONGLEAF PINE

Longleaf pine forests dominated most of upland areas (sandhills and flatwoods) in north and central Florida 200 years ago.

These stately pines reach up to 125 feet in height and thrive on the sandy and well-drained soils of the southeastern United States. Growing slowly for 5-7 years, they look almost grass-like with a mound of long weeping needles as the plant develops a strong and deep root system before shooting up to its adult form.

When frequent fire is removed from the longleaf pine forest, vegetative succession will eliminate the longleaf, and a hardwood hammock will be created. This transition was underway when Forest Preserve was established in 2024.

Longleaf Pine
Pinus palustris

WILDLIFE DIVERSITY

Sandhills provide important habitat for many wildlife species. The combination of pines and diverse grasses provide nesting and foraging habitat for large and small mammals, birds, reptiles and amphibians.

Bobcat
Lynx rufus

Red-cockaded Woodpecker
Leucospiza borealis

Red-shouldered Hawk
Buteo lineatus

Barred Owl
Syrinx varia

Eastern Indigo Snake
Dryocatus carolinensis

Raccoon
Procyon lotor

Eastern Diamondback Rattlesnake
Crotalus adamanteus

Cottontail Rabbit
Sylvilagus floridanus

FIRE PLAYS AN IMPORTANT ROLE IN THE FOREST

Naturally occurring fires keep the forest open and attract wildlife. Tender shoots from resprouting plants, and fruit production stimulated by fire, provide food sources for large and small herbivores. Predators are also attracted by the abundance of prey. When fire is suppressed for long periods of time, oaks, palmettos and nuisance and invasive species crowd out the pines, habitat conditions change and the diversity and abundance of wildlife eventually declines.

Pileated Woodpecker
Dryocopus pileatus

At 17" this is one of the largest and most striking forest birds on the continent. It is the same size as a crow.

Pileated woodpeckers drill distinctive rectangular-shaped holes in rotten wood to get at carpenter ants and other insects. The neat holes these birds make offer beneficial shelter to many species including scorpions, snakes, bats and squirrels.

Saw Palmetto
Serenoa repens

Beautyberry
Callicarpa americana

Turkey Oak
Quercus laevis

Pineland Butterfly Pea
Crotalaria retusa

CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY

WELCOME TO MOUNT DORA'S Forest Preserve

--- Sidewalk to Forest Preserve

--- Dirt Trail (1 Mile)

--- Boardwalk Trail (400 Feet)

--- Maintenance Trail

Stairs to Dirt Trail

Storybook Walk Signs

Trail Kiosk

Library Public Restrooms

Handicapped Parking

Steep Elevation Change

The map shows the layout of the Forest Preserve, including the Live Oak Stand and Longleaf Pine Stand. It highlights the Boardwalk Trail (blue line) and the Dirt Trail (yellow line). Key landmarks include the North Entry, South Entry, Library, Parking areas, and the Nunan Butterfly Garden. A scale bar at the bottom indicates distances from 0 to 600 feet. A legend at the top right explains the symbols used for trails, stairs, signs, and elevation changes. A 'YOU ARE HERE' marker is located near the North Entry.

YOU ARE HERE

North Entry

Boardwalk Trail

South Entry

Live Oak Stand

Longleaf Pine Stand

Parking

Library

Nunan Butterfly Garden

Swirl Musical Sculpture

Pavilion

Fountain

Garden Kaleidoscope

Stairs

Bench

Square Pavilion

Octagon Pavilion

0' 150' 300' 600'

No bicycles, dirt trail bikes, skateboards, hoverboards or other mechanized conveyances allowed, other than accessibility-related equipment. No music, speakers or broadcast sounds.

CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY

W.T. Bland Public Library
1995 N. Donnelly Street
Mount Dora, FL 32757
(352) 735-7180 (Option 5)
Library@CityofMountDora.com

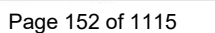


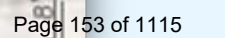
Simpson Farmhouse



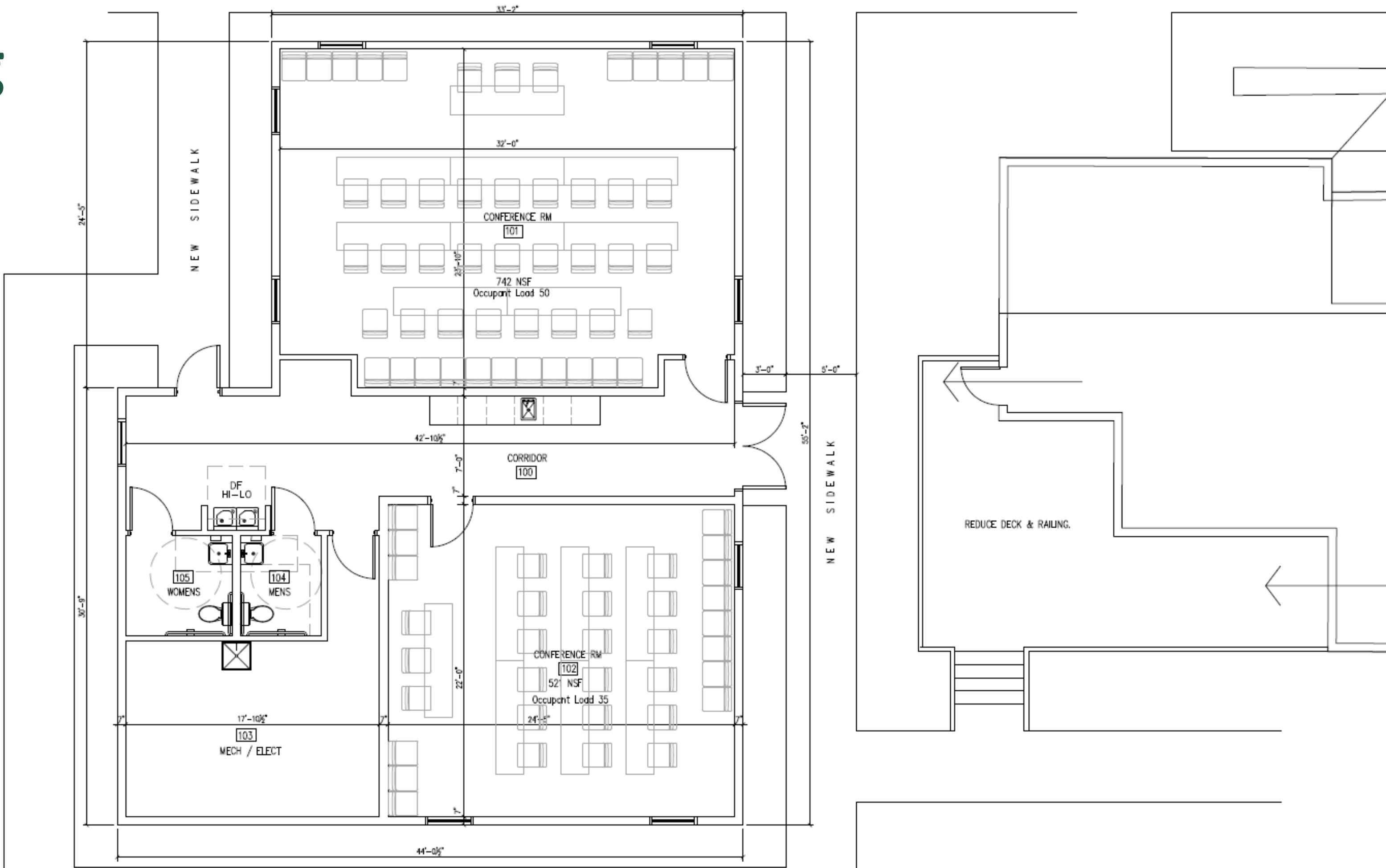
leading to ...

**Greenway
Forest Preserve
Nunan Butterfly Garden
W.T. Bland Public Library**

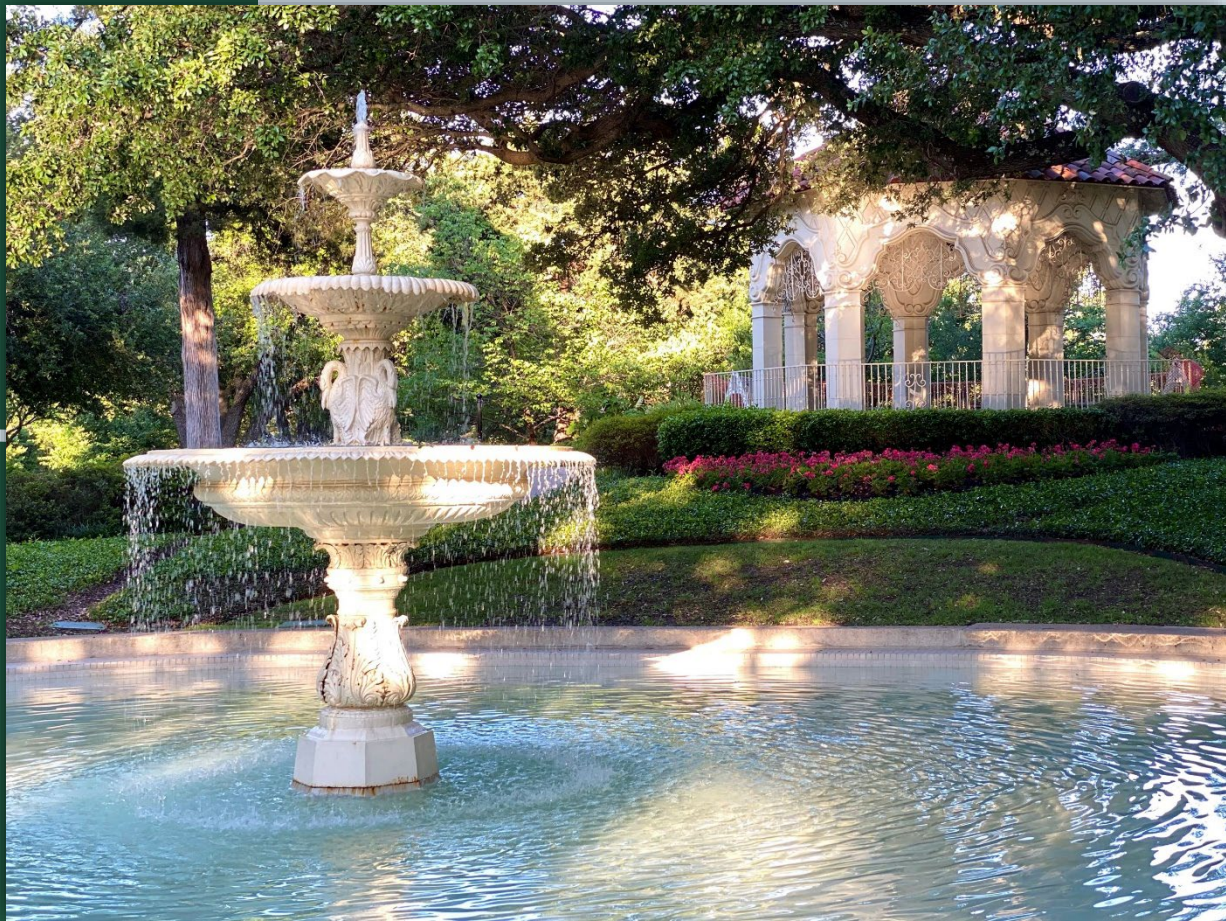




Meeting Center



Terrace & Greenway



Library Campus Update

Questions?



Exhibit A

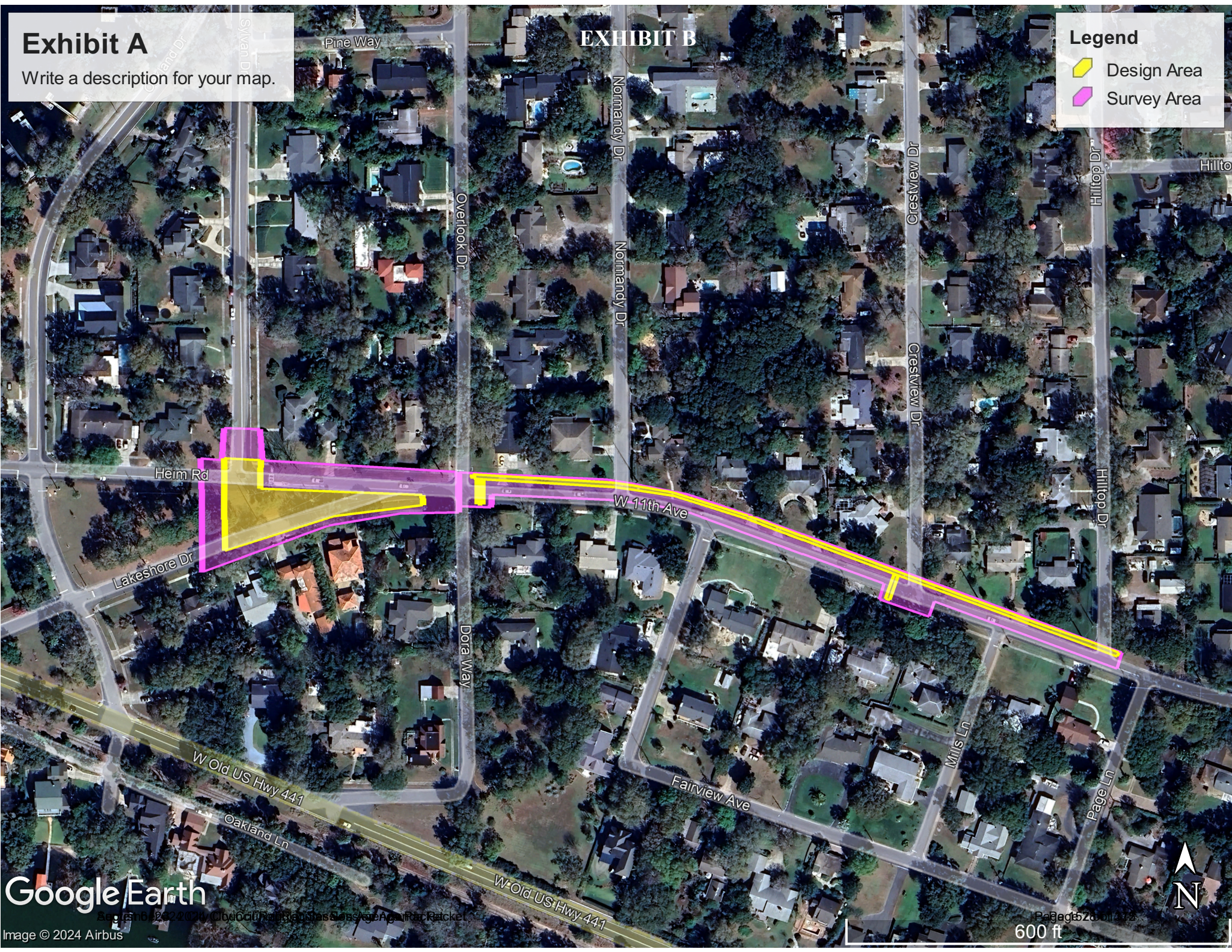
Write a description for your map.

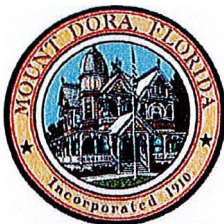
EXHIBIT B

Legend

Design Area

Survey Area





**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES
August 20, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Vice-mayor Marc Crail called to order the Regular Session of Mount Dora City Council in the City Hall Council Chamber.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Cataldo.

ROLL CALL

Members Present

Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Crissy Stile, Mayor

PRESENTATIONS

1. Mount Dora Fun Fact

Vice-mayor Crail shared information about the Dora Canal and its role in cinema history including its use as a b-roll location for the famous film African Queen.

2. School Zone Speed Cameras

Mount Dora Police Chief Michael Gibson presented information about the School Zone Speed Camera Program. Chief Gibson's PowerPoint presentation is included with these minutes as Exhibit A. Chief Gibson requested the Council's approval to move forward with this program. The first step, after approval, would be an ordinance establishing the program.

Councilmember Rolfson spoke in support of the program. He mentioned seeing it at the recent Florida League of Cities Conference and.

Councilmember Walker asked about the timeframe for the study. He asked whether the program is revenue-driven. Chief Gibson explained it is not. His aim is 100% reduction in speeding. The system is 100% accurate. The police department may exercise discretion regarding citations progressing to become Uniform Traffic Citations. Eustis and Leesburg are using the program, although Leesburg is still in the process of its initial implementation.

Chief Gibson told Council the police department would like to have the program in place when students return to school after Christmas break. Council would like to see reports illustrating the results of using this program. The goal is behavior change.

Citations will be issued by the City of Mount Dora and City personnel will review the camera footage.

Council and staff discussed what conditions might qualify for waiving a citation fee.

All present Councilmembers expressed a consensus in favor of permitting the City to move forward with this program.

3. City Insurance Program

Budget Officer Matthew Dodson introduced Brown & Brown representatives Matt Hall and Scott Hindman and actuary Jay Miniati, who presented information about the City's insurance program, including cost and conditions affecting cost.

Councilmember Rolfson asked the presenters to work with the City to consider alternative changes that may not require as much from the insured.

Council expressed a consensus in favor of researching additional options for employees and their families in the face of rate increases, and that there should be some proposals brought back to Council so that the City can work on solutions.

PUBLIC COMMENT

Vice-mayor Crail opened public comment.

Jim Gunderson, 100 North Alexander Street, suggested the City reevaluate how it promotes itself as a destination.

Councilmember Rolfson mentioned instances of hearing about the Lakeside Inn when he was at the Florida league of Cities conference in south Florida last week.

Jennifer Leroy, 3236 Bethpage Loop, spoke about the need for a shelter at the medium-sized dog park. She explained the history of the park's users making this request since 2021. Ms. Leroy provided her contact information to the City Manager so that staff could follow up on this issue.

Vice-mayor Crail closed public comment.

APPROVAL OF AGENDA

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA;
COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED
WITH A UNANIMOUS VOICE VOTE.***

CONSENT AGENDA

1. Request Approval of Piggyback Agreement with Precision Contracting Services
2. Request Approval of Task Authorization with Faden Builders, Inc. for Installation of a Diesel Generator at WWTP#1
3. Request Approval to Apply for and Accept the Florida Department of State Small-Matching Grant to Revise the Mount Dora Historic Design Guidelines
4. Request Approval to Apply for the Florida Forest Stewardship Grant for Forest Preserve and Authorize the Mayor to Sign the Application when Complete
5. Request Approval to Apply for the Land and Water Conservation Fund Grant and Request Authorization for the Mayor to Sign the Application Once Complete
6. Approval of Meeting Minutes:
 - June 4, 2024 City Council Regular Session Minutes
 - June 18, 2024 City Council Regular Session Minutes
 - August 3, 2024 City Council Emergency Meeting

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Piggyback Agreement with Redzone Robotics Inc. for Manhole and Sanitary Main Inspections

Utility Director Andrew Marsian spoke about the item, explaining the purpose of the agreement, which will provide robotics to detect infrastructure problems. Mr. Marsian recounted a recent detection in the area of the Yacht Club.

Councilmembers spoke in support of properly maintaining the City. City staff would follow up on complaints from members of the community. A rough estimate of the cost to replace all of the sewer mains in the City is 6-7 million dollars.

Vice-mayor Crail opened public comment. No one spoke. Vice-mayor Crail closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PIGGYBACK AGREEMENT WITH REDZONE ROBOTICS INC. FOR MANHOLE AND SANITARY MAIN INSPECTIONS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

***YES Rolfson
Walker
Cataldo
Dawson
Bryant
Crail***

NO None

CITY ATTORNEY'S REPORT

Mr. Brackins reported the charter amendment ballot questions had been transmitted to the Supervisor of Elections.

Regarding a current lawsuit involving the City, a case-management conference will take place on October 11th. This will be an organizational meeting between the parties and the court. On October 18th, motions will be heard.

Mr. Brackins will be out of the country on September 3rd. Ryan Knight will be substituting.

CITY MANAGER'S REPORT

1. City Manager Evaluation Process

Mr. Sandersfeld spoke about the City Manager performance evaluation process, and referenced the forms that were distributed to Council. The Vice-mayor read the steps of the process as documented in the agenda packet.

COMMUNICATIONS AND REPORTS

Councilmember Dawson spoke about Florida League of Cities Conference he attended the prior week. He will serve on a committee again this year.

Councilmember Walker requested the City move forward with raising the City Manager's spending authority. Council agreed with this initiative. Council, staff and Mr. Brackins discussed the details of the process moving forward.

Councilmember Bryant expressed appreciation for the camaraderie evident at the meeting.

Councilmember Cataldo thanked Mr. Gunderson for his comment this evening.

Councilmember Rolfson spoke about the Florida League of Cities policy committees.

Vice-mayor Crail thanked Mr. Marek for providing one-on-one tours to the area being considered for traffic-calming, and thanked staff for their job performance.

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:36 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

DRAFT

*"Committed to excellence and dedicated
to the citizens, traditions, and diversity of
our city."*



School Zone Child Safety Initiative



School Zone Child Safety Initiative

What is the School Zone Safety Initiative?

The introduction of an automated speed detection system in school zones



School Zone Child Safety Initiative

Why is the initiative important?

TRAFFIC STUDY

Location	Average Daily Speed Violations
Mount Dora Middle School-Lincoln Ave	116
Mount Dora Middle School-Grant Ave	9
Mount Dora High School-Highland St	1
Mount Dora High School-Clayton St	37
Round Lake Charter School	450
Triangle Elementary School	450



School Zone Child Safety Initiative

There is a clear need to slow vehicles in our school zones.

The State Legislature has authorized the use of speed measuring devices and cameras to enforce the speed limits in our school zones.

With the City Council's approval, the Police Department will begin the process of creating Mount Dora's School Zone Child Safety Initiative.



BACKGROUND

CS/CS/HB 657 – Enforcement of School Zone Speed Limits was signed into law by Governor DeSantis on July 1, 2023.

The law permits municipalities to utilize speed detection systems, similar to red light cameras, to enforce school zone speed limits.

This applies to violations exceeding 11 miles per hour over the speed limit when children are traveling to or from school and throughout the school day; including times when school zone lights are not flashing.



PURPOSE

School zone speed cameras enhance student safety by enforcing speed limits!

Will reduce vehicle crashes, and promote driver vigilance around schools.

They prioritize the security of students and faculty, fostering an overall safer school environment.





PROGRAM COSTS

No upfront costs for equipment.

The initiative will be 100% violator funded.

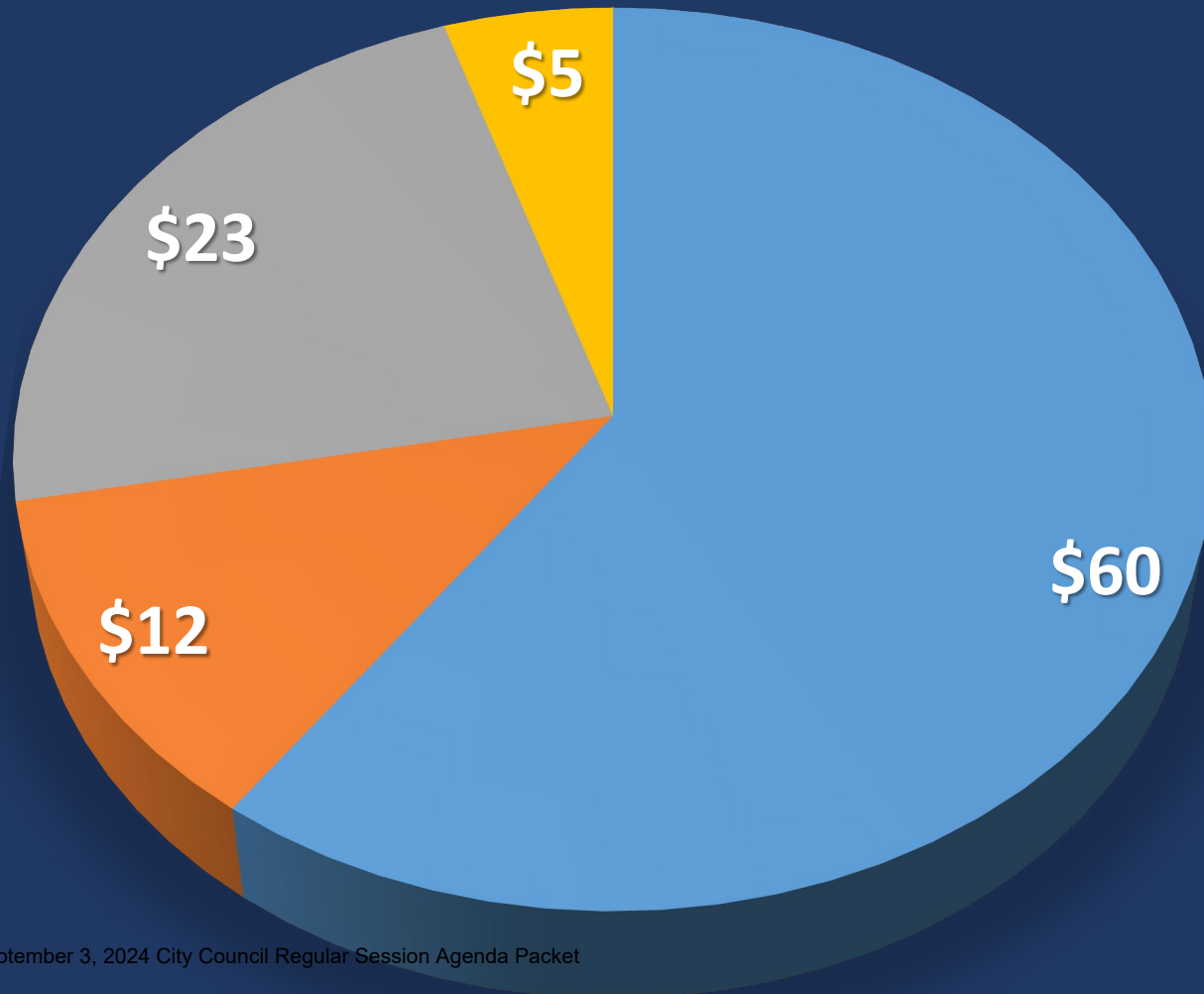
One part-time Police Department civilian Records Technician will be reclassified to fulltime with an increase in salary and added benefits costs. These costs can be offset by the increased revenue.

A city ordinance will be created establishing the school zone speed initiative, along with the statutory fine of \$100.





ALLOCATION OF FINES



- City of Mount Dora and vendor deduction
- School District for Security and Transportation Fund
- State General Revenue and FDLE Training Trust Fund
- Fund School Crossing Guards



IMPLEMENTATION

City Ordinance creating the School Zone Child Safety Initiative.

Select a vendor to manage the system

A social media and public education campaign prior to program implementation.

Notifications will be sent out to all student's parents to inform them of the program.

Warnings will be issued to violators for the first 30 days.





VIOLATION PROCESSING

Step 1 – The selected vendor reviews all violations to ensure quality of video and confirmation of violation.

Step 2 – Violations are digitally uploaded into a queue for review and approved by the designated police department Records Technician.

Step 3 – The vendor is notified for citation issuance.



VIOLATION PROCESSING

Step 4 – Vendor mails the citation.

Step 5 – If the citation is not paid in the established timeframe; violations are once again reviewed, and a State of Florida Uniform Traffic Citation is issued.

Note: Videos are retained by the vendor if citation is contested and required for court.



VIOLATION PROCESSING

Reviewing of video can be conducted by either sworn or non-sworn personnel. For our initiative, we will train our Records Technicians to perform the review.

Non-Sworn personnel are required to complete the FDLE Selective Traffic Enforcement Program (STEP) prior to video review and citation approval.





PROPOSED ENFORCEMENT AREAS

Round Lake Charter School

Triangle Elementary School

Mount Dora Middle School





School Zone Child Safety Initiative

Goals & Outcomes

- Reduce speeding in school zones by 100%
- Create a safe environment for our children to safely walk or ride their bicycles to school
- Accomplish with no added costs to the taxpayer



School Zone Child Safety Initiative

Respectfully request the City Council's approval to
move forward with the development of Mount
Dora's School Zone Child Safety Initiative



School Zone Child Safety Initiative

Questions?



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Amendment to the Piggyback Agreement between the City of Mount Dora and City of Ocala with Gresco Supply Inc, related to purchase of distribution transformers

Introduction:

This is a request for City Council to approve a piggyback agreement with the City of Ocala Transformer Supply with Gresco Supply, Inc.

Discussion:

Mount Dora Electric Utility requires the purchase of distribution transformers to provide power to new and/or existing customer services. Extenuating long lead times continue in the Electric Utility supply chain with the acquisition of distribution power transformers. Therefore, it is essential to secure contract agreements that enable manufacturing slots for the City Electric Utility. To insure planned City projects, new customer projects and maintenance replacements, the Electric Utility Department recommends piggybacking this agreement.

The City of Ocala issued an Invitation to Bid ("ITB") for supply and delivery of high-use single and three-phase pad and pole mount transformers on an as-needed basis, ITB# ELE-190961. A total of four (4) firms responded to the Solicitation, and after consideration of price and other evaluation factors set forth in the solicitation, the bid submitted by Gresco was found to be the highest ranked bid as scored by the City. The City of Ocala awarded Gresco Supply Inc. effective March 3, 2023 to March 2, 2024, after which the agreement may be renewed for two (2) additional one-year (1-year) periods by written consent between the City of Ocala. The City of Ocala issued second amendment to this agreement exercising the second and final one-year extension of the contract March 14, 2024. This request is to piggy-back the Second amendment to the agreement for transformer supply and delivery services from March 3, 2024, terminating March 2, 2025.

Budget Impact:

The purchase of electric equipment is part of the Electric CIP and operating budget. It is anticipated that material cost will be moderated based on defined cost in the agreement.

Strategic Impact:

This agreement will enhance efficiency, quality, reliability and functionality of material goods.

Recommendation:

Request Approval of Amendment to the piggyback agreement between the City of Mount Dora and City of Ocala with Gresco Supply Inc, related to the purchase of distribution transformers.

Attachment(s):

1. Attachment 1_Contract 190961
2. Attachment 2_Second Amendment 190061
3. Amendment.Gresco (Piggyback with Exhibits)

Prepared by: Stephanie Gervais, Administrative Coordinator-Public Works
Reviewed by: Stephanie Gervais, Administrative Coordinator-Public Works
Wayne Zimmerman, Deputy Electric Utility Director
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/6/2024
Approved - 8/27/2024
Approved - 8/27/2024
Approved - 8/27/2024
Approved - 8/27/2024
Final Approval - 8/27/2024

AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GRESKO SUPPLY, INC.**, a for profit corporation duly organized in the State of Georgia and authorized to do business in the State of Florida (EIN: 58-2246694) ("Vendor").

R E C I T A L S :

WHEREAS, on January 10, 2020, City issued an Invitation to Bid ("ITB") for the supply and delivery of high-use single and three-phase pad and pole mount transformers filled with Ester Oil to the City on an as-needed basis, ITB No.: ELE/190961 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the highest ranked bid as scored by City; and

WHEREAS, Vendor was chosen as the intended awardee to supply and deliver high-use single and three-phase pad and pole mount transformers filled with Ester Oil to the City on an as-needed basis to the City (the "Project"); and

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement (if any). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-2)

Exhibit B: Unit Pricing (B-1 through B-2)

Exhibit C: Transformer Reserve Stocking Quantities (C-1)

Exhibit D: Figure for Three Phase Pad Mount (D-1 through D-2)

Exhibit E: General Specifications for Single Phase Pad Mount Transformers (E-1 through E-2)

Exhibit F: General Specifications for Single Phase Pole Mount Transformers (F-1)

Exhibit G: General Specifications for Three Phase Pad Mount Transformers (G-1 through G-2)

Exhibit H: ERMCO Specifications (E-1 through E-23)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **MARCH 3, 2020** and continue in effect through and including **MARCH 2, 2023**. This agreement may be renewed for two (2) additional one-year (1-year) periods by written consent between City and Vendor. Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** based on the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Distribution Transformers, Except Parts (PPI Index Number: PCU3353113353111).
5. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **TWO MILLION, FOUR HUNDRED SIXTY-TWO THOUSAND, SIX HUNDRED SEVENTY-ONE AND 01/100 DOLLARS (\$2,462,671.01)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement

term in accordance with the Contract Documents and unit pricing set forth in the attached **Exhibit B – Unit Pricing**.

- A. **Reserve Quantity:** Vendor shall store reserve transformers – approximately two hundred fifty (25) pole mount and seventy (70) pad mount transformers in varying single-phase and three-phase sizes – at Vendor's facility. Vendor's facility must be located within a one hundred (100) mile travel distance from City's warehouse facility located at 1805 NE 30th Avenue, Building 700, Ocala, FL 34470. City shall conduct a monthly and quarterly evaluation of Vendor's inventory of transformers.
- B. **Quarterly Pricing and Stocking Reviews:** Vendor's pricing shall remain firm for the term of the Agreement and any subsequent renewal periods. Vendor shall provide quarterly (January 1, April 1, July 1 and October 1) pricing reports and other documentation necessary to validate any pricing increases. Vendor and City shall have quarterly reviews to evaluate escalating and de-escalating prices and stocking. City shall have final approval of any suggested pricing increases. Upon the written consent of City, any and all price adjustments shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%) PER QUARTER** based on the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Distribution Transformers, Except Parts (PPI Index Number: PCU3353113353111).
- C. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Attn:** Mary Ann St. Laurent, **Address:** 1802 NE 30th Avenue, Ocala, FL 34470, **E-Mail:** mstlaurent@ocalafl.org.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

- F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
- 8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason,

shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

11. VENDOR REPRESENTATIONS. Vendor expressly represents that:

- A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
- E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. VENDOR RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Coverage for contractual liability is also required.
- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

- C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to

the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 29. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 30. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require

all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if

by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor: Gresco Supply, Inc.
Attention: Anthony Mells
6421 County Road 219
Wildwood, Florida 34785
Phone: 352-748-9550
E-mail: Anthony.mells@gresco.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: pgilligan@ocalalaw.com

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor

of, or against, either party because of that party having been more involved in the drafting of the Agreement.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2020

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Jay A. Musleh
City Council President

Approved as to form and legality:

GRESKO SUPPLY, INC.

Robert W. Batsel, Jr.
Assistant City Attorney

By: _____
(Printed Name)

Title: _____
(Vice President or higher)

Ocala Electric Utility ("OEU") provides electric service to customers within the City of Ocala and portions of Marion County, Florida. OEU is a public electric utility with over 42,600 residential customers, 8,300 commercial customers and 1,048 large industrial customers in a 160-square mile service area.

Vendor services shall include the procurement, stocking, and immediate delivery of ester oil-filled, high use, single-phase and three-phase pad and pole mount transformers for OEU on an as needed basis to assure that City has an adequate number of transformers in reserve at all times throughout the term of the Agreement. All Vendor services shall be expected to meet the needs of the City at all times, to include the immediate delivery of materials during the occurrence of catastrophic events (i.e., storms, hurricanes, tornadoes, etc.).

Vendor's services shall be completed as indicated in the Agreement and Contract Documents. All transformers provided under the Agreement must conform to all codes and standards applicable to this type of work including, but not limited to, the latest American National Standards Institute (ANSI) and National Electrical Manufacturers Association (NEMA) Standards.

City will guarantee the purchase of any and all transformers held under contract at the end of the bid's life.

A. Vendor Requirements

1. Vendor shall provide a flatbed truck for the delivery of transformers to City's warehouse facility or other required jobsite.
2. Vendor shall be responsible for offloading of transformers as needed or requested by the City Project Manager, or other designated representative.

B. Inventory

1. City's transformer reserve stocking quantities have been comprehensively developed to best of City's ability and are attached hereto as Exhibit C – Transformer Stocking Quantities.
2. City's reserve quantity is equal to normal stock plus an additional forty percent (40%).

3. On average, city's reserve quantities will consist of:
 - a. two hundred fifty (250) pole-mount transformers in varying single and three phase sizes; and
 - b. seventy (70) pad-mount transformers in varying single and three phase sizes;
4. City shall evaluate its transformer inventory monthly.
5. City and Vendor shall have quarterly reviews (every three months) to review escalating and de-escalating prices and stocking.
6. Materials and equipment furnished by Vendor shall be new.

Vendor Location

Vendor's place of business must be located within a one hundred (100) mile radius of the City's warehouse facility located at 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470.

			Exhibit B - Schedule of Prices Bid for Unit Pricing with Loss Evaluation ELE#190961 Purchase & Stock of Single and 3 Phase Transformers							
Contractor Name					Contractors' Address					
Gresco Utility Supply					6421 CR 219 Wildwood, FL 34785					
							TOC = Unit Price + (NLL x 7.109) + (LL x 4.301)			
Item No.	Stock #	Transformer Description	UOM	Unit Price (Vendor to provide unit price in \$)	No-Load Loss (NLL) (Vendor to provide loss amount in Watts)	Load Loss (LL) (Vendor to provide loss amount in Watts)	Total Ownership Cost (TOC)	Estimated Yearly Usage	Extended Total Unit Price	Extended Total Ownership Cost (TOC)
1	E04040003	3 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	\$637.89	19	31	\$904.59	10	\$6,378.95	\$9,045.87
2**	E04040015	15 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	\$717.28	47	157	\$1,722.43	200	\$143,455.50	\$344,485.50
3**	E04040025	25 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	\$853.40	72	240	\$2,391.01	200	\$170,680.63	\$478,202.23
4**	E04040050	50 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	\$1,229.47	113	431	\$3,876.35	75	\$92,210.53	\$290,726.38
5	E04040075	75 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	\$1,695.79	137	658	\$5,487.45	5	\$8,478.95	\$27,437.25
6	E04040100	100 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	\$2,675.79	207	696	\$7,122.22	5	\$13,378.95	\$35,611.09
7	E04040167	167 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	\$3,514.74	257	1321	\$11,000.24	1	\$3,514.74	\$11,000.24
8	E04040250	250 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	\$5,976.84	285	1747	\$15,491.10	1	\$5,976.84	\$15,491.10
9	E04040500	500 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA				\$0.00	1	\$0.00	\$0.00
10	E04050025	25 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	\$868.42	64	257	\$2,422.99	1	\$868.42	\$2,422.99
11	E04050050	50 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	\$1,300.00	126	373	\$3,788.67	1	\$1,300.00	\$3,788.67
12	E04050075	75 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	\$1,666.32	150	604	\$5,316.97	1	\$1,666.32	\$5,316.97
13	E04050167	167 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	\$3,637.89	315	898	\$9,711.18	1	\$3,637.89	\$9,711.18
14	E04050500	500 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA				\$0.00	1	\$0.00	\$0.00
15	E04060025	25 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$875.79	67	242	\$2,386.90	1	\$875.79	\$2,386.90
16	E04060050	50 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$1,256.84	126	391	\$3,822.93	1	\$1,256.84	\$3,822.93
17	E04060075	75 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$1,607.37	155	646	\$5,473.76	1	\$1,607.37	\$5,473.76
18	E04060100	100 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$2,397.89	218	675	\$6,831.21	1	\$2,397.89	\$6,831.21
19	E04060167	167 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$3,329.47	317	1013	\$9,911.41	1	\$3,329.47	\$9,911.41
20	E04060250	250 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$4,722.11	337	1846	\$15,027.15	1	\$4,722.11	\$15,027.15
21	E04060333	333 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	\$6,727.37	426	2246	\$19,377.51	1	\$6,727.37	\$19,377.51
22	E04060500	500 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA				\$0.00	1	\$0.00	\$0.00
23	E04060667	667 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA				\$0.00	1	\$0.00	\$0.00
24	E04060833	833 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA				\$0.00	1	\$0.00	\$0.00
25	E05040045	45 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$5,994.79	140	335	\$8,418.29	3	\$17,984.38	\$25,254.86
26	E05040075	75 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$6,320.83	221	507	\$10,052.64	3	\$18,962.50	\$30,157.92
27	E05040150	150 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$8,164.58	342	916	\$14,504.80	4	\$32,658.33	\$58,019.19
28	E05040225	225 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$9,186.46	479	1308	\$18,174.27	1	\$9,186.46	\$18,174.27
29	E05040300	300 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$9,975.00	555	1924	\$22,145.67	1	\$9,975.00	\$22,145.67
30	E05040500	500 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$13,211.46	796	3412	\$33,473.59	1	\$13,211.46	\$33,473.59

							TOC = Unit Price + (NLL x 7.109) + (LL x 4.301)			
Item No.	Stock #	Transformer Description	UOM	Unit Price (Vendor to provide unit price in \$)	No-Load Loss (NLL) (Vendor to provide loss amount in Watts)	Load Loss (LL) (Vendor to provide loss amount in Watts)	Total Ownership Cost (TOC)	Estimated Yearly Usage	Extended Total Unit Price	Extended Total Ownership Cost (TOC)
31	E05040750	750 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$20,138.54	926	4898	\$47,704.43	1	\$20,138.54	\$47,704.43
32	E05041000	1000 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	\$21,847.92	1243	6925	\$60,356.96	1	\$21,847.92	\$60,356.96
33**	E05050025	25 KVA 7200 240/120 SINGLE PHASE PADMOUNT**	EA	\$1,644.21	73	170	\$2,887.77	30	\$49,326.32	\$86,633.03
34**	E05050050	50 KVA 7200 240/120 SINGLE PHASE PADMOUNT**	EA	\$2,249.47	123	303	\$4,416.01	30	\$67,484.21	\$132,480.41
35	E05050075	75 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	\$2,723.16	168	441	\$5,799.09	5	\$13,615.79	\$28,995.45
36	E05050100	100 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	\$3,090.53	209	575	\$7,030.57	5	\$15,452.63	\$35,152.86
37	E05050167	167 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	\$4,693.68	312	875	\$10,646.99	1	\$4,693.68	\$10,646.99
38	E05050300	300 KVA 7200 240/120 THREE PHASE PADMOUNT	EA	\$11,538.54	608	1478	\$22,162.97	1	\$11,538.54	\$22,162.97
39	E05050500	500 KVA 7200 240/120 THREE PHASE PADMOUNT	EA	\$12,907.29	796	3285	\$32,623.20	1	\$12,907.29	\$32,623.20
40	E05070075	75 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	\$6,318.75	211	466	\$9,804.03	1	\$6,318.75	\$9,804.03
41	E05070150	150 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	\$7,680.21	312	915	\$13,805.55	1	\$7,680.21	\$13,805.55
42	E05070500	500 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	\$12,801.04	749	2672	\$29,550.54	1	\$12,801.04	\$29,550.54
43	E05070750	750 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	\$20,238.54	915	3833	\$43,146.66	1	\$20,238.54	\$43,146.66
44	E05071500	1500 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	\$25,834.38	1687	8175	\$72,836.10	2	\$51,668.75	\$145,672.21
45	E05072000	2000 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	\$29,700.00	1940	9464	\$84,021.52	1	\$29,700.00	\$84,021.52
46	E05072500	2500 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	\$35,192.71	2609	12275	\$106,300.05	1	\$35,192.71	\$106,300.05
47	E05070225	225 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	\$9,038.54	464	1155	\$17,263.01	1	\$9,038.54	\$17,263.01
48	E05070300	300 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	\$10,881.25	576	1353	\$20,743.45	1	\$10,881.25	\$20,743.45
49	E05071000	1000 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	\$20,996.88	1185	5347	\$52,311.84	1	\$20,996.88	\$52,311.84
ITEM NO.	DESCRIPTION		UOM					Est. Yearly Usage	Extended Total Unit Price	Extended Total Ownership Cost (TOC)
49	DELIVERY FOR SINGLE PHASE TRANSFORMERS		EA					584	\$623,037.18	\$1,589,979.08
50	DELIVERY FOR THREE PHASE TRANSFORMERS		EA					28	\$372,927.08	\$872,691.92
Grand Totals:									\$995,964.26	\$2,462,671.01

**Items ALWAYS REQUIRED in City's stocking arrangements
ALL ITEMS MUST BE PRICED AND AVAILABLE FOR STOCKING IF REQUIRED.

**EXHIBIT C -
TRANSFORMER RESERVE STOCKING QUANTITIES**

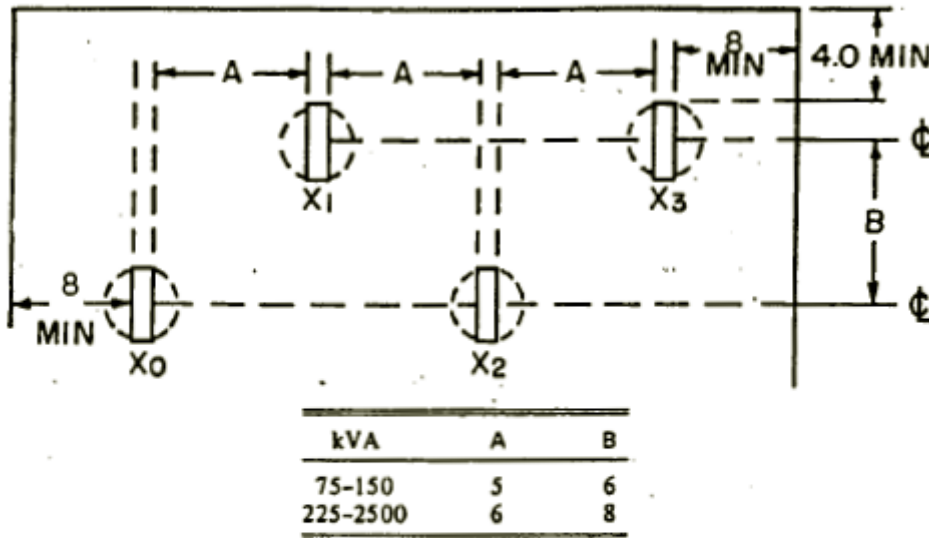
Line Item #	Item Code	Description	Normal Stock Qty	40% of Normal Qty	Minimum Reserve Qty to Stock
2	**04040015	TRAN CON 7200 120/240 15KVA PL MT	70	28	98
3	**04040025	TRAN CON 7200 120/240 25KVA PL MT	70	28	98
4	**04040050	TRAN CON 7200 120/240 50KVA PL MT	35	15	50
33	**05050025	TRAN 7200 240/120 25KVA PD MT 1PH	20	10	30
34	**05050050	TRAN 7200 240/120 50KVA PD MT 1PH	20	10	30

Items always required in City's stocking arrangement – all items must be priced and available for stocking if required

Plus possible 3 - 3 phase Pad Mounts sizes undetermined at this time

Figure 1

1. Low-Voltage Terminal Arrangements are as per drawing below.



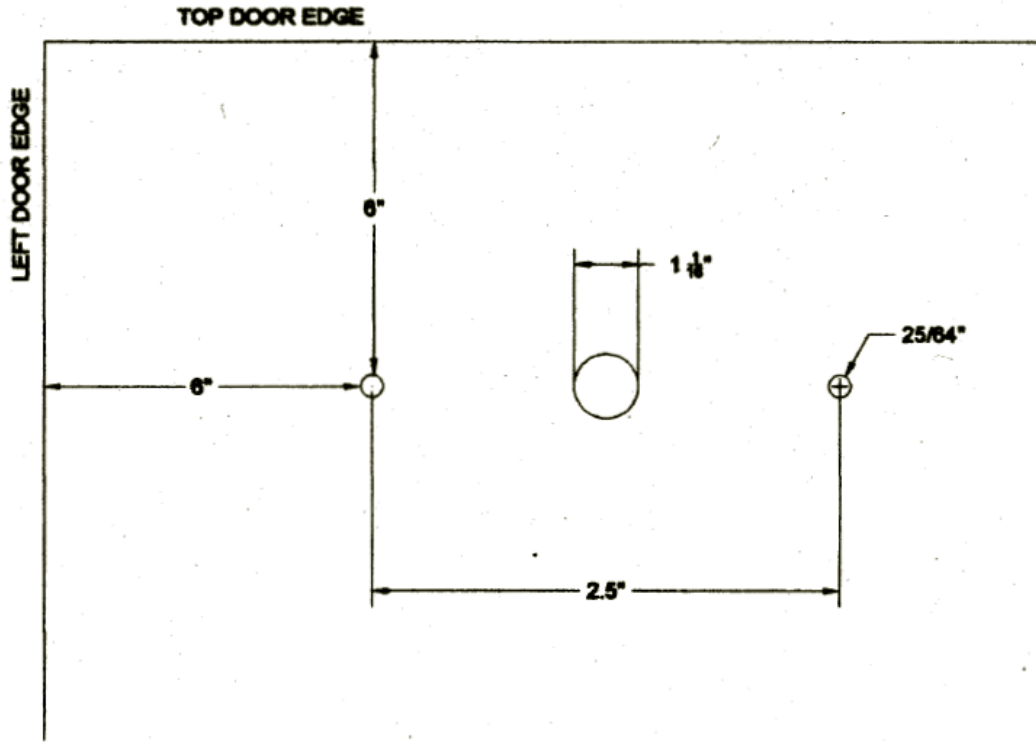
All dimensions in inches
Staggered Low-Voltage Terminal Arrangement

Figure 1

2. Secondary bushing heights to be as per ANSI specifications.
3. All units are to include a Liquid Level and Temperature Gauge.
4. Low voltage spade terminals shall be on all units per chart below:

KVA	208y/120	480y/277
75	4 hole	N/A
150	6 hole	N/A
225	6 hole	6 hole
300	10 hole	10 hole
500	10 hole	10 hole
750	10 hole	10 hole
1000	10 hole	10 hole
1500	10 hole	10 hole
2000	N/A	10 hole
2500	N/A	10 hole

5. All transformer access hole shall be a minimum of 16" x 24" and sealed from weather using conventional methods.
6. Fault Indicator Mounting Template as per drawing below:



Fault Indicator Mounting Template

1. Mounting shall be on upper left of primary door.
2. Tamper proof cover plate shall be factory supplied and installed using stainless steel bolts and painted to match transformer.

GENERAL SPECIFICATIONS FOR SINGLE PHASE PAD MOUNT TRANSFORMERS
7200/12470Y

Electrical Specifications:

High voltage shall be 12,470/7,200Y, low voltage 120/240, 60 Hertz; Class OA, with ester oil; 65 deg. C. rise. Transformers shall be of loop feed design with no switching. High voltage bushings shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with one storage bushing bracket adjacent to high voltage bushings. Transformers shall be equipped with R.T.E. bayonet type oil immersed high voltage fuse with combination fault sensing and overload sensing fuse link or approved oil immersed equal high voltage fuse. Low voltage bushings shall be furnished with 5/8" threaded studs for transformers below 100 KVA and 1" threaded stud for sizes 100 KVA and larger. Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments. Included brass nuts for 5/8" and 1" threaded studs. Primary and secondary bushings shall be arranged to conform to ANSI standard C57.12.25-1990 Type 2. All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#. All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

Physical Specifications:

Transformers shall be of low profile design with pitched top to facilitate water run-off. High and low voltage compartments shall be completely sealed when door is closed with no exposed removable parts. A captive penta head bolt shall be provided for securing the door combined with a recessed integral locking provision to accommodate a standard padlock. The door shall be mounted with stainless steel hinge pins. The finish coat of paint shall be Munsell pad mount green 7GY3.29/11.5.

Information to be supplied with Bid:

One set of name plate prints and outline drawings showing location and description of equipment and dimensions of transformers including primary and secondary compartments shall be submitted for approval with the bid on each size and type. Bidders shall supply unit price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) on each bid item. The successful bidder shall submit the following manufacturer transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number.

The following formula will be used to evaluate the bids:

Residential & Commercial:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same.

Delivery Information:

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6705, reference must be made to the City of Ocala Purchase Order Number, quantity, and weight of transformers being shipped.

Manufacturers

ABB

Central Moloney

Cooper Power

Ermco

GE or GE Prolec

Howard Industries

Kuhlman

Pauwels

GENERAL SPECIFICATIONS FOR SINGLE PHASE POLE MOUNTED TRANSFORMERS
7200/12470Y

Electrical Specifications

Single voltage overhead conventional pole type; 7200/12470Y (secondary voltage to be specified), 60 Hertz; Class OA; 65 deg. C. rise; no taps unless otherwise specified, complete with ester oil; two primary cover bushings; Low-voltage tank-wall bushings with tin-plated clamp type eyelet terminals to accommodate copper and aluminum conductor or secondary connectors with a minimum 5/8" stud. Transformer tank to be equipped with automatic pressure relief valve with external release for manual operation with switch stick; transformers to conform to latest ANSI and NEMA Standards. All transformers to be equipped with two (2) hanger brackets on same side of transformer. Each transformer shall have an arrester mounted to the transformer tank by means of an "L" type bracket OEU Stock # E02-05-0050. (This kit contains a flat copper ground strap, a 16" piece of #4 insulated stranded copper conductor with 3/8" terminal lugs at both ends, 2 mounting bolts, and 2 washers). The arrester shall comply with OEU AURSI catalog number E02-01-0009. All transformers shall be supplied with owner specified sequential identification numbers per Uticom Catalog number U358HS15-#.

All 167 KVA and larger transformers shall have 2 , 2 1/2 % taps above and two 2 1/2 % taps below rated voltage with an external operating handle.

All single phase pole mount 833 KVA transformers shall have two primary bushings wells compatible with 8.3 KV 200 amp primary loadbreak elbow terminators.

Bidders shall supply user price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) on each bid item. The successful bidder shall submit the following transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number. The following formula will be used to evaluate the bids:

Residential & Commercial:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load Loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplate shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C-57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same. Each transformer's secondary lead shall be permanently marked with the letter A, B, C, or D corresponding to the nameplate diagram, by stamping the metal ends.

Delivery Information

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6715, reference must be made to the City of Ocala Purchase order number, quantity, and weight of transformers being shipped.

GENERAL SPECIFICATIONS FOR THREE PHASE PAD MOUNT TRANSFORMERS
7200/12470Y

Electrical Specifications:

High voltage shall be 12,470/7,200V, low voltage shall be 120/208V wye or 277/480V wye, or 120/240V delta with center tap, 60 Hertz; Class OA, with ester oil; 65 deg. C. Rise. Transformers shall be of loop feed design with no switching. High voltage bushing shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with three storage bushing bracket adjacent to high voltage bushings. The transformer shall be equipped with R.T.E. bayonet type sensing and overload sensing fuse links or approved oil immersed equal high voltage fuse. Low voltage bushings shall be furnished with spade type terminals with holes on NEMA standard spacing. Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments. All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#. All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

Physical Specifications:

Transformers shall be of profile design. High and low voltage compartments shall be completely sealed when doors are closed with no exposed removable parts and with a captive penta head bolt for securing both doors and a recessed pad lockable door handle. The high voltage compartment shall be on the left, separated from the low voltage compartment by the fixed steel barrier. It shall be impossible to open the door of the high voltage compartment without having first opened the door of the low voltage compartment. Transformers shall be designed with provisions for installation on a flat concrete pad. The base of both compartments shall be open to provide maximum accessibility for conduits and/or conductors. Color transformers to be Munsell pad mount green.

All transformers 500 KVA and larger shall have externally operated no-load high voltage tap changers. Taps to be two 2 1/2% above and two 2 1/2% below normal voltage.

All transformers with a rating of 150 KVA and above shall have an access hole located in the top of the oil filled compartment, centered laterally and 6 inches behind the bushing mounting surface. This access hole shall be 16 inches x 24 inches in area and sealed from weather using conventional methods. All transformers will have 1 inch gate valve and plug located in the bottom-right of the primary compartment. The valve shall be located 6 inches away from the walls of the transformer to allow easy operation by hand. Park bushing stands located in primary compartment will comply with ANSI Standards C57.12.26 figure 2. Secondary bushing on all transformers shall be at least 36 inches but will not exceed 48 inches from the bottom of the transformer. Spacing of the secondary bushings shall conform to Figure-1 of this specification. All drip plates located below the bayonet fuses shall inhibit the oil from making contact with the primary bushings. It shall also drain itself away from the primary bushing. **THE LOW VOLTAGE BUSHINGS ON UNITS RATED 150 KVA AND LARGER SHALL BE SUPPORTED WITH AN INSULATING MATERIAL** in a manner designed to counteract any downward forces resulting from the connection of multiple cables to the bushings.

Information to be supplied with Bid:

One set of nameplate prints and outline drawings showing location and description of equipment and dimensions of transformers including primary and secondary compartments shall be submitted for approval with the bid on each size and type. Bidders shall supply the unit price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) for each bid item. The successful bidder shall submit the following manufacturer transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number.

The following formula will be used to evaluate the bids:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load Loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same.

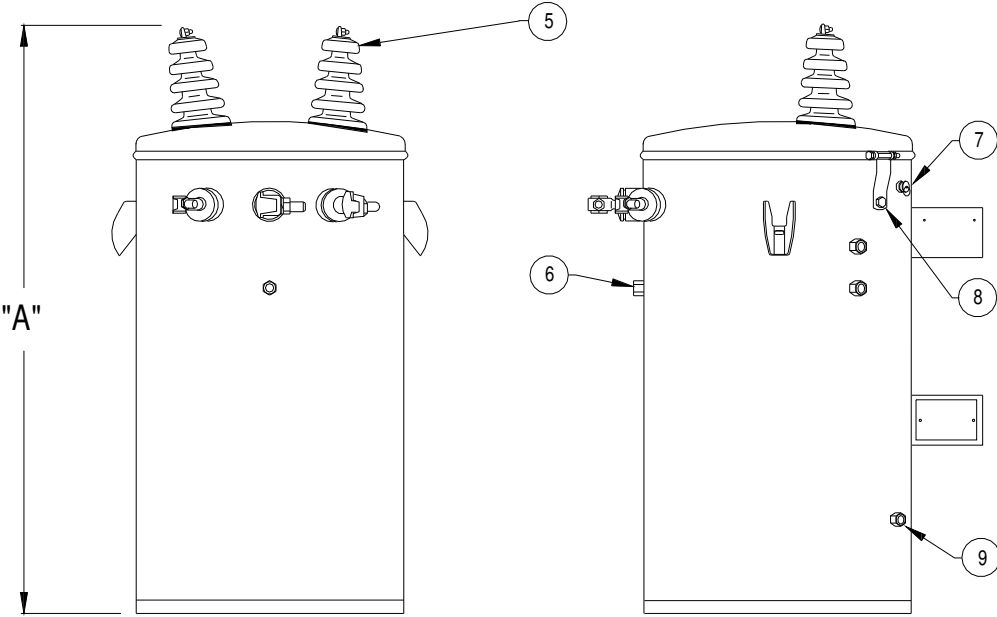
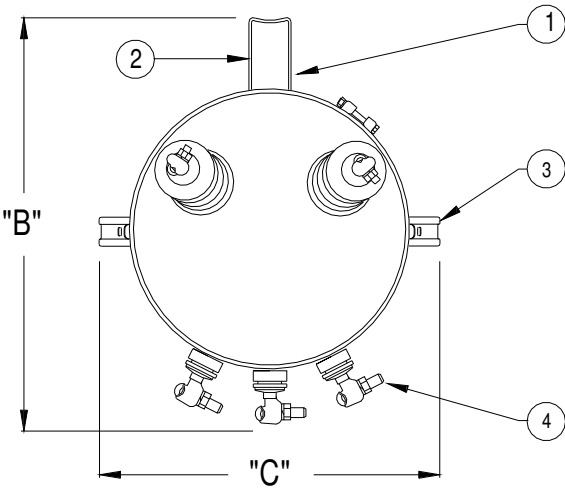
Delivery Information:

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6715, reference must be made to the City of Ocala Purchase Order Number, quantity, and weight of transformers being shipped.

Manufacturers

ABB
Central Moloney
Cooper Power
Ermco
GE or GE Prolec
Howard Industries
Kuhlman
Pauwels

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 120/240 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 10 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
1	3	30.9	19.6	23.9	8	216
2	15	30.9	21.6	25.8	9	350
3	25	32.9	23.6	26	13	478



CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

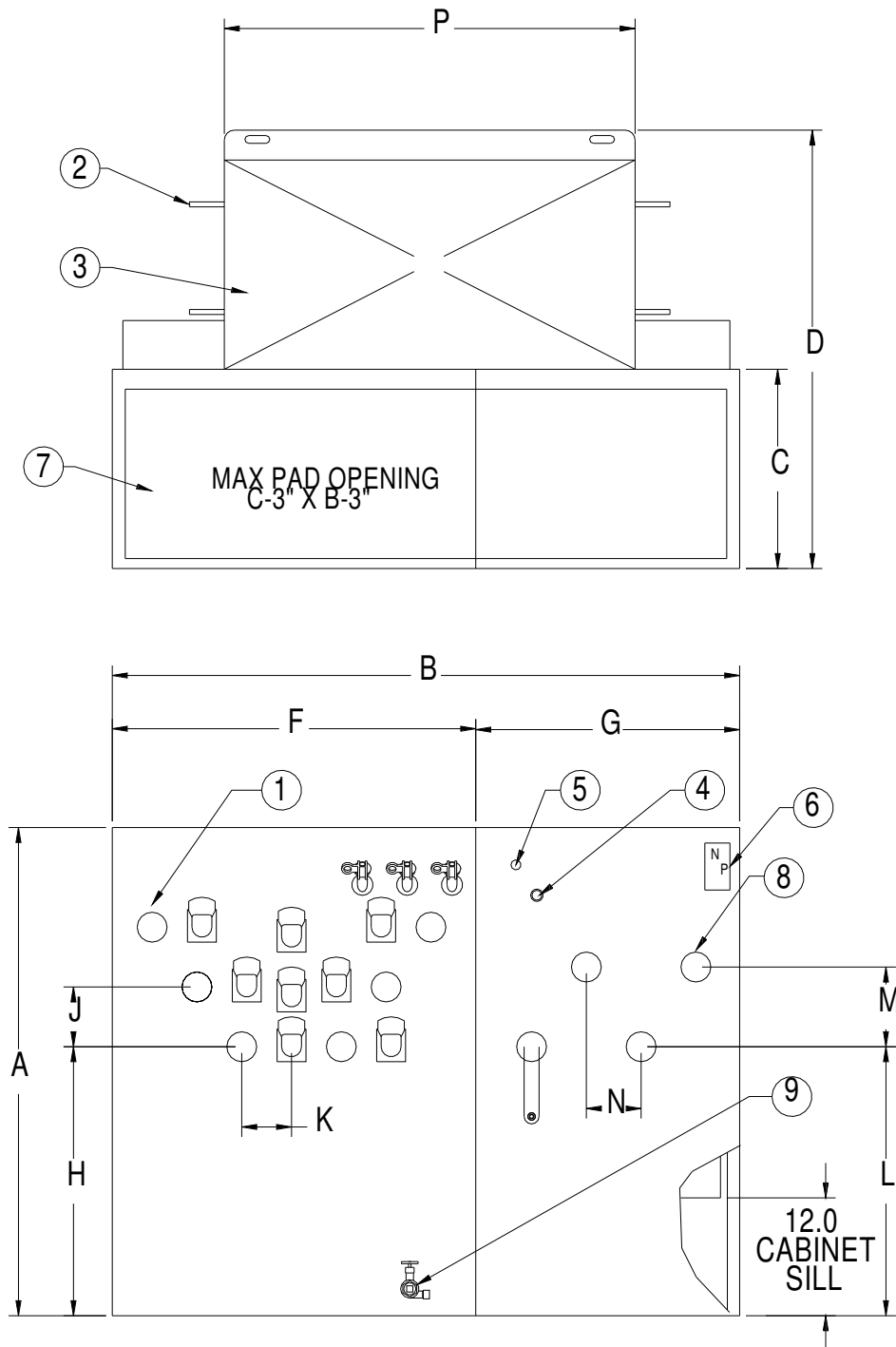
For detail information about the transformer, refer to the ERMCO quote documents.

Quote

[illegible]

STANDARD FEATURES

STANDARD FEATURES		Quote				
	Item	P	Q	Wt (lbs)	Oil (gn)	
1 HV Bushing	19	53	N/A	5250	218	
2 Lifting Lugs	_____	_____	_____	_____	_____	
3 Bolted Cover	_____	_____	_____	_____	_____	
4 1" Upper Fill Plug	_____	_____	_____	_____	_____	
5 Pressure Relief Valve	_____	_____	_____	_____	_____	
6 Nameplate	_____	_____	_____	_____	_____	
7 Hinged Top Cabinet	_____	_____	_____	_____	_____	
8 LV Bushing	_____	_____	_____	_____	_____	
9 Drain Valve w/Sampler	_____	_____	_____	_____	_____	



CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

[illegible]

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

[illegible]

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec: _____

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

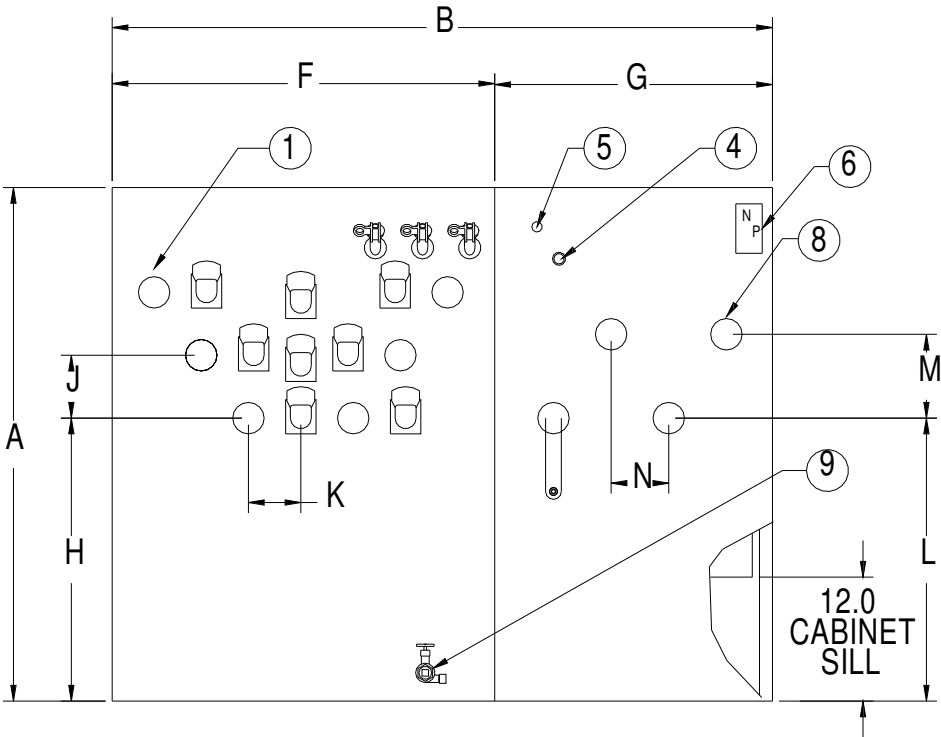
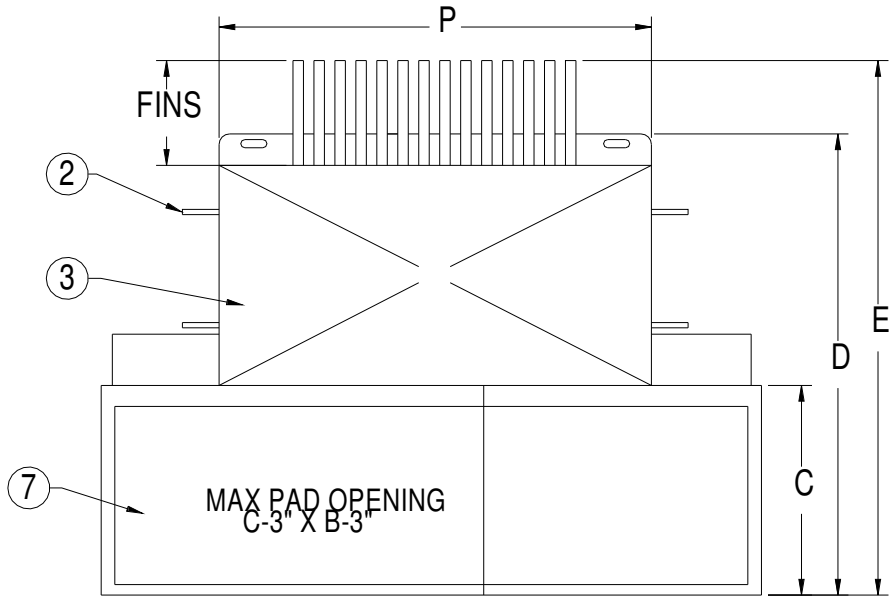
Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
6	500	57	72.5	24	51.5	58.5	36.5	35.5	27	6	5	36	8	6.33
7	750	63	72.5	24	55.5	62.5	36.5	35.5	27	6	5	46	8	6.33
8	1000	63	72.5	24	57.5	64.5	36.5	35.5	27	6	5	46	8	6.33
10	500	57	72.5	24	51.5	58.5	36.5	35.5	27	6	5	36	8	6.33
14	750	63	72.5	24	55.5	62.5	36.5	35.5	27	6	5	46	8	6.33
15	1500	63	72.5	24	59.5	66.5	36.5	35.5	27	6	5	46	8	6.33
17	2500	68	75.5	24	63.5	82.5	39.5	35.5	27	6	5	46	8	6.33
20	1000	63	72.5	24	57.5	64.5	36.5	35.5	27	6	5	46	8	6.33
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt (lbs)	Oil (gn)
6	57	N/A	6051	239
7	63	N/A	9428	312
8	63	N/A	10110	352
10	57	N/A	6011	238
14	68	N/A	9686	340
15	68	N/A	12181	372
17	73	N/A	15407	540
20	68	N/A	8298	378
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec: _____

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

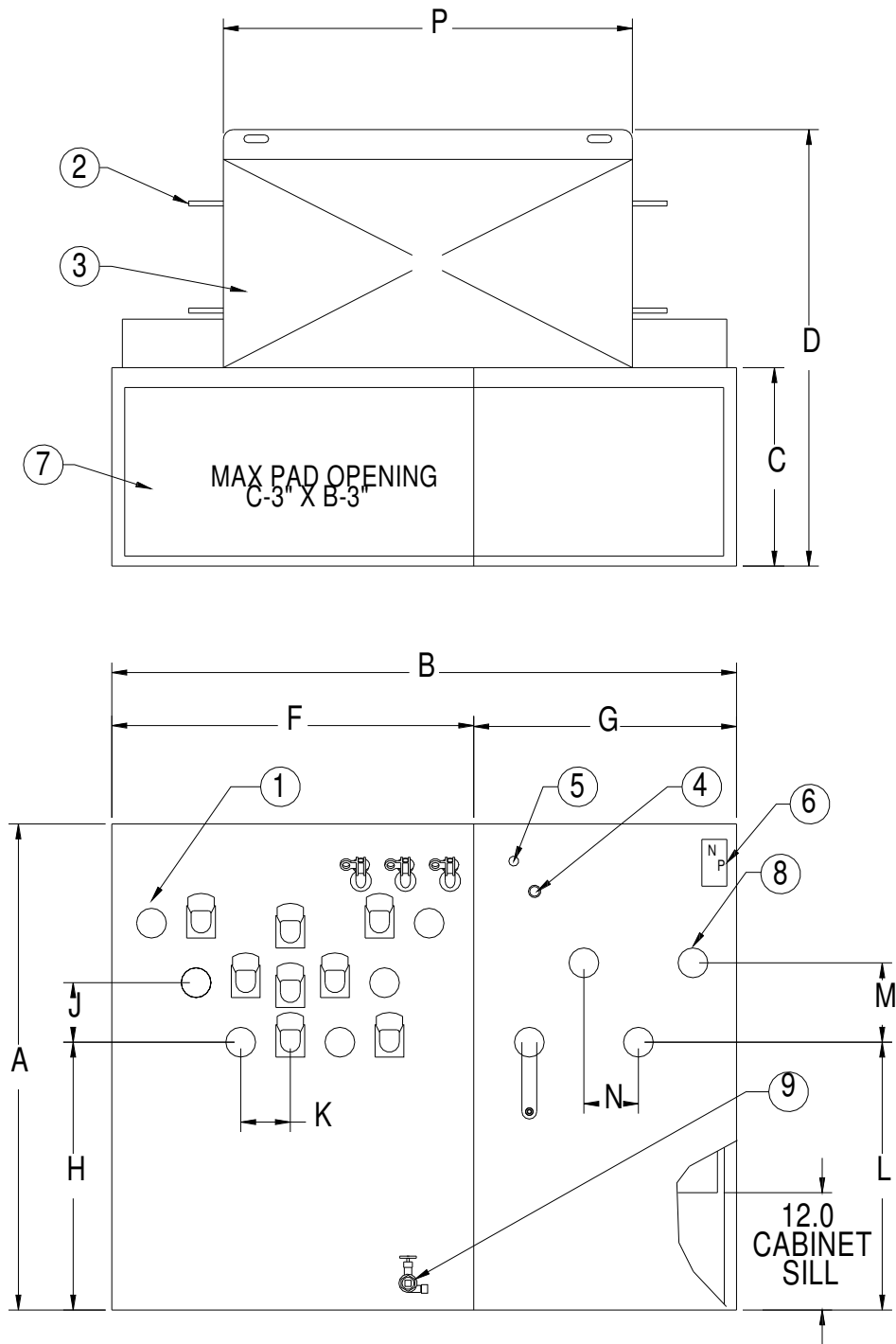
Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	45	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
2	75	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
3	150	57	69.5	20	45.5	N/A	36.5	32.5	27	6	5	36	6	5.33
4	225	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33
5	300	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33
9	300	57	72.5	20	47.5	N/A	36.5	35.5	27	6	5	36	8	6.33
11	75	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
12	150	57	69.5	20	43.5	N/A	36.5	32.5	27	6	5	36	6	5.33
13	500	57	72.5	20	49.5	N/A	36.5	35.5	27	6	5	36	8	6.33
18	225	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

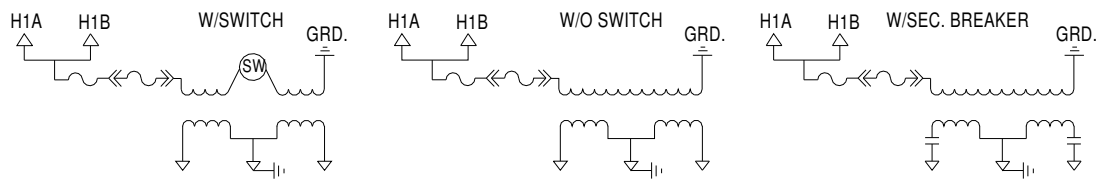
Item	P	Q	Wt (lbs)	Oil (gn)
1	49	N/A	3034	182
2	49	N/A	3195	178
3	49	N/A	4096	202
4	53	N/A	4575	214
5	53	N/A	4897	206
9	57	N/A	5636	231
11	49	N/A	3195	178
12	49	N/A	3827	184
13	57	N/A	6008	248
18	53	N/A	4563	212



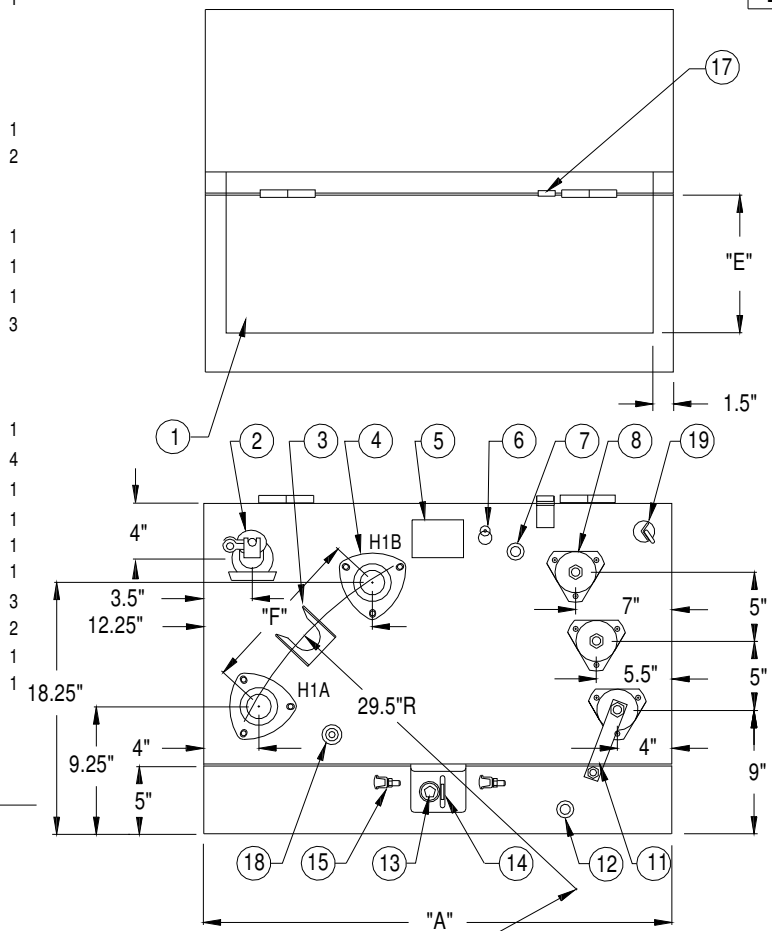
H. V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL
TAPS: NO TAPS

EXHIBIT H - Figure for ERMCO Transformers

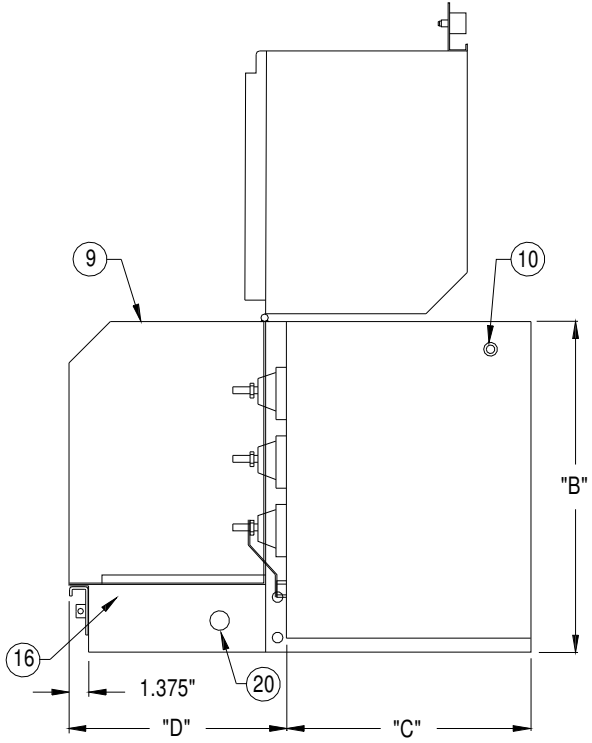
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES					APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C	D	E		
		WIDTH	HEIGHT	TANK DEPTH	DOOR DEPTH	CABLE OPENING		
29	167	36	32	25.2	16	12.375	68	2063



PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR	
3	PARKING STAND	1
4	ECI HV BUSHING WELL (3-3-90) 15 kV ERMCO STANDARD INSERTS NO LBRK SWITCH	2
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID	1
7	.50 in. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS. 1.00 in. - 14 STUD SPADES: NOT REQUIRED	3
9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	STD 1/2" NPT DRAIN PLUG	1
13	.500"-13 SILICON BRONZE PENTABOLT (STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	3
16	REMOVABLE SILL	2
17	DOOR RETAINER	1
18	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED	1
19	SECONDARY BREAKER HANDLE: NOT REQUIRED	1
20	NO CONDUIT ENTRANCE HOLE REQUIRED	



"E" = "D" - 3.625"	DIM "F" IS	: IF DIM "A" IS
	10"	32"
	12"	34" & >



**ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO		RFQ/SPEC #:	
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960

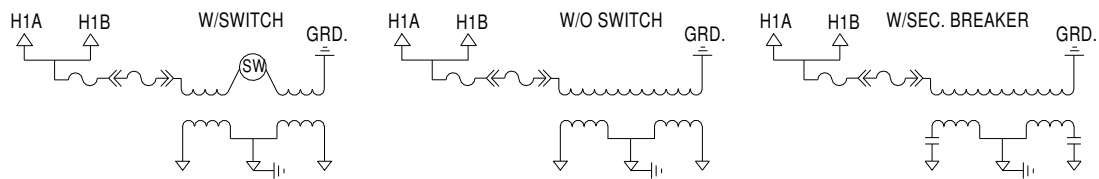
H. V.: 12470GRDY/7200 95BIL 1BU

L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL

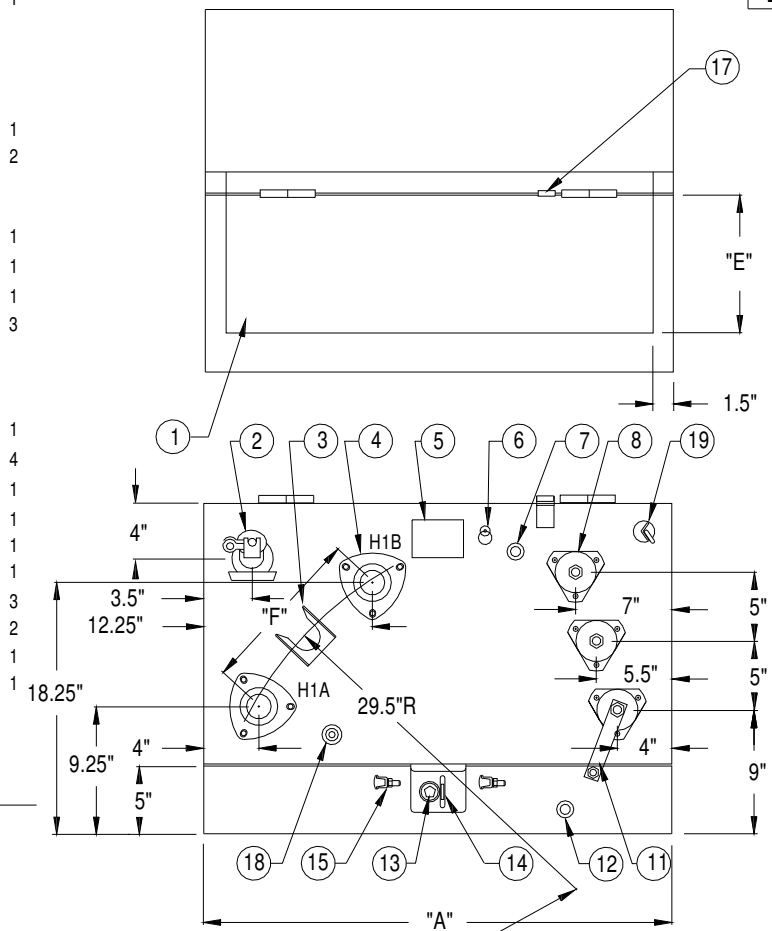
TAPS: NO TAPS

EXHIBIT H - Figure for ERMCO Transformers

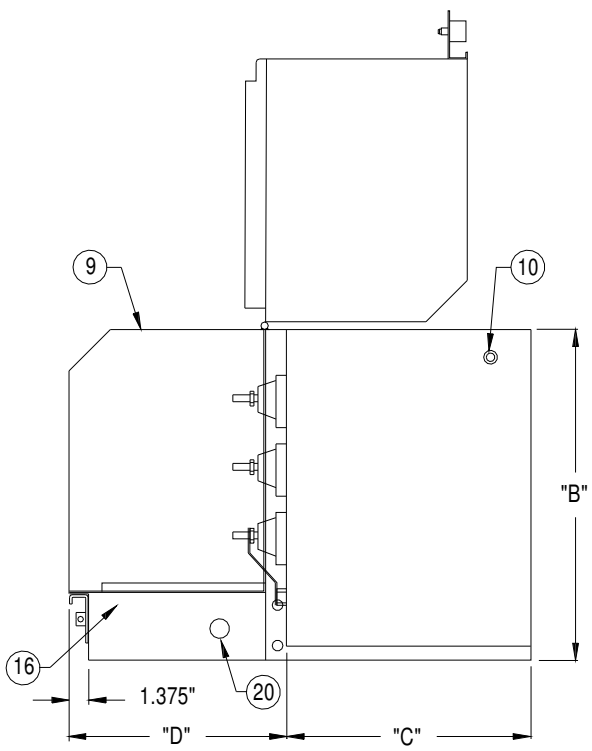
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES					APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C	D	E		
		WIDTH	HEIGHT	TANK DEPTH	DOOR DEPTH	CABLE OPENING		
28	100	36	26	22.2	16	12.375	48	1384



- | PART | DESCRIPTION | QUANTITY |
|------|--|----------|
| 1 | CONDUIT ENTRANCE AREA | 1 |
| 2 | FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR | |
| 3 | PARKING STAND | 1 |
| 4 | ECI HV BUSHING WELL (3-3-90) | 2 |
| | 15 kV ERMCO STANDARD INSERTS | |
| | NO LBRK SWITCH | |
| 5 | (1) ALUMINUM NAMEPLATE (STANDARD) | 1 |
| 6 | P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID | 1 |
| 7 | .50 in. OIL LEVEL PLUG | 1 |
| 8 | LVBU: COPPER STUD SECONDARY BUSHINGS. | 3 |
| | 1.00 in. - 14 STUD | |
| | SPADES: NOT REQUIRED | |
| 9 | COMPARTMENT COVER | 1 |
| 10 | LIFTING BOSS (.625"-11 BLIND TAPPED) | 4 |
| 11 | DETACHABLE GROUND STRAP | 1 |
| 12 | STD 1/2" NPT DRAIN PLUG | 1 |
| 13 | .500"-13 SILICON BRONZE PENTABOLT (STANDARD) | 1 |
| 14 | PADLOCK HASP | 1 |
| 15 | GROUND NUT | 3 |
| | W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD) | 2 |
| 16 | REMOVABLE SILL | 1 |
| 17 | DOOR RETAINER | 1 |
| 18 | TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED | |
| 19 | SECONDARY BREAKER HANDLE: NOT REQUIRED | |
| 20 | NO CONDUIT ENTRANCE HOLE REQUIRED | |
- ADDITIONAL FEATURES
- KVA DECAL: KVA (ERMCO STD) YLW/CLR 2.5" (TANK)
- FILL PORT: FILL PLUG
- Oil TYPE: ENVIROTEMP-FR3
- TK | DR | SL: MS | 14GA MS | 14GA MS



"E" = "D" - 3.625"	DIM "F" IS	: IF DIM "A" IS
	10"	32"
	12"	34" & >



POINT 4" BELOW PAD SURFACE
10" RIGHT OF TRANS. CENTERLINE AND
12" IN FRONT OF TRANS. FRONT PANEL

**ERMCO**

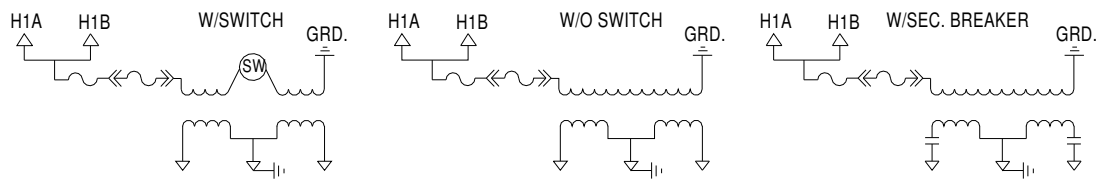
CUSTOMER: CITY OF OCALA - GRESCO		RFQ/SPEC #:	
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960

Page 217 of 1115

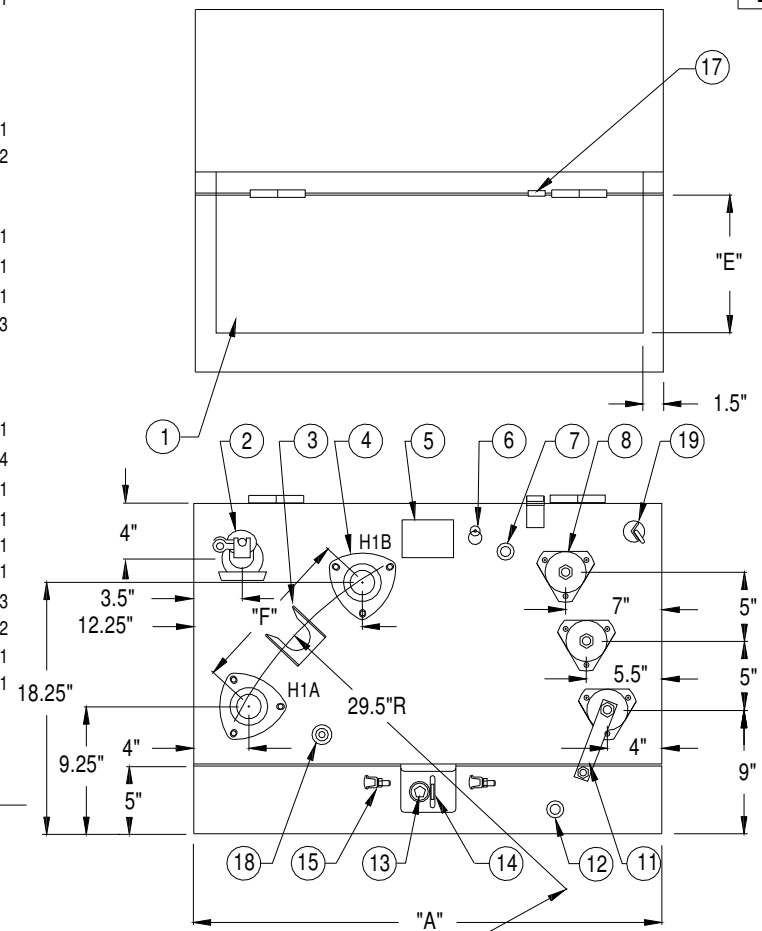
H. V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL
TAPS: NO TAPS

EXHIBIT H - Figure for ERMCO Transformers

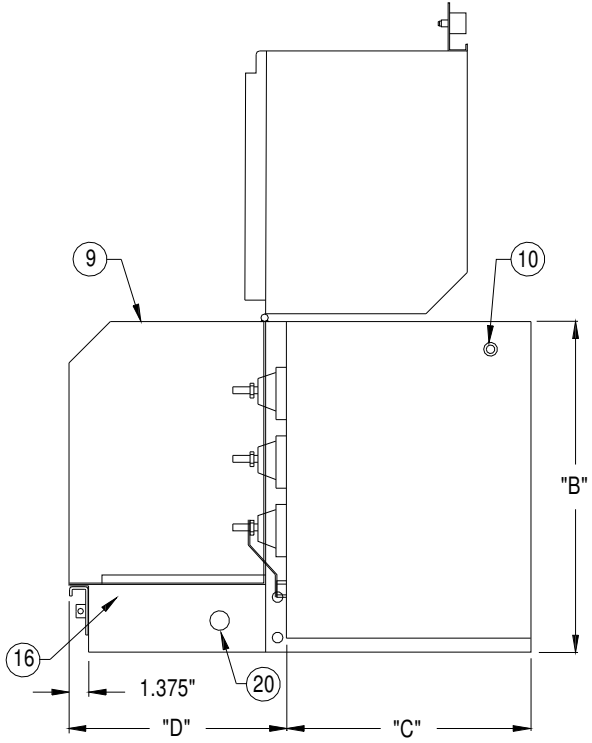
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES					APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C	D	E		
		WIDTH	HEIGHT	TANK DEPTH	DOOR DEPTH	CABLE OPENING		
25	25	32	24	17.2	16	12.375	27	711
26	50	36	24	20.2	16	12.375	36	1022
27	75	36	24	22.2	16	12.375	46	1263



- | PART | DESCRIPTION | QUANTITY |
|------|--|----------|
| 1 | CONDUIT ENTRANCE AREA | 1 |
| 2 | FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR | |
| 3 | PARKING STAND | 1 |
| 4 | ECI HV BUSHING WELL (3-3-90) | 2 |
| | 15 kV ERMCO STANDARD INSERTS | |
| | NO LBRK SWITCH | |
| 5 | (1) ALUMINUM NAMEPLATE (STANDARD) | 1 |
| 6 | P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID | 1 |
| 7 | .50 in. OIL LEVEL PLUG | 1 |
| 8 | LVBU: COPPER STUD SECONDARY BUSHINGS. | 3 |
| | .625 in. - 11 STUD | |
| | SPADES: NOT REQUIRED | |
| 9 | COMPARTMENT COVER | 1 |
| 10 | LIFTING BOSS (.625"-11 BLIND TAPPED) | 4 |
| 11 | DETACHABLE GROUND STRAP | 1 |
| 12 | STD 1/2" NPT DRAIN PLUG | 1 |
| 13 | .500"-13 SILICON BRONZE PENTABOLT (STANDARD) | 1 |
| 14 | PADLOCK HASP | 1 |
| 15 | GROUND NUT | 3 |
| | W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD) | 2 |
| 16 | REMOVABLE SILL | 1 |
| 17 | DOOR RETAINER | 1 |
| 18 | TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED | |
| 19 | SECONDARY BREAKER HANDLE: NOT REQUIRED | |
| 20 | NO CONDUIT ENTRANCE HOLE REQUIRED | |
| | ADDITIONAL FEATURES | |
| | KVA DECAL: KVA (ERMCO STD) YLW/CLR 2.5" (TANK) | |
| | FILL PORT: FILL PLUG | |
| | Oil TYPE: ENVIROTEMP-FR3 | |
| | TK DR SL: MS 14GA MS 14GA MS | |



"E" = "D" - 3.625"	DIM "F" IS	: IF DIM "A" IS
	10"	32"
	12"	34" & >



POINT 4" BELOW PAD SURFACE
10" RIGHT OF TRANS. CENTERLINE AND
12" IN FRONT OF TRANS. FRONT PANEL

CUSTOMER: CITY OF OCALA - GRESCO

SCALE: NTS

DATE: 01/22/20

BY: WNC

RFQ/SPEC #: Page 218 of 1115

QUOTE NUMBER: 563960

"B" & "C" Dimensions include arresters & radiators if applicable.

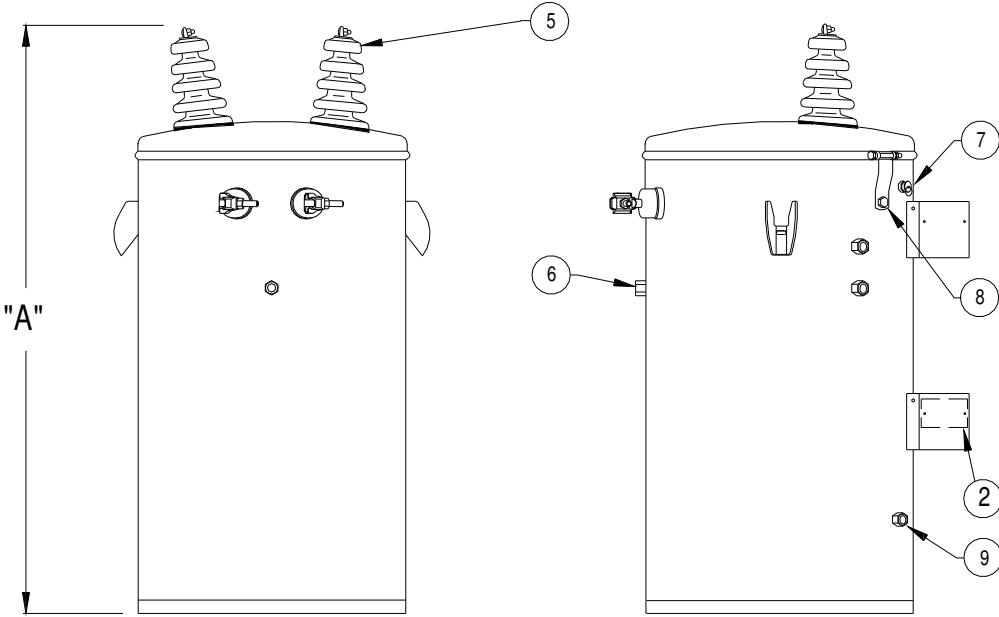
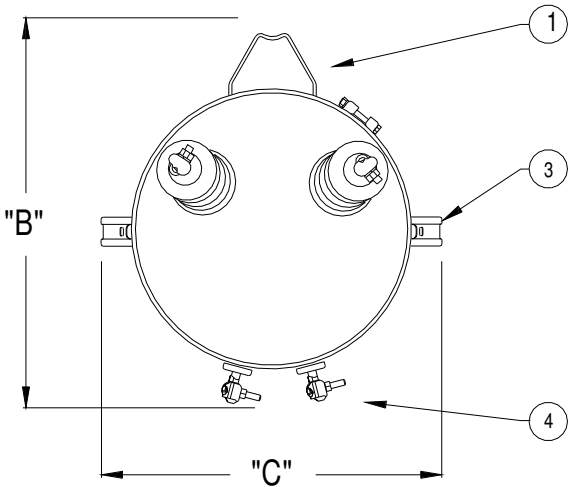
H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED) W/ PLATE	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLY J-SPADE (64-19 OR -20)	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
RADIATORS: 2 SETS OF 5 PANEL RADIATORS
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
21	333	56.5	39	44.3	70	2263

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.

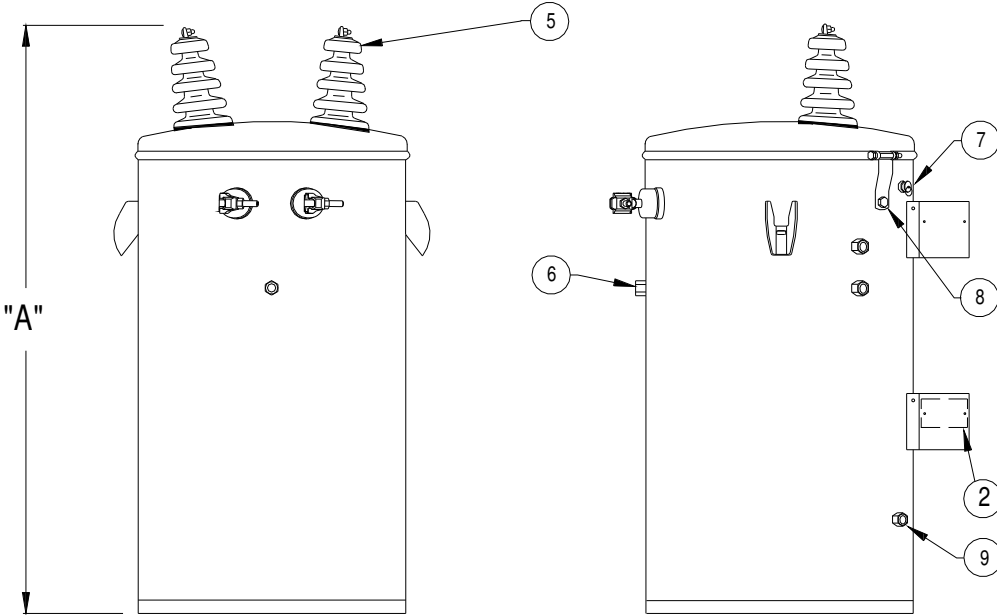
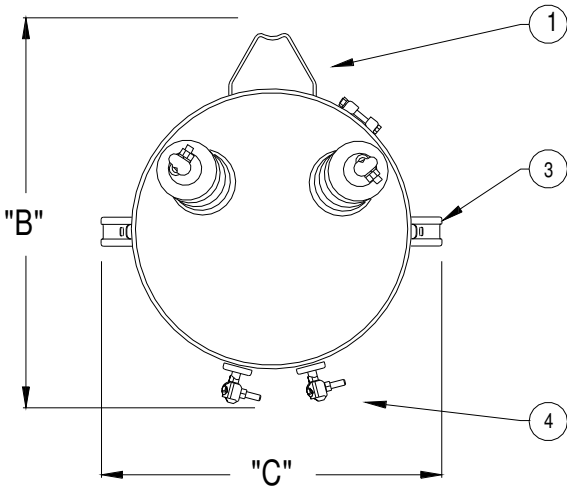
H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
RADIATORS: 1 SET OF 5 PANEL RADIATORS
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
20	250	56.5	35.9	40.5	63	1851

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

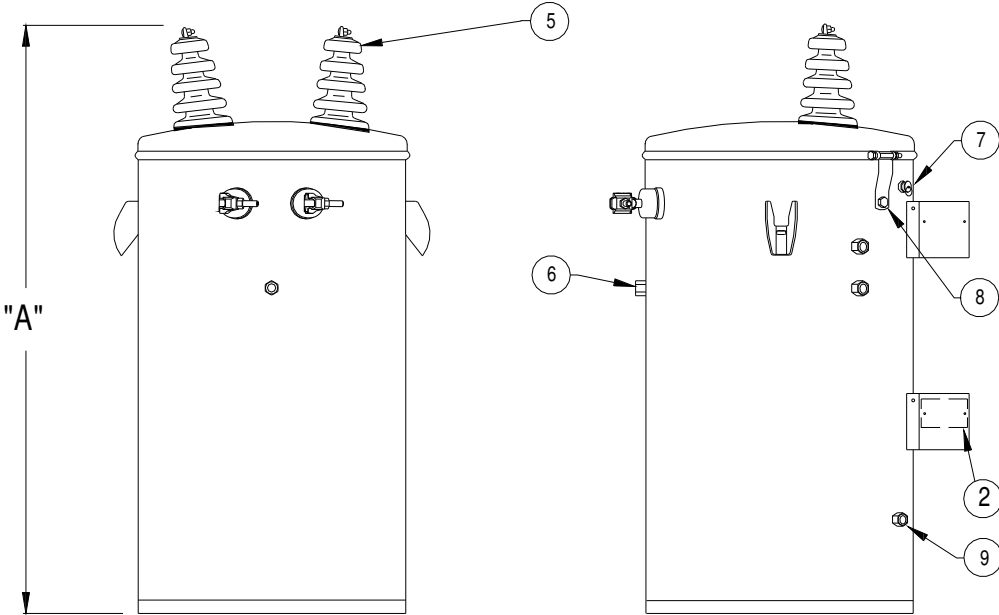
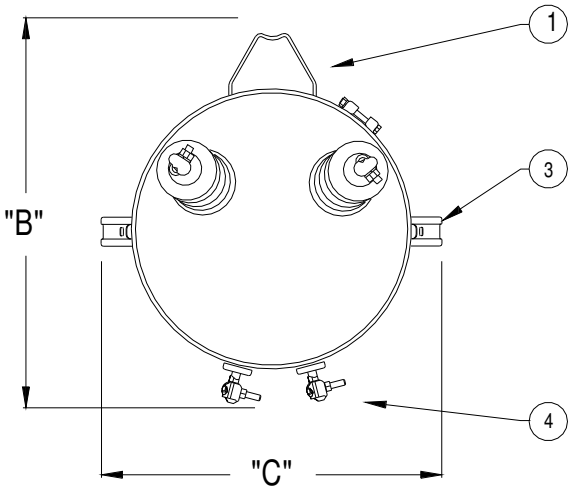
"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
RADIATORS: 1 SET OF 5 PANEL RADIATORS
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
20	250	56.5	35.9	40.5	63	1851

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

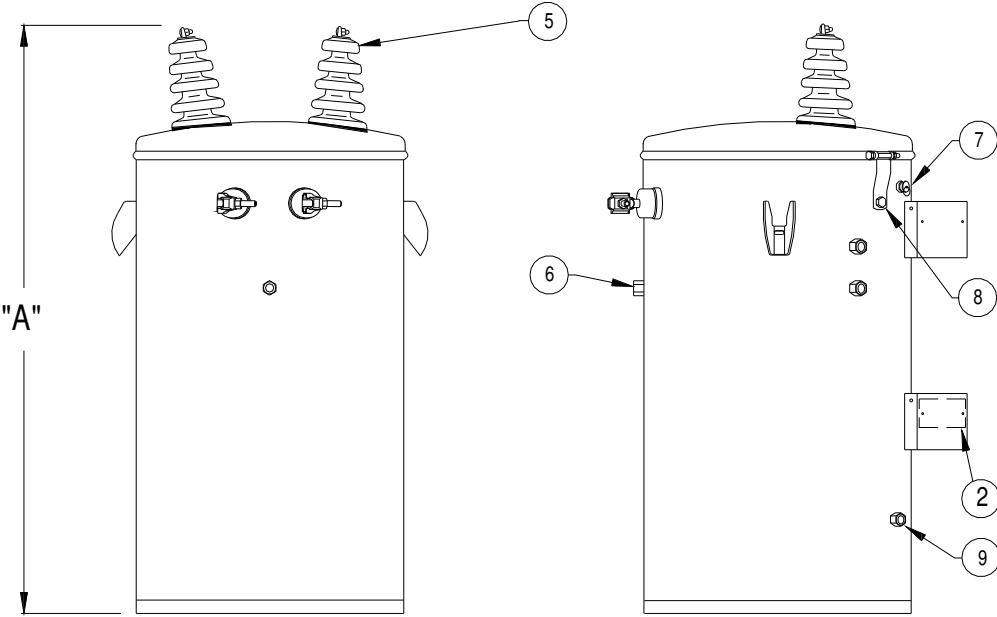
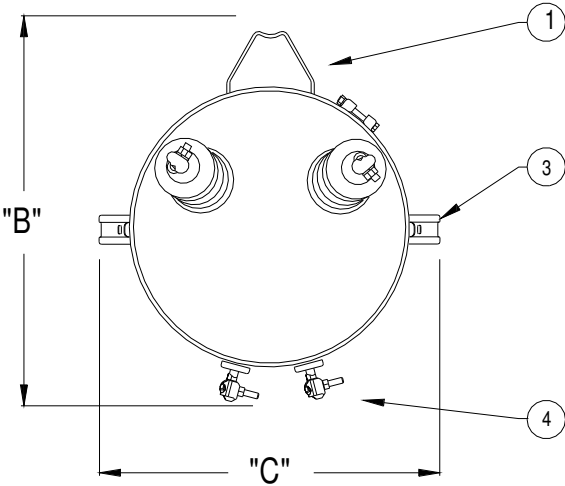
"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
19	167	50.9	35	32.4	50.5	1606



ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

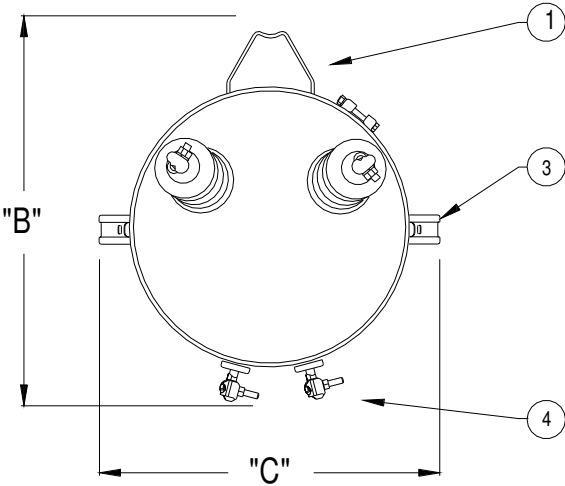
Page 222 of 218

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.

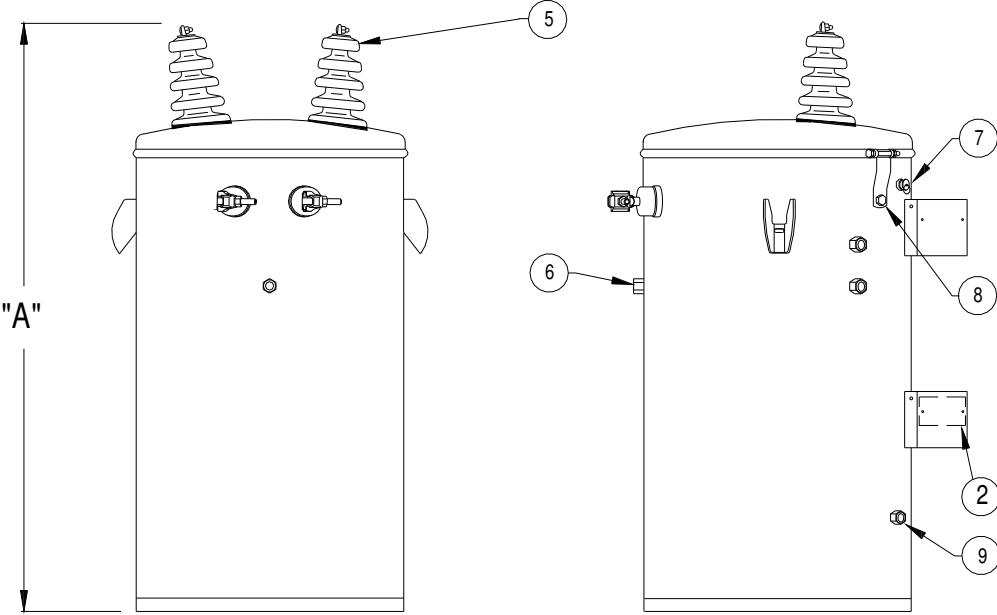
H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



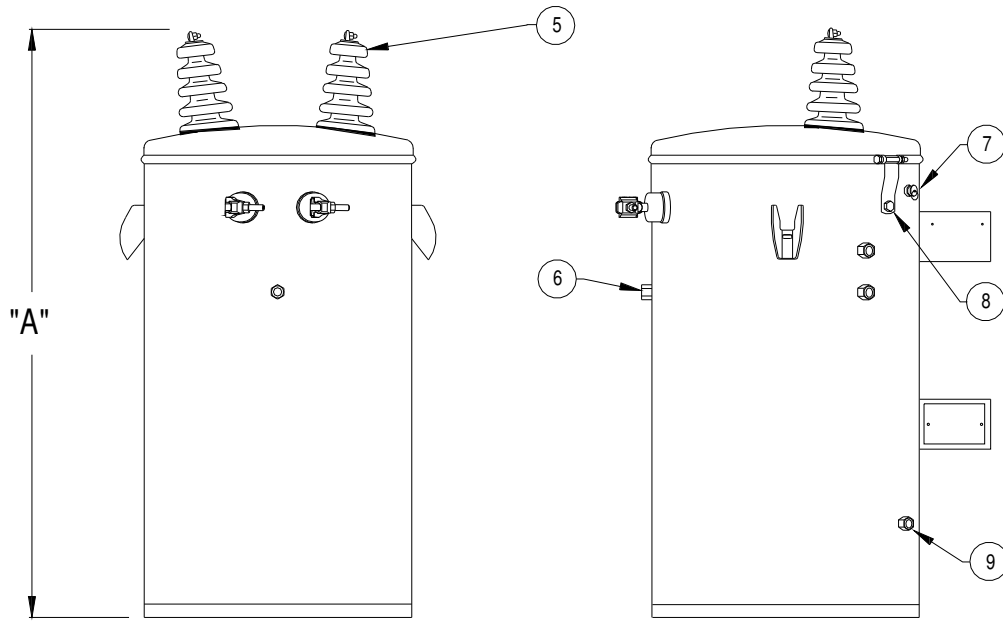
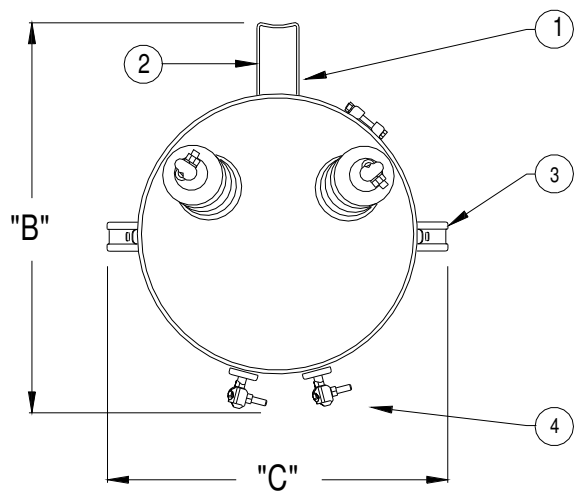
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
17	75	42.9	28	29.7	30.5	976
18	100	42.9	31	32.4	41	1208

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

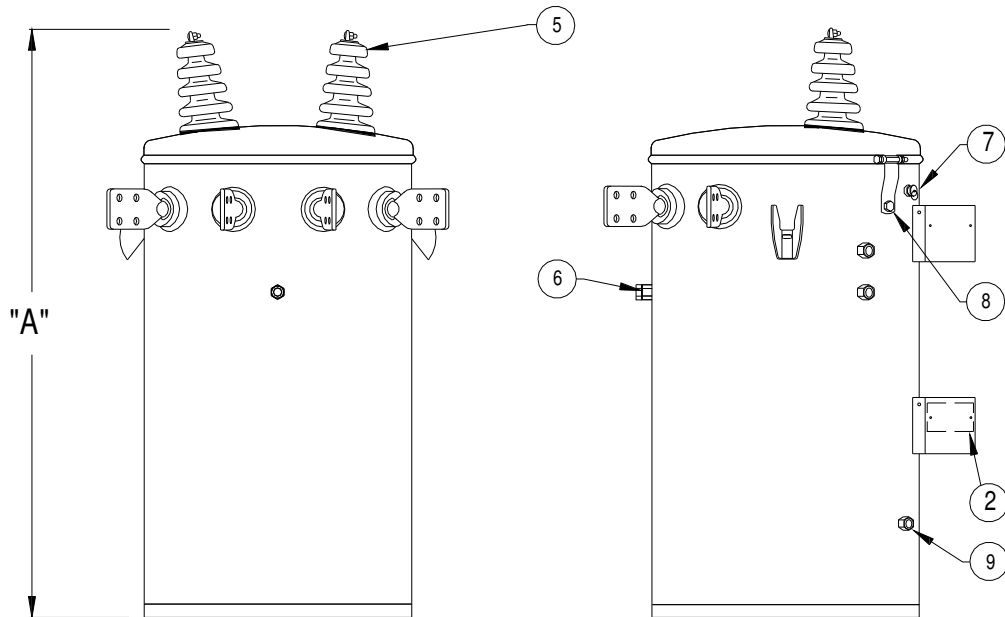
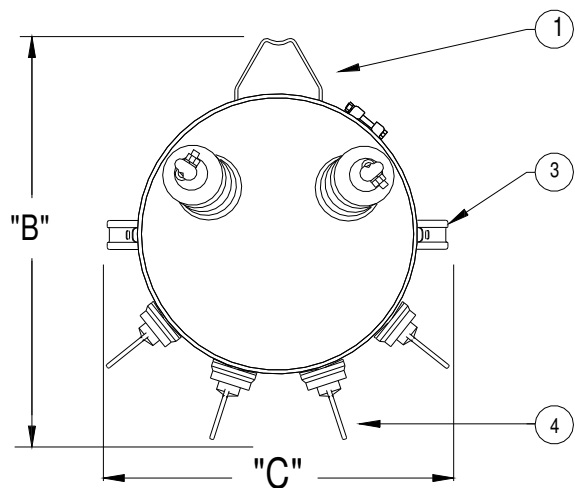
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
15	25	32.9	23.6	26	13	467
16	50	40.9	27.6	29.7	28.5	885

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
 L.V. : 240/480 3 OR 4 LVBU (QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
 TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
 Oil TYPE: ENVIROTEMP-FR3
 TK | CVR: MS | 3kV MS
 CVR BAND: 3kV MS

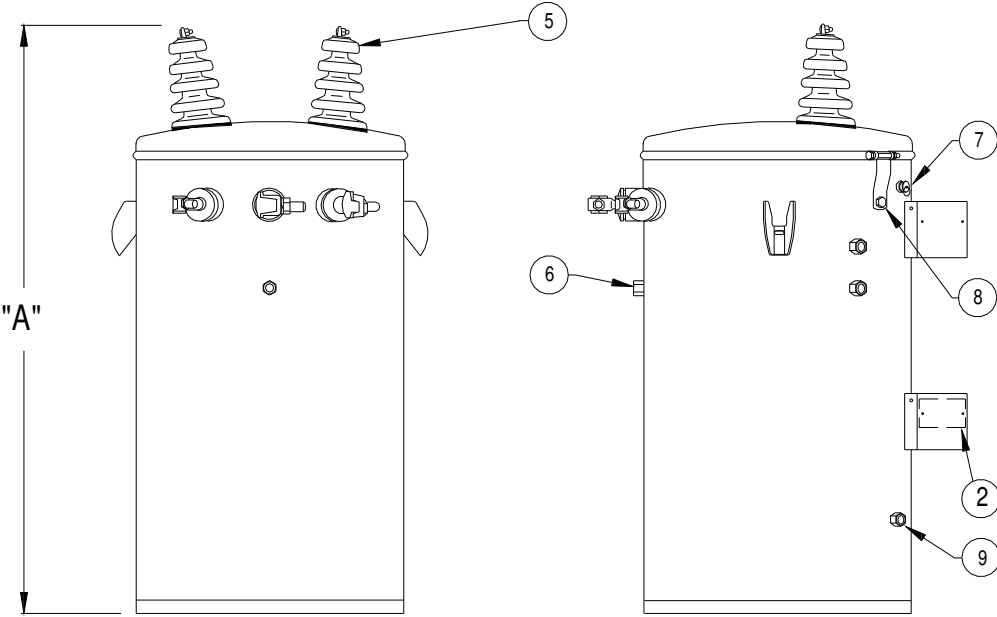
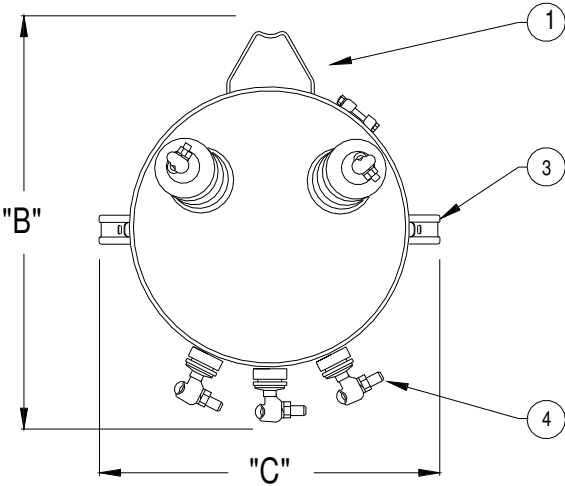
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
13	167	50.9	34.9	32.4	51	1603

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

** UNCONTROLLED **

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 240/480 3 OR 4 LVBU (QTY PER ANSI) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

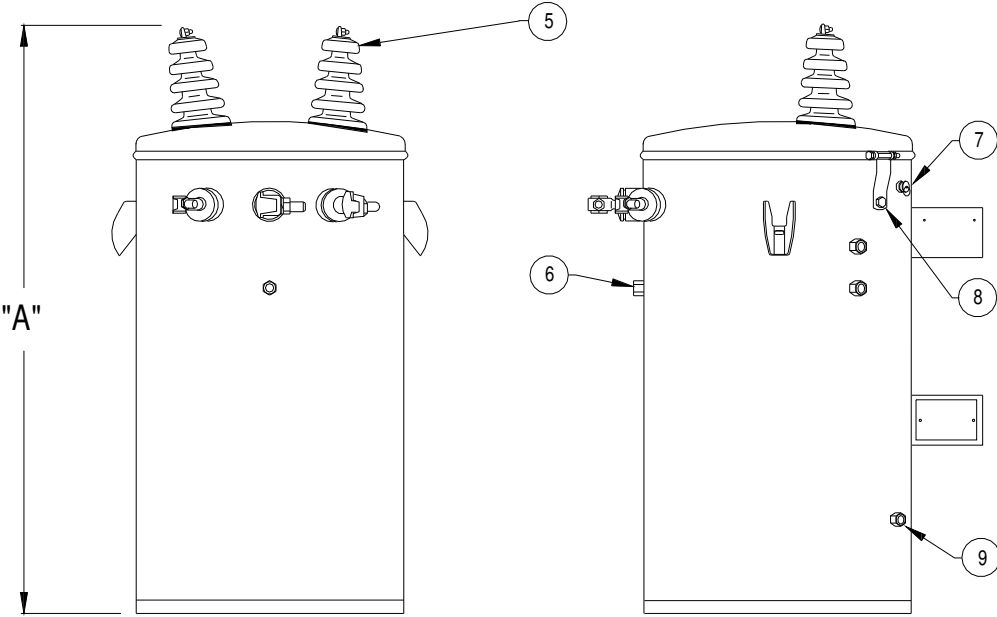
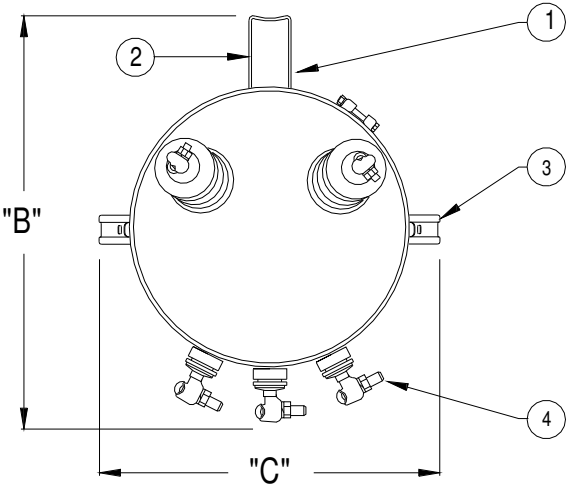
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
12	75	42.9	28	29.7	32	937

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

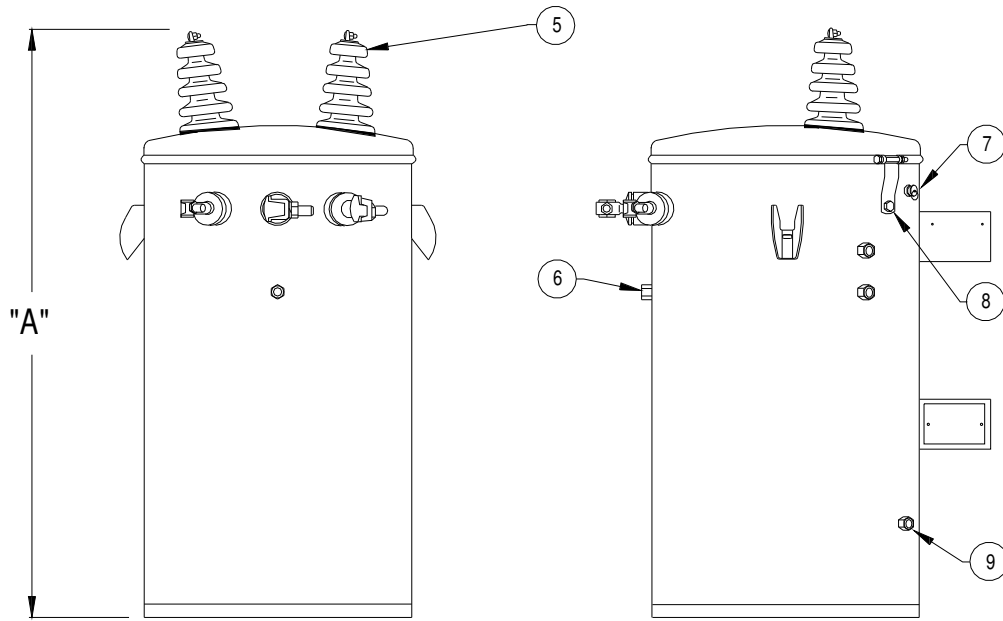
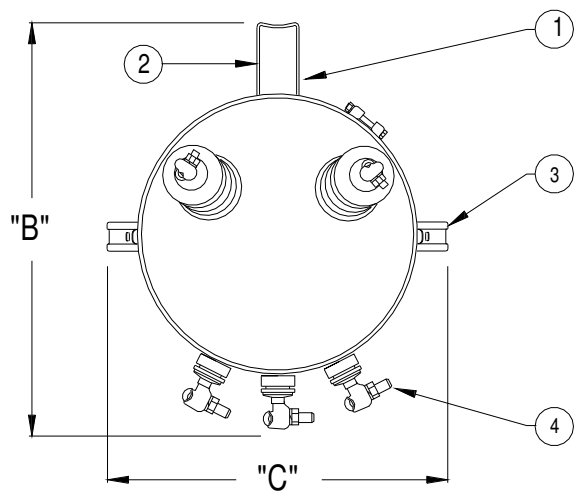
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
11	50	34.9	25.4	27.7	18.5	593

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

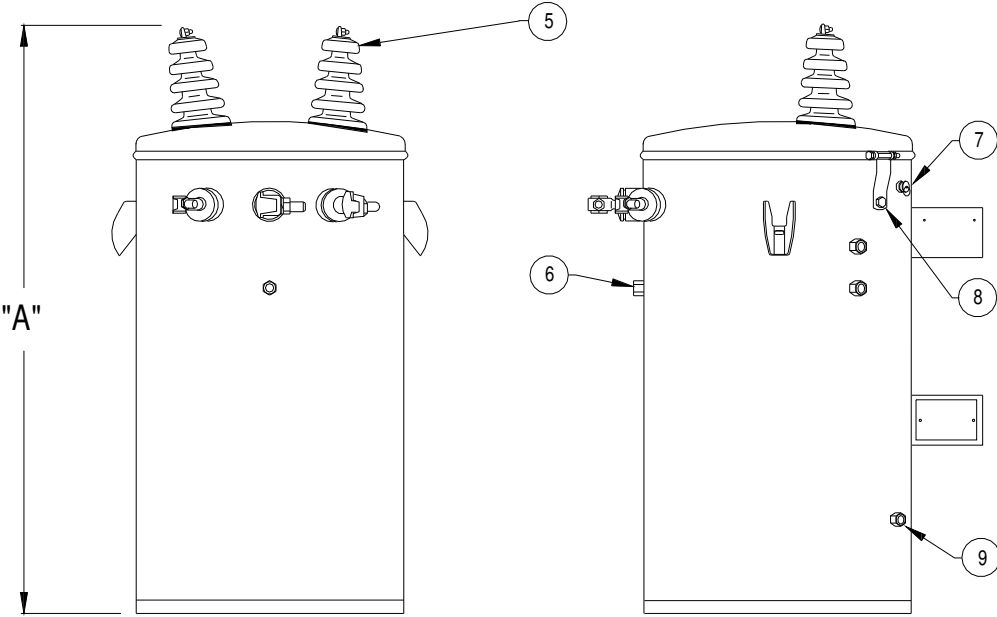
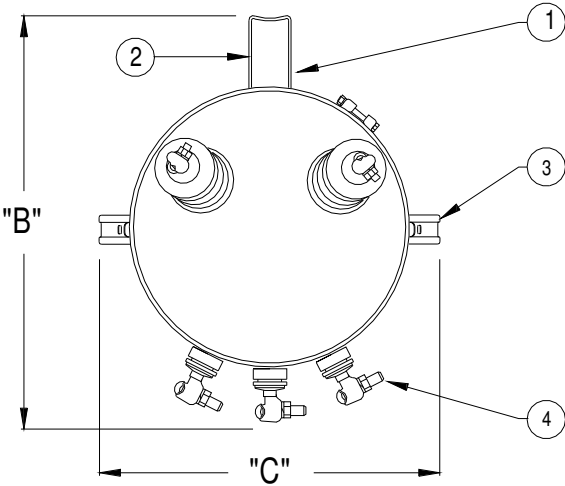
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
10	25	32.9	23.6	26	13	476



CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

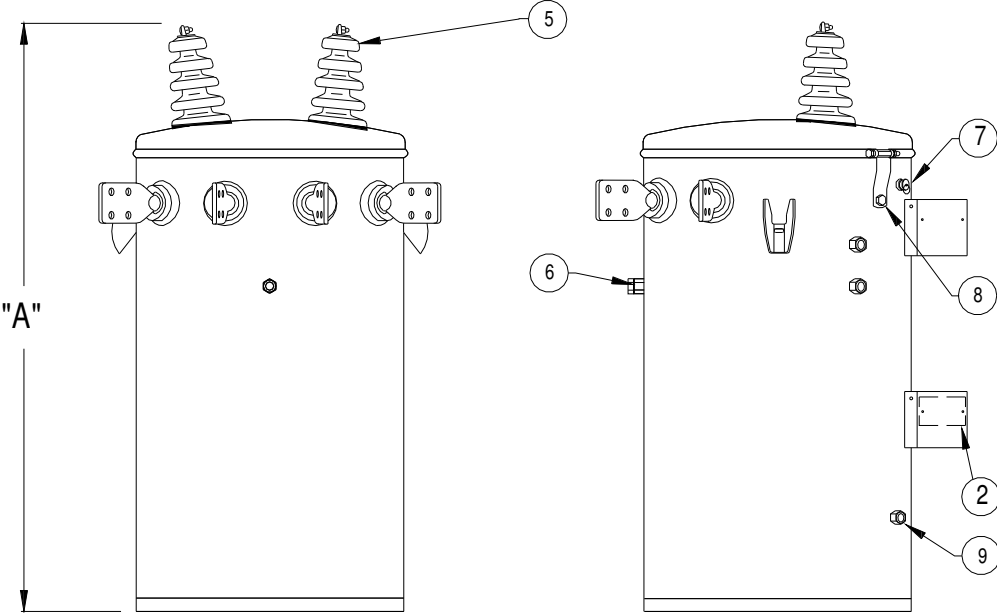
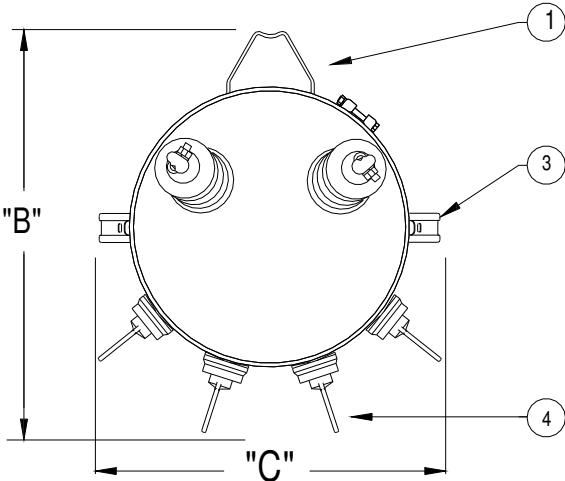
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
10	25	32.9	23.6	26	13	476

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 120/240 3 OR 4 LVBU (QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
RADIATORS: 1 SET OF 3 PANEL RADIATORS
Oil TYPE: ENVIROTEMP-FR3
TK |CVR: MS | 3kV MS
CVR BAND: 3kV MS

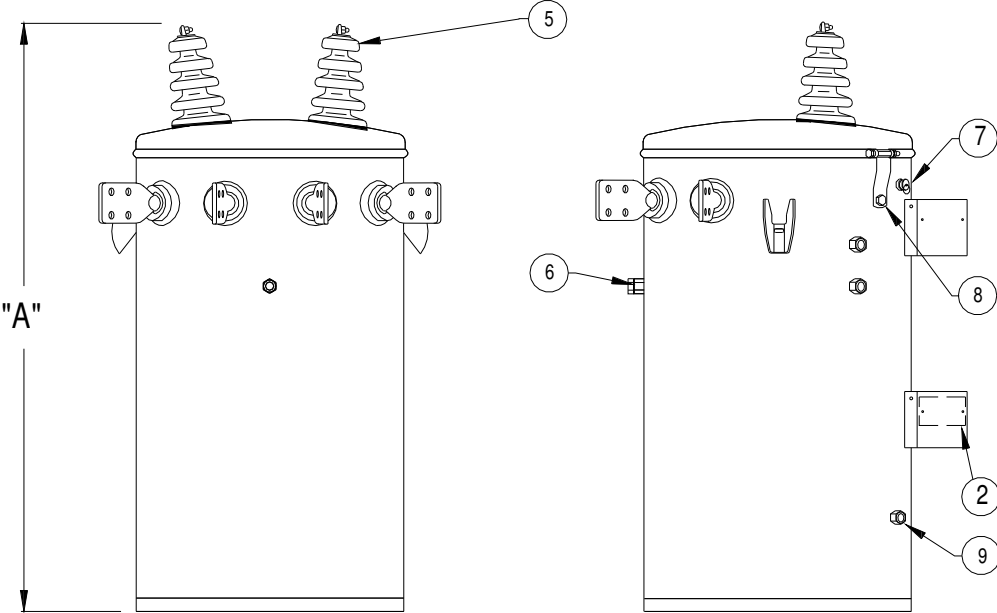
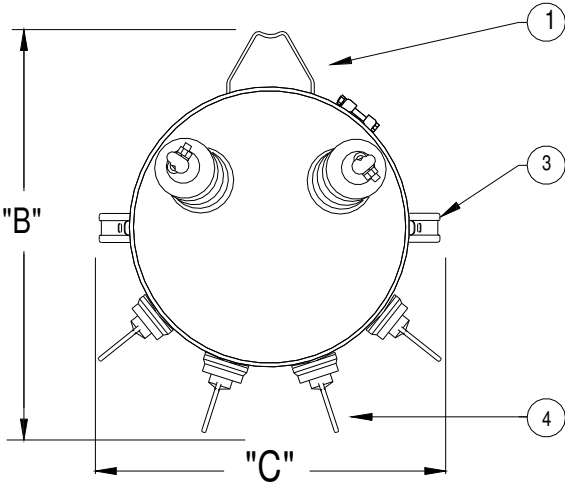
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
8	250	54.9	35.9	37	59.5	2026

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 120/240 3 OR 4 LVBU (QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC, CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
7	167	50.9	35	32.4	49	1687

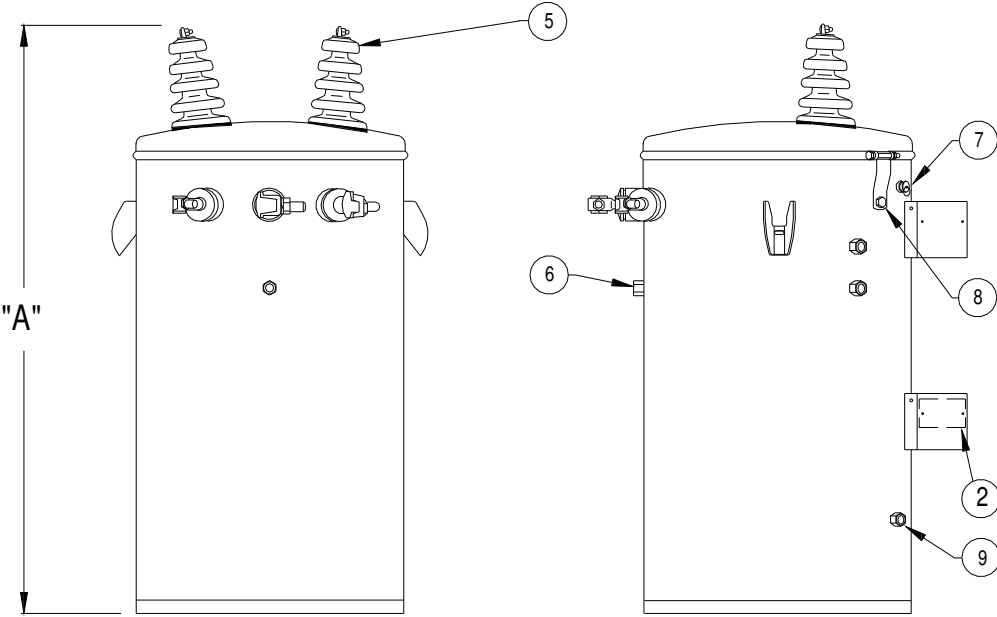
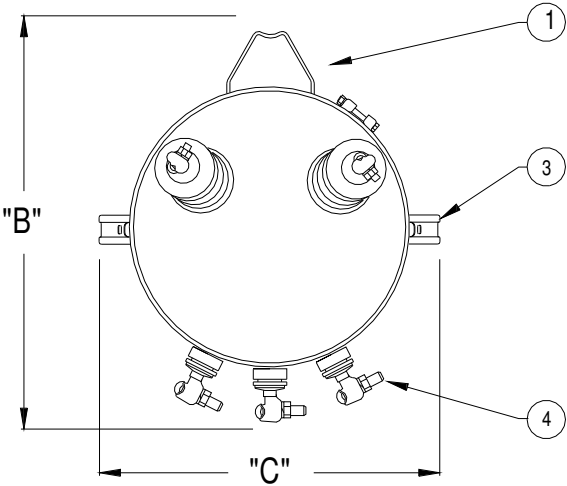


ERMCO

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

** UNCONTROLLED **

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 120/240 3 OR 4 LVBU (QTY PER ANSI) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

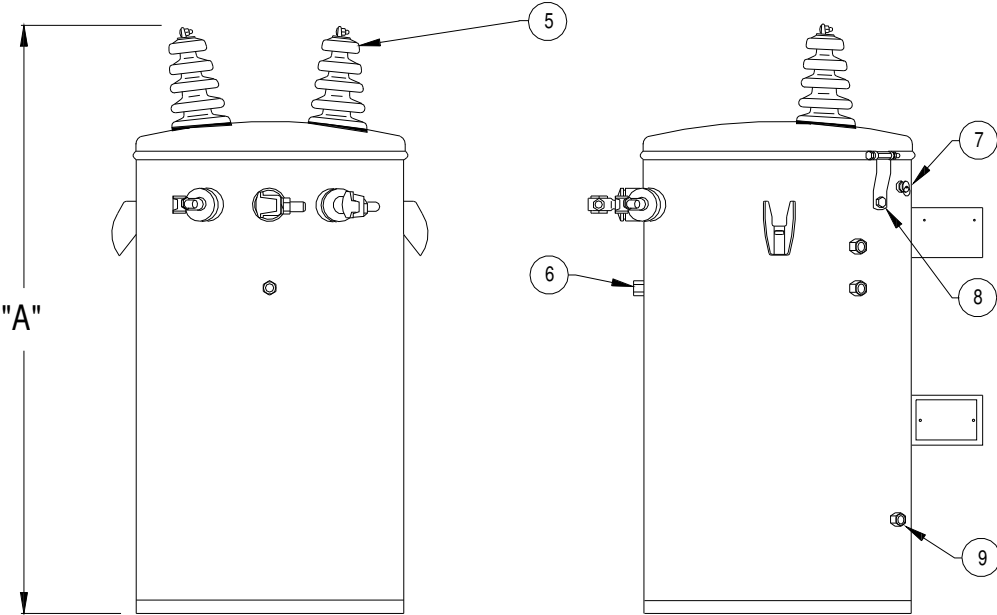
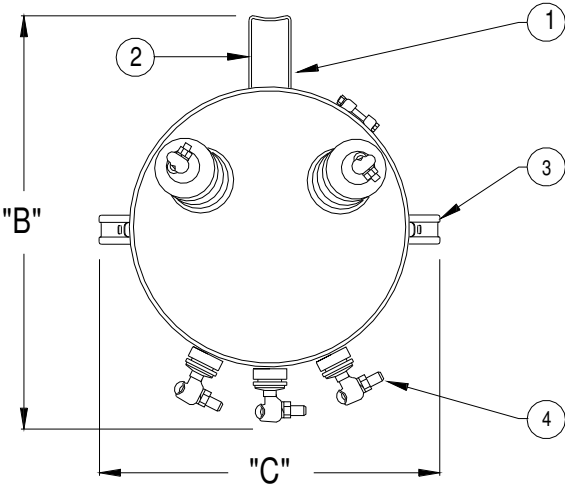
ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
5	75	42.9	29.3	29.7	30	983
6	100	42.9	32.3	32.4	39.5	1276

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960	

**** UNCONTROLLED ****

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV
L.V. : 120/240 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD (18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
4	50	34.9	25.4	27.7	16	641

 **ERMCO**

CUSTOMER: CITY OF OCALA - GRESCO				RFQ/SPEC #:	
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 563960		

**** UNCONTROLLED ****



SECOND AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES (Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GRESKO SUPPLY, INC.**, a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN# 58-2246694) ("Vendor").

WHEREAS, on June 17, 2020, City and Vendor entered into an Agreement for Transformer Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract Number: ELE/190961, for a term of three (3) years, from March 3, 2020 to March 2, 2023; and

WHEREAS, on March 14, 2023, City and Vendor entered into a First Amendment to Agreement for Transformer Supply and Delivery Services (the "First Amendment") to extend the contract term for an additional year, from March 3, 2023 to March 2, 2024; and

WHEREAS, City and Vendor now desire to extend the Original Agreement for the final available one (1) year term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning **MARCH 3, 2024** and terminating **MARCH 2, 2025** (the "Renewal Term").
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO MILLION, NINE HUNDRED FIFTY THOUSAND, THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$2,950,328)** over the Renewal Term as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Renewal Term.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Gresco Supply, Inc.
 Attn: Anthony Mells
 6421 County Road 219
 Wildwood, Florida 34785
 Phone: 352-748-9550
 E-mail: anthony.mells@gresco.com

**CONTRACT# ELE/190961**

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: wsexton@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on
 3/15/2024

ATTEST:

DocuSigned by:

Angel B. Jacobs

8DB35740B8E54A5

Angel B. Jacobs

City Clerk

CITY OF OCALA

DocuSigned by:

Barry Mansfield

B59F45A1C1B44F7

Barry Mansfield

City Council President

Approved as to form and legality:

DocuSigned by:

William E. Sexton

E4100FC4586E42C

William E. Sexton, Esq.

City Attorney

GRESKO SUPPLY, INC.

DocuSigned by:

Melissa S. Williams

43C39135E0D24EF...

By: Melissa S. Williams
 (Printed Name)

Title: CFO
 (Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 64087CC0E1BE46248A875066C4D838B4

Status: Completed

Subject: SIGNATURE - Renewal of Transformer Supply and Delivery (ELE/190961)

Source Envelope:

Document Pages: 2

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

2/7/2024 12:55:14 PM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

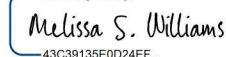
Melissa S. Williams

melissa.williams@gresco.com

CFO

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

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 3/7/2024 4:16:39 PM

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William E. Sexton

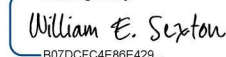
wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
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DocuSigned by:



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Signature Adoption: Pre-selected Style

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Viewed: 3/15/2024 3:53:04 PM

Signed: 3/15/2024 3:54:09 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barry Mansfield

bmansfield@ocalafl.org

Council President Pro Tem

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Signed: 3/19/2024 9:02:08 AM

Electronic Record and Signature Disclosure:

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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
Stephen Moss stephen.moss@gresco.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/20/2024 9:37:13 AM ID: bec86b2c-cbdc-4806-8678-ed0298cd95b1		Sent: 3/19/2024 9:02:09 AM
	COPIED	
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2024 12:58:28 PM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Certified Delivered	Security Checked	3/19/2024 9:01:53 AM
Signing Complete	Security Checked	3/19/2024 9:02:08 AM
Completed	Security Checked	3/19/2024 9:02:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

**AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND GRESCO SUPPLY, INC.**

THIS AMENDMENT is entered into by and between the **CITY OF MOUNT DORA**, a municipal corporation of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **GRESCO SUPPLY, INC.**, a for-profit corporation organized under the laws of the State of Georgia and authorized to do business in the State of Florida, whose address is 6421 County Road 219, Wildwood, Florida 34785 (the “CONTRACTOR”).

WHEREAS, on June 7, 2020, the CITY adopted Resolution 2020-99, which authorized the Piggyback Agreement between the CITY and the CONTRACTOR (the “Agreement”) based on an Underlying Agreement for Transformer Supply and Delivery Services between the CONTRACTOR and the City of Ocala, Florida, dated July 17, 2020, which was competitively solicited by the City of Ocala through 1TB No. ELE/190961; and

WHEREAS, the City of Ocala, Florida and CONTRACTOR entered into a Second Amendment of the underlying contract on or about March 15, 2024, extending the term thereof; and

WHEREAS, the parties have determined that it is in their mutual best interest to extend the term of the Agreement through July 20, 2025.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, which the parties acknowledge is valuable consideration, the CITY and the CONTRACTOR agree as follows:

1. Section 1, *Term*, is hereby amended to extend the Term retroactively from the date of the original Agreement’s expiration through and including July 20, 2025.
2. All other terms and conditions of the original Agreement, or any modification thereof, shall remain in full force and effect, and to the extent of any conflict between this Amended Agreement and the original Agreement, or any modification thereof, this Amended Agreement shall prevail.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Second Amended Agreement effective this _____ day of _____, 2024.

CITY OF MOUNT DORA

CRISSY STILE, Mayor

ATTEST:

JEANANN HAND, City Clerk

Approved as to form and legal sufficiency:

PATRICK BRACKINS, City Attorney

CONTRACTOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this **AMENDMENT** and thereby bind the **CONTRACTOR**, and who is personally known to me ____ or who produced _____ as identification, and who did ____ did not ____ take an oath this _____ day of _____ 2024.

NOTARY PUBLIC, State of Florida

(stamp)

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and GRESCO SUPPLY, INC., a for profit corporation duly organized in the State of Georgia and authorized to do business in the State of Florida (EIN: 58-2246694) 6421 County Road 219, Wildwood, Florida 34785, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize the Agreement for Transformer Supply and Delivery Services between the City of Ocala, Florida and the CONTRACTOR, effective March 3, 2020, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the City of Ocala under ITB ELE #190961; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the products and services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be from the date of execution by the CITY and extend through and include March 2, 2023, with the ability to renew for two (2) additional one (1) year periods as determined to be in the best interest of the CITY in its sole discretion.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in **Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street
Mount Dora, Florida 32757
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Gresco Supply, Inc.
Attn: Anthony Mells
6421 County Road 219
Wildwood, Florida 34785
Anthony.Mells@gresco.com

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CITY'S CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY for the scope of this Agreement.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
 3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this _____ day of _____, 2020.

CITY OF MOUNT DORA

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

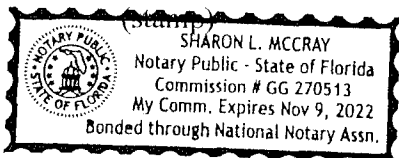
Sherry G. Sutphen
City Attorney

GRESKO SUPPLY, INC.

Todd K. McLellan
Print: Todd K. McLellan
Title: SVP

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of [] physical presence
or [x] online notarization of Todd K. McLellan, as Senior Vice President,
of Gresko Supply, Inc., who personally swore or affirmed that he/she is authorized to execute
this Agreement and thereby bind Gresko Supply, Inc., and who is personally known to me or
who produced _____ as identification, and who did/did
not take an oath this 29th day of June, 2020.



Sharon L. McCray
NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between
City of Ocala and
Gresco Supply, Inc.

AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GRESKO SUPPLY, INC.**, a for profit corporation duly organized in the State of Georgia and authorized to do business in the State of Florida (EIN: 58-2246694) ("Vendor").

R E C I T A L S :

WHEREAS, on January 10, 2020, City issued an Invitation to Bid ("ITB") for the supply and delivery of high-use single and three-phase pad and pole mount transformers filled with Ester Oil to the City on an as-needed basis, ITB No.: ELE/190961 (the "Solicitation"); and

WHEREAS, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the highest ranked bid as scored by City; and

WHEREAS, Vendor was chosen as the intended awardee to supply and deliver high-use single and three-phase pad and pole mount transformers filled with Ester Oil to the City on an as-needed basis to the City (the "Project"); and

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement (if any). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-2)
- Exhibit B: Unit Pricing (B-1 through B-2)
- Exhibit C: Transformer Reserve Stocking Quantities (C-1)
- Exhibit D: Figure for Three Phase Pad Mount (D-1 through D-2)
- Exhibit E: General Specifications for Single Phase Pad Mount Transformers (E-1 through E-2)
- Exhibit F: General Specifications for Single Phase Pole Mount Transformers (F-1)
- Exhibit G: General Specifications for Three Phase Pad Mount Transformers (G-1 through G-2)
- Exhibit H: ERMCO Specifications (E-1 through E-23)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F, then (7) Exhibit G, then (8) Exhibit H.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **MARCH 3, 2020** and continue in effect through and including **MARCH 2, 2023**. This agreement may be renewed for two (2) additional one-year (1-year) periods by written consent between City and Vendor. Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** based on the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Distribution Transformers, Except Parts (PPI Index Number: PCU3353113353111).
5. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **TWO MILLION, FOUR HUNDRED SIXTY-TWO THOUSAND, SIX HUNDRED SEVENTY-ONE AND 01/100 DOLLARS (\$2,462,671.01)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement

term in accordance with the Contract Documents and unit pricing set forth in the attached **Exhibit B – Unit Pricing**.

- A. **Reserve Quantity:** Vendor shall store reserve transformers – approximately two hundred fifty (25) pole mount and seventy (70) pad mount transformers in varying single-phase and three-phase sizes – at Vendor's facility. Vendor's facility must be located within a one hundred (100) mile travel distance from City's warehouse facility located at 1805 NE 30th Avenue, Building 700, Ocala, FL 34470. City shall conduct a monthly and quarterly evaluation of Vendor's inventory of transformers.
- B. **Quarterly Pricing and Stocking Reviews:** Vendor's pricing shall remain firm for the term of the Agreement and any subsequent renewal periods. Vendor shall provide quarterly (January 1, April 1, July 1 and October 1) pricing reports and other documentation necessary to validate any pricing increases. Vendor and City shall have quarterly reviews to evaluate escalating and de-escalating prices and stocking. City shall have final approval of any suggested pricing increases. Upon the written consent of City, any and all price adjustments shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%) PER QUARTER** based on the Producer Price Index by Industry: Electric Power and Specialty Transformer Manufacturing: Power and Distribution Transformers, Except Parts (PPI Index Number: PCU3353113353111).
- C. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Attn:** Mary Ann St. Laurent, **Address:** 1802 NE 30th Avenue, Ocala, FL 34470, **E-Mail:** mstlaurent@ocalafl.org.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

- F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason,

shall be subject to future bidding suspension for a period of ONE (1) year and bid debarment for a period of up to THREE (3) years for serious contract failures.

11. VENDOR REPRESENTATIONS. Vendor expressly represents that:

- A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
- E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. VENDOR RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.
16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Coverage for contractual liability is also required.
- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.

- C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to

the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 29. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 30. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require

all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if

by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Gresco Supply, Inc. Attention: Anthony Mells 6421 County Road 219 Wildwood, Florida 34785 Phone: 352-748-9550 E-mail: Anthony.mells@gresco.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36 th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 E-mail: pgilligan@ocalalaw.com

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor

of, or against, either party because of that party having been more involved in the drafting of the Agreement.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of
06 / 17 / 2020 _____, 2020

ATTEST:

CITY OF OCALA



Angel B. Jacobs
City Clerk



Jay A. Musleh
City Council President

Approved as to form and legality:

GRESKO SUPPLY, INC.



Robert W. Batsel, Jr.
Assistant City Attorney



By: Todd K. McLellan
(Printed Name)

Title: Todd K. McLellan
(Vice President or higher)

Ocala Electric Utility ("OEU") provides electric service to customers within the City of Ocala and portions of Marion County, Florida. OEU is a public electric utility with over 42,600 residential customers, 8,300 commercial customers and 1,048 large industrial customers in a 160-square mile service area.

Vendor services shall include the procurement, stocking, and immediate delivery of ester oil-filled, high use, single-phase and three-phase pad and pole mount transformers for OEU on an as needed basis to assure that City has an adequate number of transformers in reserve at all times throughout the term of the Agreement. All Vendor services shall be expected to meet the needs of the City at all times, to include the immediate delivery of materials during the occurrence of catastrophic events (i.e., storms, hurricanes, tornadoes, etc.).

Vendor's services shall be completed as indicated in the Agreement and Contract Documents. All transformers provided under the Agreement must conform to all codes and standards applicable to this type of work including, but not limited to, the latest American National Standards Institute (ANSI) and National Electrical Manufacturers Association (NEMA) Standards.

City will guarantee the purchase of any and all transformers held under contract at the end of the bid's life.

A. Vendor Requirements

1. Vendor shall provide a flatbed truck for the delivery of transformers to City's warehouse facility or other required jobsite.
2. Vendor shall be responsible for offloading of transformers as needed or requested by the City Project Manager, or other designated representative.

B. Inventory

1. City's transformer reserve stocking quantities have been comprehensively developed to best of City's ability and are attached hereto as Exhibit C – Transformer Stocking Quantities.
2. City's reserve quantity is equal to normal stock plus an additional forty percent (40%).

3. On average, city's reserve quantities will consist of:
 - a. two hundred fifty (250) pole-mount transformers in varying single and three phase sizes; and
 - b. seventy (70) pad-mount transformers in varying single and three phase sizes;
4. City shall evaluate its transformer inventory monthly.
5. City and Vendor shall have quarterly reviews (every three months) to review escalating and de-escalating prices and stocking.
6. Materials and equipment furnished by Vendor shall be new.

Vendor Location

Vendor's place of business must be located within a one hundred (100) mile radius of the City's warehouse facility located at 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470.

Exhibit B - PRICE PROPOSAL Single and 3 Phase Transformers

Gresco Utility Supply

Item No.	Stock #	Transformer <u>Ester Oil-filled ONLY</u>	UOM	Estimated Yearly Usage	BID PRICE
1	E04040003	3 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	10	\$637.89
2**	E04040015	15 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	200	\$717.28
3**	E04040025	25 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	200	\$853.40
4**	E04040050	50 KVA 7200 120/240 SINGLE PHASE POLEMOUNT**	EA	75	\$1,229.47
5	E04040075	75 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	5	\$1,695.79
6	E04040100	100 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	5	\$2,675.79
7	E04040167	167 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	1	\$3,514.74
8	E04040250	250 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	1	\$5,976.84
9	E04040500	500 KVA 7200 120/240 SINGLE PHASE POLEMOUNT	EA	1	not priced
10	E04050025	25 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$868.42
11	E04050050	50 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,300.00
12	E04050075	75 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,666.32
13	E04050167	167 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	\$3,637.89
14	E04050500	500 KVA 7200 240/480 SINGLE PHASE POLEMOUNT	EA	1	not priced
15	E04060025	25 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$875.79
16	E04060050	50 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,256.84
17	E04060075	75 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$1,607.37
18	E04060100	100 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$2,397.89
19	E04060167	167 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$3,329.47
20	E04060250	250 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$4,722.11
21	E04060333	333 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	\$6,727.37
22	E04060500	500 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	not priced
23	E04060667	667 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	not priced
24	E04060833	833 KVA 7200 277/480 SINGLE PHASE POLEMOUNT	EA	1	not priced

Item No.	Stock #	Transformer <u>Ester Oil-filled ONLY</u>	UOM	Estimated Yearly Usage	BID PRICE
25	E05040045	45 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	3	\$5,994.79
26	E05040075	75 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	3	\$6,320.83
27	E05040150	150 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	4	\$8,164.58
28	E05040225	225 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$9,186.46
29	E05040300	300 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$9,975.00
30	E05040500	500 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$13,211.46
31	E05040750	750 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$20,138.54
32	E05041000	1000 KVA 7200 120/208 THREE PHASE PADMOUNT	EA	1	\$21,847.92
33**	E05050025	25 KVA 7200 240/120 SINGLE PHASE PADMOUNT**	EA	30	\$1,644.21
34**	E05050050	50 KVA 7200 240/120 SINGLE PHASE PADMOUNT**	EA	30	\$2,249.47
35	E05050075	75 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	5	\$2,723.16
36	E05050100	100 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	5	\$3,090.53
37	E05050167	167 KVA 7200 240/120 SINGLE PHASE PADMOUNT	EA	1	\$4,693.68
38	E05050300	300 KVA 7200 240/120 THREE PHASE PADMOUNT	EA	1	\$11,538.54
39	E05050500	500 KVA 7200 240/120 THREE PHASE PADMOUNT	EA	1	\$12,907.29
40	E05070075	75 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$6,318.75
41	E05070150	150 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$7,680.21
42	E05070500	500 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$12,801.04
43	E05070750	750 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$20,238.54
44	E05071500	1500 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	2	\$25,834.38
45	E05072000	2000 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$29,700.00
46	E05072500	2500 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$35,192.71
47	E05070225	225 KVA 7200 480Y/277 THREE PHASE PADMOUNT	EA	1	\$9,038.54
48	E05070300	300 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$10,881.25
49	E05071000	1000 KVA 7200 480/277 THREE PHASE PADMOUNT	EA	1	\$20,996.88

****Items ALWAYS REQUIRED in City's stocking arrangements**

ALL ITEMS MUST BE PRICED AND AVAILABLE FOR STOCKING IF REQUIRED.

**EXHIBIT C -
TRANSFORMER RESERVE STOCKING QUANTITIES**

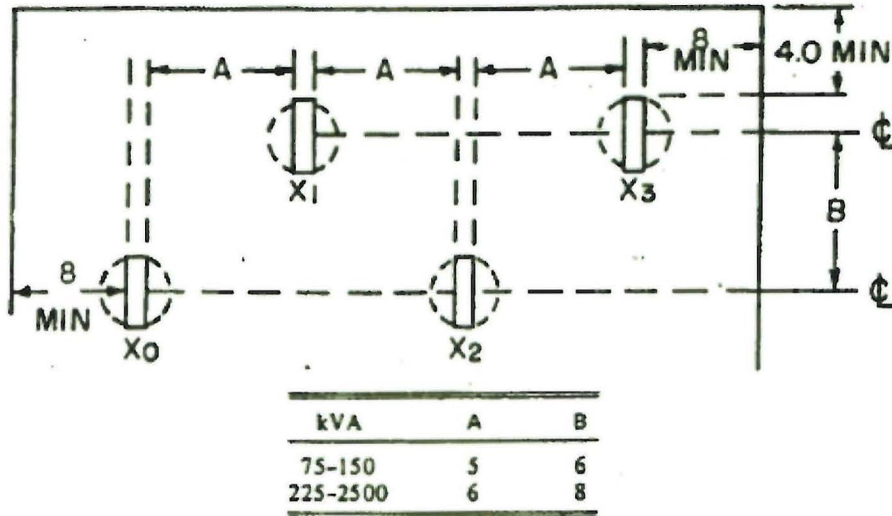
Line Item #	Item Code	Description	Normal Stock Qty	40% of Normal Qty	Minimum Reserve Qty to Stock
2	**04040015	TRAN CON 7200 120/240 15KVA PL MT	70	28	98
3	**04040025	TRAN CON 7200 120/240 25KVA PL MT	70	28	98
4	**04040050	TRAN CON 7200 120/240 50KVA PL MT	35	15	50
33	**05050025	TRAN 7200 240/120 25KVA PD MT 1PH	20	10	30
34	**05050050	TRAN 7200 240/120 50KVA PD MT 1PH	20	10	30

Items always required in City's stocking arrangement – all items must be priced and available for stocking if required

Plus possible 3 - 3 phase Pad Mounts sizes undetermined at this time

Figure 1

1. Low-Voltage Terminal Arrangements are as per drawing below.



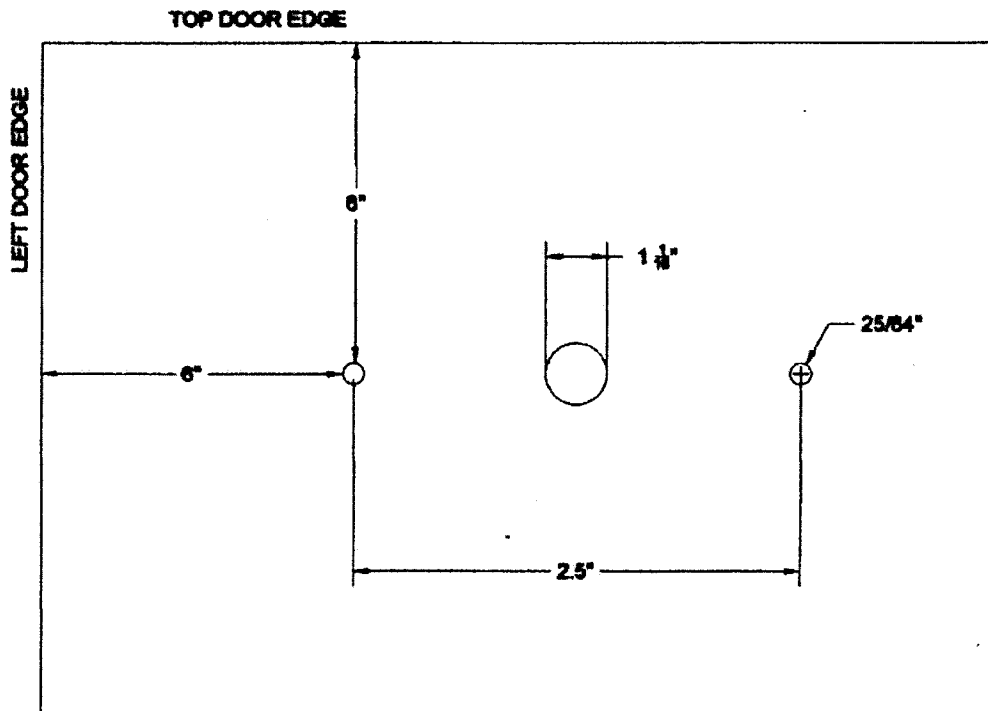
All dimensions in inches
Staggered Low-Voltage Terminal Arrangement

Figure 1

2. Secondary bushing heights to be as per ANSI specifications.
3. All units are to include a Liquid Level and Temperature Gauge.
4. Low voltage spade terminals shall be on all units per chart below:

KVA	208y/120	480y/277
75	4 hole	N/A
150	6 hole	N/A
225	6 hole	6 hole
300	10 hole	10 hole
500	10 hole	10 hole
750	10 hole	10 hole
1000	10 hole	10 hole
1500	10 hole	10 hole
2000	N/A	10 hole
2500	N/A	10 hole

5. All transformer access hole shall be a minimum of 16" x 24" and sealed from weather using conventional methods.
6. Fault Indicator Mounting Template as per drawing below:



Fault Indicator Mounting Template

1. Mounting shall be on upper left of primary door.
2. Tamper proof cover plate shall be factory supplied and installed using stainless steel bolts and painted to match transformer.

GENERAL SPECIFICATIONS FOR SINGLE PHASE PAD MOUNT TRANSFORMERS
7200/12470Y

Electrical Specifications:

High voltage shall be 12,470/7,200Y, low voltage 120/240, 60 Hertz; Class OA, with ester oil; 65 deg. C. rise. Transformers shall be of loop feed design with no switching. High voltage bushings shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with one storage bushing bracket adjacent to high voltage bushings. Transformers shall be equipped with R.T.E. bayonet type oil immersed high voltage fuse with combination fault sensing and overload sensing fuse link or approved oil immersed equal high voltage fuse. Low voltage bushings shall be furnished with 5/8" threaded studs for transformers below 100 KVA and 1" threaded stud for sizes 100 KVA and larger. Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments. Included brass nuts for 5/8" and 1" threaded studs. Primary and secondary bushings shall be arranged to conform to ANSI standard C57.12.25-1990 Type 2. All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#. All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

Physical Specifications:

Transformers shall be of low profile design with pitched top to facilitate water run-off. High and low voltage compartments shall be completely sealed when door is closed with no exposed removable parts. A captive penta head bolt shall be provided for securing the door combined with a recessed integral locking provision to accommodate a standard padlock. The door shall be mounted with stainless steel hinge pins. The finish coat of paint shall be Munsell pad mount green 7GY3.29/11.5.

Information to be supplied with Bid:

One set of name plate prints and outline drawings showing location and description of equipment and dimensions of transformers including primary and secondary compartments shall be submitted for approval with the bid on each size and type. Bidders shall supply unit price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) on each bid item. The successful bidder shall submit the following manufacturer transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number.

The following formula will be used to evaluate the bids:

Residential & Commercial:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same.

**EXHIBIT E -
General Specifications
Single Phase Pad Mount Transformers CONTRACT #: ELE/190961**

Delivery Information:

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6705, reference must be made to the City of Ocala Purchase Order Number, quantity, and weight of transformers being shipped.

Manufacturers

ABB
Central Moloney
Cooper Power
Ermco
GE or GE Prolec
Howard Industries
Kuhlman
Pauwels

GENERAL SPECIFICATIONS FOR SINGLE PHASE POLE MOUNTED TRANSFORMERS
7200/12470Y

Electrical Specifications

Single voltage overhead conventional pole type; 7200/12470Y (secondary voltage to be specified), 60 Hertz; Class OA; 65 deg. C. rise; no taps unless otherwise specified, complete with ester oil; two primary cover bushings; Low-voltage tank-wall bushings with tin-plated clamp type eyelet terminals to accommodate copper and aluminum conductor or secondary connectors with a minimum 5/8" stud. Transformer tank to be equipped with automatic pressure relief valve with external release for manual operation with switch stick; transformers to conform to latest ANSI and NEMA Standards. All transformers to be equipped with two (2) hanger brackets on same side of transformer. Each transformer shall have an arrester mounted to the transformer tank by means of an "L" type bracket OEU Stock # E02-05-0050. (This kit contains a flat copper ground strap, a 16" piece of #4 insulated stranded copper conductor with 3/8" terminal lugs at both ends, 2 mounting bolts, and 2 washers). The arrester shall comply with OEU AURSI catalog number E02-01-0009. All transformers shall be supplied with owner specified sequential identification numbers per Uticom Catalog number U358HS15-#.

All 167 KVA and larger transformers shall have 2 , 2 1/2 % taps above and two 2 1/2 % taps below rated voltage with an external operating handle.

All single phase pole mount 833 KVA transformers shall have two primary bushings wells compatible with 8.3 KV 200 amp primary loadbreak elbow terminators.

Bidders shall supply user price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) on each bid item. The successful bidder shall submit the following transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number. The following formula will be used to evaluate the bids:

Residential & Commercial:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load Loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplate shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C-57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same. Each transformer's secondary lead shall be permanently marked with the letter A, B, C, or D corresponding to the nameplate diagram, by stamping the metal ends.

Delivery Information

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6715, reference must be made to the City of Ocala Purchase order number, quantity, and weight of transformers being shipped.

GENERAL SPECIFICATIONS FOR THREE PHASE PAD MOUNT TRANSFORMERS
7200/12470Y

Electrical Specifications:

High voltage shall be 12,470/7,200V, low voltage shall be 120/208V wye or 277/480V wye, or 120/240V delta with center tap, 60 Hertz; Class OA, with ester oil; 65 deg. C. Rise. Transformers shall be of loop feed design with no switching. High voltage bushing shall be of dead front construction consisting of bushing wells and removable bushing well inserts to accept all standard 8.3/14.4 KV 200 Amp safe break elbow terminators, and equipped with three storage bushing bracket adjacent to high voltage bushings. The transformer shall be equipped with R.T.E. bayonet type sensing and overload sensing fuse links or approved oil immersed equal high voltage fuse. Low voltage bushings shall be furnished with spade type terminals with holes on NEMA standard spacing. Auto pressure relief device with pull ring for hook stick operation to be located within the locked compartments. All transformers shall be supplied with sequential identification numbers per Uticom catalog number # U358HS15-#. All transformers shall have an owner specified warning label affixed to the exterior side of the door per Uticom catalog number U6075W-OEU-08.

Physical Specifications:

Transformers shall be of profile design. High and low voltage compartments shall be completely sealed when doors are closed with no exposed removable parts and with a captive penta head bolt for securing both doors and a recessed pad lockable door handle. The high voltage compartment shall be on the left, separated from the low voltage compartment by the fixed steel barrier. It shall be impossible to open the door of the high voltage compartment without having first opened the door of the low voltage compartment. Transformers shall be designed with provisions for installation on a flat concrete pad. The base of both compartments shall be open to provide maximum accessibility for conduits and/or conductors. Color transformers to be Munsell pad mount green.

All transformers 500 KVA and larger shall have externally operated no-load high voltage tap changers. Taps to be two 2 1/2% above and two 2 1/2% below normal voltage.

All transformers with a rating of 150 KVA and above shall have an access hole located in the top of the oil filled compartment, centered laterally and 6 inches behind the bushing mounting surface. This access hole shall be 16 inches x 24 inches in area and sealed from weather using conventional methods. All transformers will have 1 inch gate valve and plug located in the bottom-right of the primary compartment. The valve shall be located 6 inches away from the walls of the transformer to allow easy operation by hand. Park bushing stands located in primary compartment will comply with ANSI Standards C57.12.26 figure 2. Secondary bushing on all transformers shall be at least 36 inches but will not exceed 48 inches from the bottom of the transformer. Spacing of the secondary bushings shall conform to Figure-1 of this specification. All drip plates located below the bayonet fuses shall inhibit the oil from making contact with the primary bushings. It shall also drain itself away from the primary bushing. THE LOW VOLTAGE BUSHINGS ON UNITS RATED 150 KVA AND LARGER SHALL BE SUPPORTED WITH AN INSULATING MATERIAL in a manner designed to counteract any downward forces resulting from the connection of multiple cables to the bushings.

Information to be supplied with Bid:

One set of nameplate prints and outline drawings showing location and description of equipment and dimensions of transformers including primary and secondary compartments shall be submitted for approval with the bid on each size and type. Bidders shall supply the unit price and data on average impedance and average watts loss (both No-Load Loss and Load Loss) for each bid item. The successful bidder shall submit the following manufacturer transformer data via e-mail in ASCII format; manufacturer's name, date of manufacture, KVA size, high and low voltage rating, serial number, actual No-Load Losses (NLL) and Load Losses (LL), percent impedance, and Ocala Electric Utility stock number.

The following formula will be used to evaluate the bids:

$$\text{Total Ownership Cost} = \text{Unit Price} + 7.019 (\text{No-Load Loss}) + 4.301 (\text{Load Loss})$$

Nameplate and PCB Information

Nameplates shall be made of stainless steel or anodized aluminum and permanently marked with essential operating data and shall meet ANSI Standard C57.12.00 latest version. Transformer oil shall contain natural ester oil, containing no PCB's, and the nameplate shall indicate same.

Delivery Information:

Delivery shall be on a flatbed truck/trailer, transformers to be arranged so they can be accessed from the side for unloading in the storage yard - UTILITY SERVICES WAREHOUSE shall be notified 24 hours prior to delivery by phone, (352) 351-6715, reference must be made to the City of Ocala Purchase Order Number, quantity, and weight of transformers being shipped.

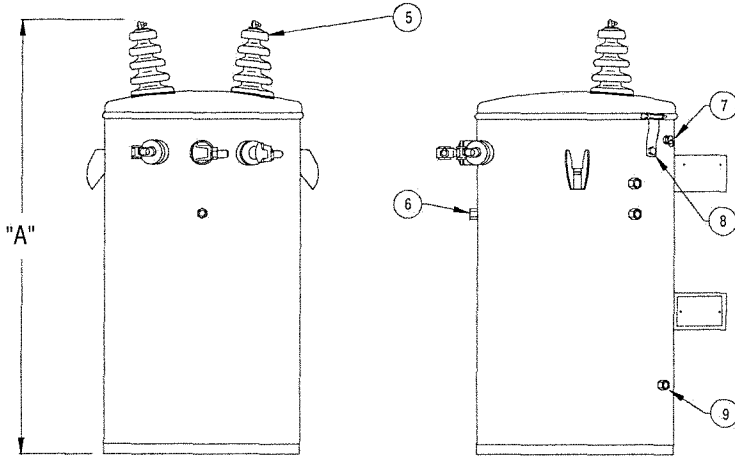
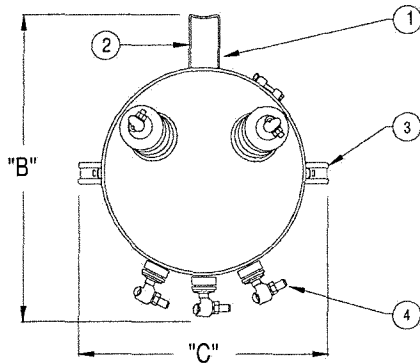
Manufacturers

ABB
Central Moloney
Cooper Power
Ermco
GE or GE Prolec
Howard Industries
Kuhlman
Pauwels

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 120/240 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
 EXTERNAL ARR. : HV: 10 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
 OIL TYPE: ENVIROTEMP-FR3
 TK | CVR: MS | 3kV MS
 CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
1	3	30.9	19.6	23.9	8	216
2	15	30.9	21.6	25.8	9	350
3	25	32.9	23.6	26	13	478

ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

**** UNCONTROLLED ****

H-1

Doc ID: 1d8a1a62642e7b195887c05eb30ea3f15872d7ba

EXHIBIT H - Figure for

ERMCO Transformers

CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
19	300	57	72.5	20	47.5	N/A	36.5	35.5	27	6	5	36	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
19	53	N/A	5250	218

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

ERMCO	
ISSD BY: CH	DATE: 01/28/20
Doc ID: 1d8a1a62642e7b195887805880e001f58728901E	
NTS	

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
6	500	57	72.5	24	51.5	58.5	36.5	35.5	27	6	5	36	8	6.33
7	750	63	72.5	24	55.5	62.5	36.5	35.5	27	6	5	46	8	6.33
8	1000	63	72.5	24	57.5	64.5	36.5	35.5	27	6	5	46	8	6.33
10	500	57	72.5	24	51.5	58.5	36.5	35.5	27	6	5	36	8	6.33
14	750	63	72.5	24	55.5	62.5	36.5	35.5	27	6	5	46	8	6.33
15	1500	63	72.5	24	59.5	66.5	36.5	35.5	27	6	5	46	8	6.33
17	2500	68	75.5	24	63.5	82.5	39.5	35.5	27	6	5	46	8	6.33
20	1000	63	72.5	24	57.5	64.5	36.5	35.5	27	6	5	46	8	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
6	57	N/A	6051	239
7	63	N/A	9428	312
8	63	N/A	10110	352
10	57	N/A	6011	238
14	68	N/A	9686	340
15	68	N/A	12181	372
17	73	N/A	15407	540
20	68	N/A	8298	378

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

ERMCO

ISSD BY: CH DATE: 01/28/20

H-4

Doc ID: 1d8a1a62642e7b195887706f888f5061f53728901E

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

CUSTOMER: CITY OF OCALA - GRESCO

RFQ/Spec:

ERMCO Quote#: 564629

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

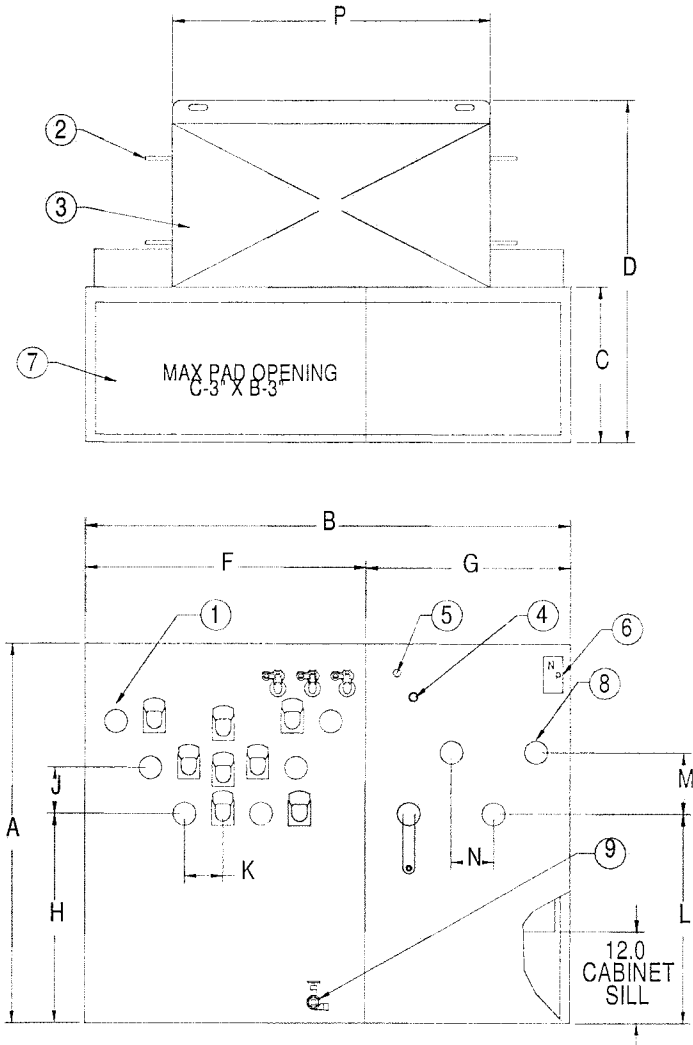
Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	45	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
2	75	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
3	150	57	69.5	20	45.5	N/A	36.5	32.5	27	6	5	36	6	5.33
4	225	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33
5	300	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33
9	300	57	72.5	20	47.5	N/A	36.5	35.5	27	6	5	36	8	6.33
11	75	57	69.5	20	41.5	N/A	36.5	32.5	27	6	5	36	6	5.33
12	150	57	69.5	20	43.5	N/A	36.5	32.5	27	6	5	36	6	5.33
13	500	57	72.5	20	49.5	N/A	36.5	35.5	27	6	5	36	8	6.33
18	225	57	72.5	20	45.5	N/A	36.5	35.5	27	6	5	36	8	6.33

STANDARD FEATURES

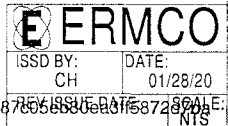
- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt(lbs)	Oil(gn)
1	49	N/A	3034	182
2	49	N/A	3195	178
3	49	N/A	4096	202
4	53	N/A	4575	214
5	53	N/A	4897	206
9	57	N/A	5636	231
11	49	N/A	3195	178
12	49	N/A	3827	184
13	57	N/A	6008	248
18	53	N/A	4563	212



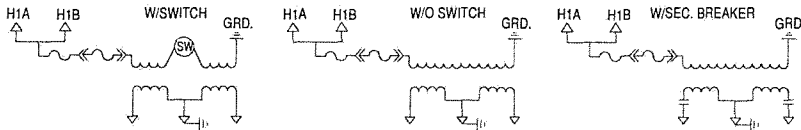
3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown



H.V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL

TAPS: NO TAPS

EXHIBIT H - Figure for ERMCO Transformers

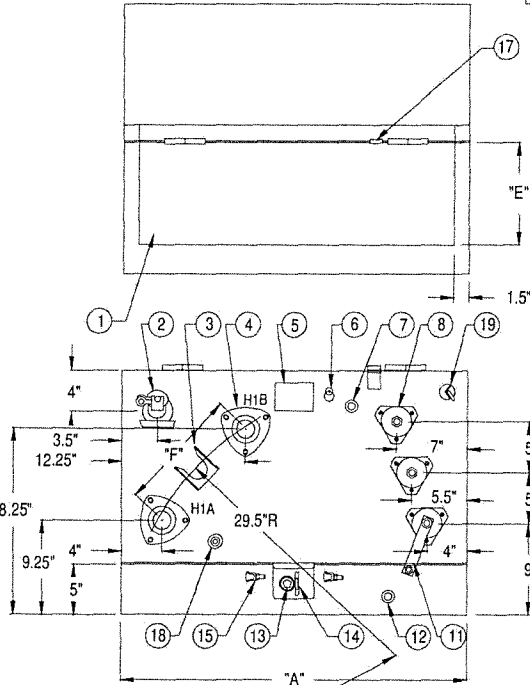


PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR	

3	PARKING STAND	1
4	ECI HV BUSHING WELL (3-3-90) 15 kV ERMCO STANDARD INSERTS NO LBRK SWITCH	2
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID	1
7	.50 in. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS. 1.00 in. - 14 STUD SPADES: NOT REQUIRED	3

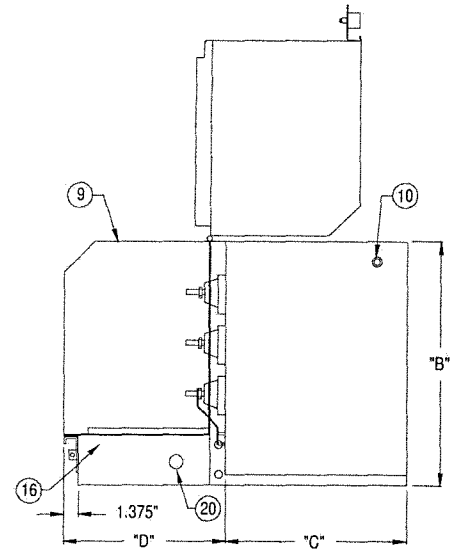
9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	STD 1/2" NPT DRAIN PLUG	1
13	.500"-13 SILICON BRONZE PENTABOLT(STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	2
16	REMOVABLE SILL	1
17	DOOR RETAINER	1
18	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED	
19	SECONDARY BREAKER HANDLE: NOT REQUIRED	
20	NO CONDUIT ENTRANCE HOLE REQUIRED	

ADDITIONAL FEATURES
KVA DECAL: KVA (ERMCO STD) YLWICLR 2.5"(TANK)
FILL PORT: FILL PLUG
OIL TYPE: ENVIROTEMP-FR3
TK | DR | SL: MS | 14GA MS | 14GA MS



POINT 4" BELOW PAD SURFACE
10" RIGHT OF TRANS. CENTERLINE AND
12" IN FRONT OF TRANS. FRONT PANEL

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES					APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A WIDTH	B HEIGHT	C TANK DEPTH	D DOOR DEPTH	E CABLE OPENING		
29	167	36	32	25.2	16	12.375	68	2063
"E" = "D" - 3.625"								
DIM "F" IS							IF DIM "A" IS	
10"							32"	
12"							34" & >	



** UNCONTROLLED **

U-6
GENERIC TYPE II 02-21-02

ERMCO		RFO/SPEC #:	
CUSTOMER: CITY OF OCALA - GRESCO			
SCALE: NTS	DATE: 01/22/20	BY: WNC	QUOTE NUMBER: 553060
Doc ID: 16827626195887c05eb306a310672d7ba			

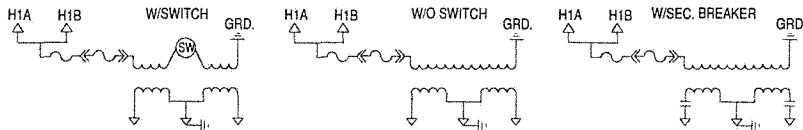
Page 286 of 1115

H.V.: 12470GRDY/7200 95BIL 1BU
L.V.: 240/120 (3 LVBU ONLY) LHL 30 BIL

EXHIBIT H - Figure for ERMCO Transformers

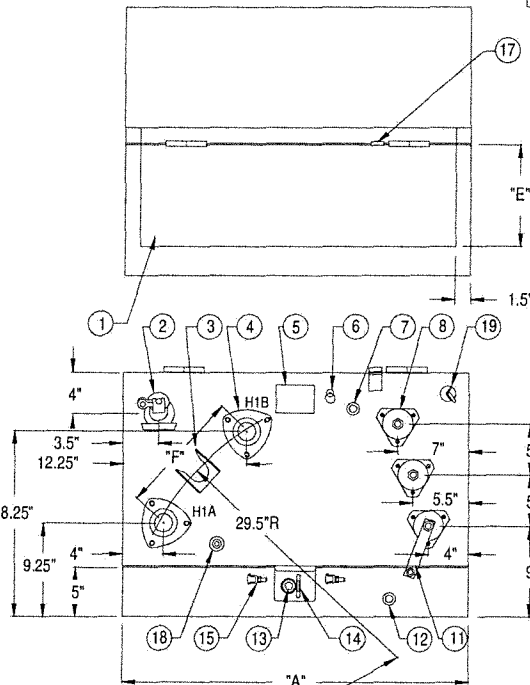
CONTRACT #: ELE/190961

TAPS: NO TAPS



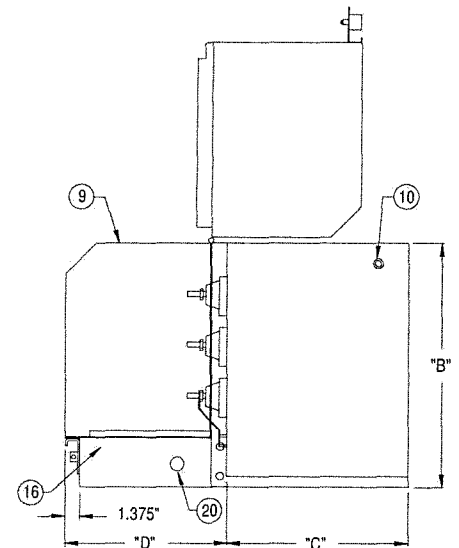
PART	DESCRIPTION	QUANTITY
1	CONDUIT ENTRANCE AREA	1
2	FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO ECI ISOLATION LINK BY CONFIGURATOR	
3	PARKING STAND	1
4	ECI HV BUSHING WELL (3-3-90) 15 kV ERMCO STANDARD INSERTS NO LBRK SWITCH	2
5	(1) ALUMINUM NAMEPLATE (STANDARD)	1
6	P.R.V.: GENERIC 10PSI 50SCFM FOR FR3 FLUID	1
7	.50 in. OIL LEVEL PLUG	1
8	LVBU: COPPER STUD SECONDARY BUSHINGS. .625 in. - 11 STUD SPADES: NOT REQUIRED	3
9	COMPARTMENT COVER	1
10	LIFTING BOSS (.625"-11 BLIND TAPPED)	4
11	DETACHABLE GROUND STRAP	1
12	STD 1/2" NPT DRAIN PLUG	1
13	.500"-13 SILICON BRONZE PENTABOLT(STANDARD)	1
14	PADLOCK HASP	1
15	GROUND NUT W/ GROUND LUGS #10-1 TINNED LUG (DEFLT.STD)	2
16	REMOVABLE SILL	1
17	DOOR RETAINER	1
18	TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED	
19	SECONDARY BREAKER HANDLE: NOT REQUIRED	
20	NO CONDUIT ENTRANCE HOLE REQUIRED	

ADDITIONAL FEATURES
KVA DECAL: KVA (ERMCO STD) YLWCLR 2.5"(TANK)
FILL PORT: FILL PLUG
Oil TYPE: ENVIROTEMP-FR3
TK | DR | SL: MS | 14GA MS | 14GA MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES					APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A WIDTH	B HEIGHT	C TANK DEPTH	D DOOR DEPTH	E CABLE OPENING		
25	25	32	24	17.2	16	12.375	27	711
26	50	36	24	20.2	16	12.375	36	1022
27	75	36	24	22.2	16	12.375	46	1263

"E" = "D" - 3.625"	DIM "F" IS	IF DIM "A" IS
	10"	32"
	12"	34" & >



** UNCONTROLLED **

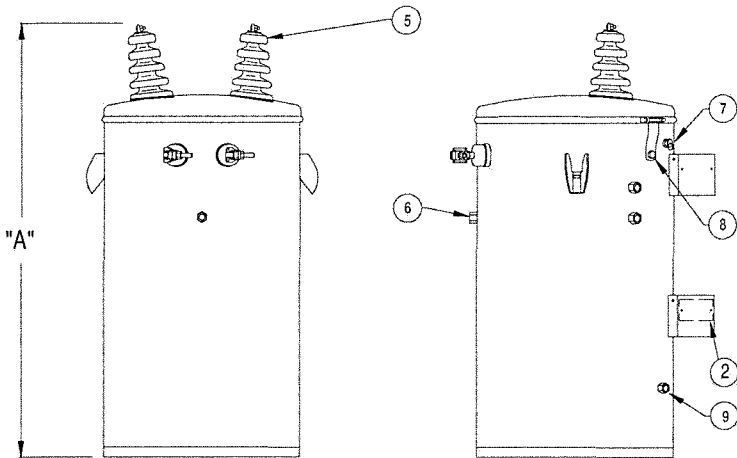
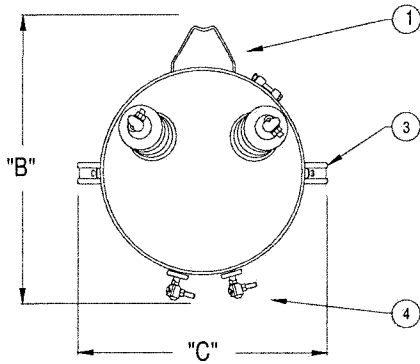
GENERAL TYPE II 02-21-02

ERMCO		RFO/SPEC #:	
CUSTOMER: CITY OF OCALA - GRESKO			
SCALE: NTS	DATE: 01/22/20	BY: WNG	QUOTE NUMBER: 563969
Doc ID: 1c8a746267e7b195887c05eb309a318972d7ba			

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED) W/ PLATE	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLY J-SPADE (64-19 OR -20)	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
 TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
 RADIATORS: 2 SETS OF 5 PANEL RADIATORS
 Oil TYPE: ENVIROTEMP-FR3
 TK I CVR: MS | 3kV MS
 CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
21	333	56.5	39	44.3	70	2263

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:
 SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

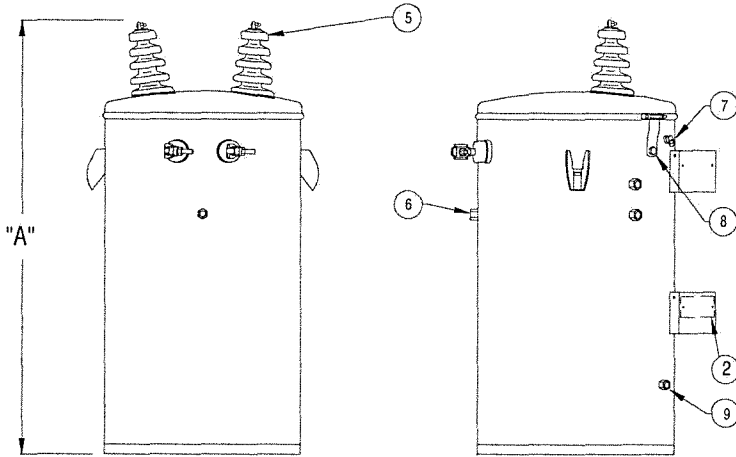
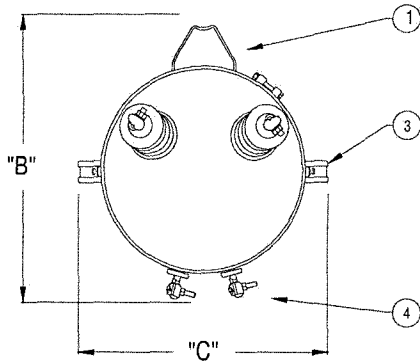
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Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☐ CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2ft's)
 RADIATORS: 1 SET OF 5 PANEL RADIATORS
 OIL TYPE: ENVIROTEMP-FR3
 TK | CVR: MS | 3kV MS
 CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
20	250	56.5	35.9	40.5	63	1851



ERMCO

CUSTOMER: CITY OF OCALA - GRESKO RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

H-10

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

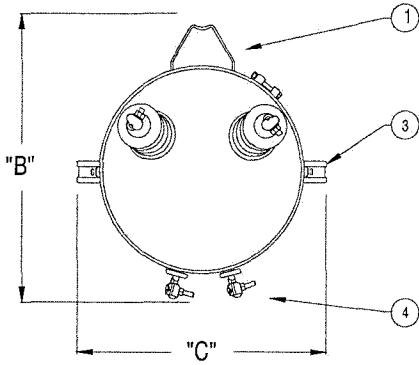
CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 277/480Y 2 LVBU 30 BIL

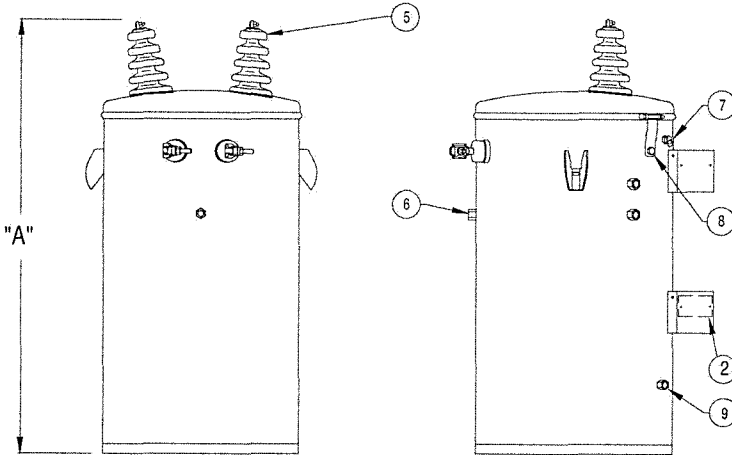
TAPS: 2 TAPS 2.5% ABOVE AND BELOW



PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
 RADIATORS: 1 SET OF 5 PANEL RADIATORS
 Oil TYPE: ENVIROTEMP-FR3
 TK | CVR: MS | 3kV MS
 CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
20	250	56.5	35.9	40.5	63	1851

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

H-11

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

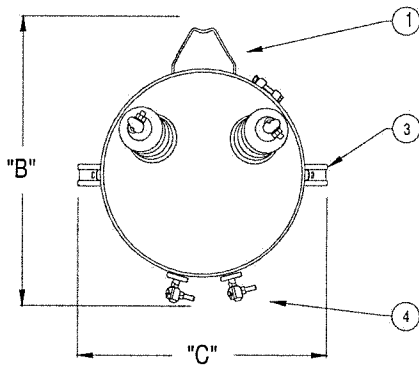
CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP ☐ CONV ☒

L.V. : 277/480Y 2 LVBU 30 BIL

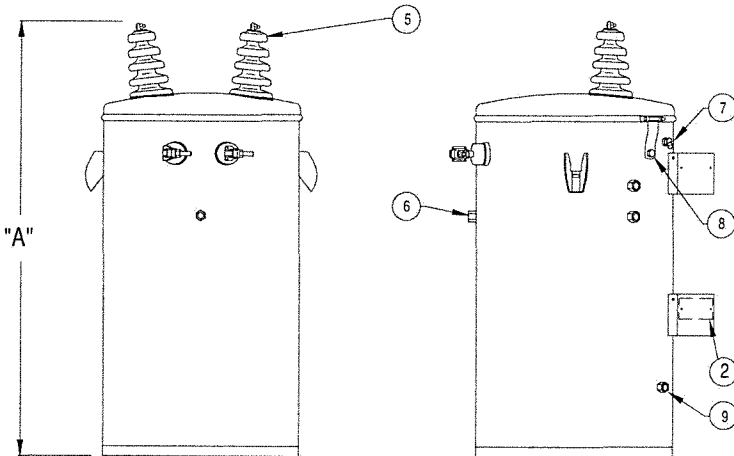
TAPS: 2 TAPS 2.5% ABOVE AND BELOW



PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
 OIL TYPE: ENVIROTEMP-FR3
 TK | CVR: MS | 3kV MS
 CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
19	167	50.9	35	32.4	50.5	1606

ERMCO

CUSTOMER: CITY OF OCALA - GRESKO RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

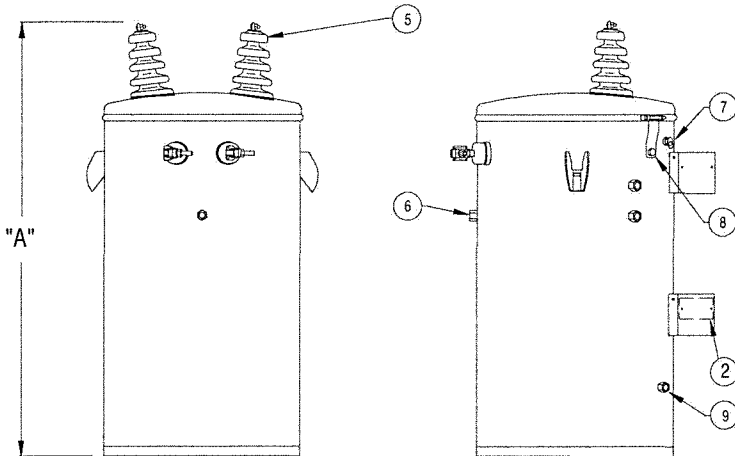
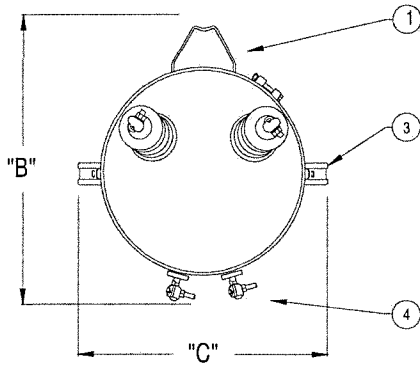
H-12

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 277/480Y 2 LVBU 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
17	75	42.9	28	29.7	30.5	976
18	100	42.9	31	32.4	41	1208

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFO/SPEC #:
SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

H-13

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

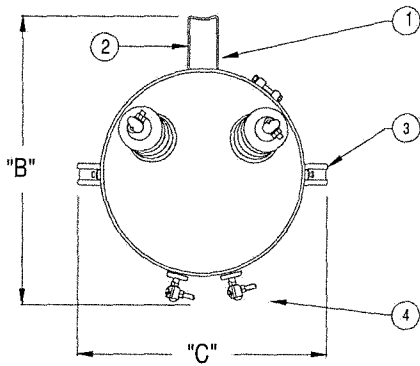
CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 277/480Y 2 LVBU 30 BIL

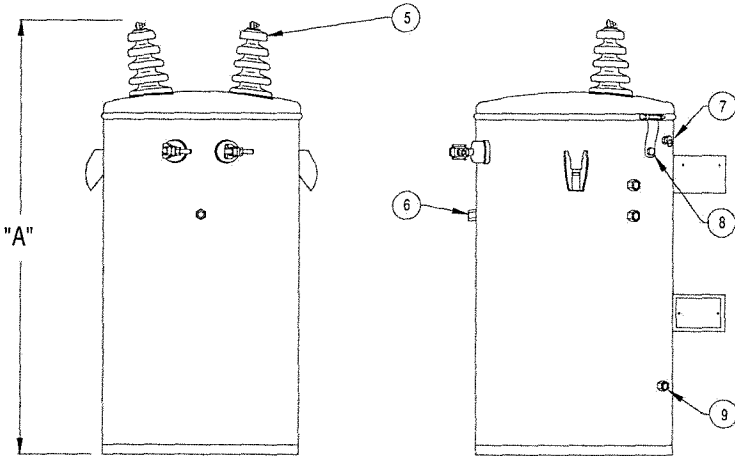
TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSet/Plast w/Eye-NoSmall1's	2
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2r's)
 Oil TYPE: ENVIROTEMP-FR3
 TK I CVR: MS | 3kV MS
 CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
15	25	32.9	23.6	26	13	467
16	50	40.9	27.6	29.7	28.5	885

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

**** UNCONTROLLED ****

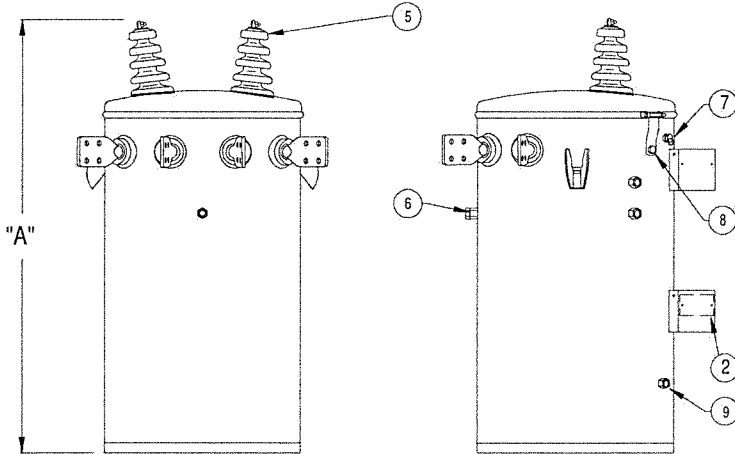
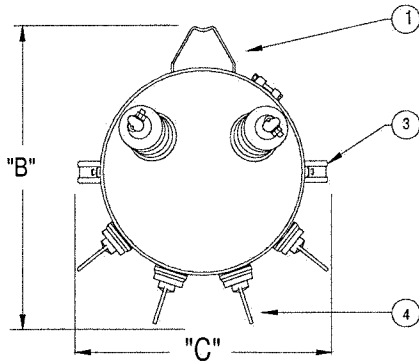
H-14

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 240/480 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP SW: STANDARD DV &/OR TC, CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rl's)
 OIL TYPE: ENVIROTEMP-FR3
 TK I CVR: MS | 3kV MS
 CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
13	167	50.9	34.9	32.4	51	1603



ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

**** UNCONTROLLED ****

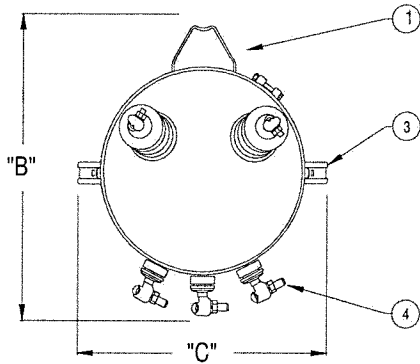
H-15

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EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

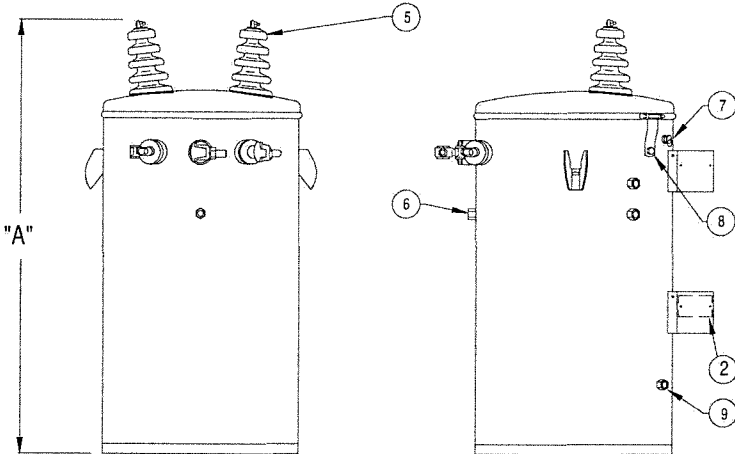
L.V. : 240/480 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET) TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS TYPE: GenThermoSel/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK I CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
12	75	42.9	28	29.7	32	937



ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

**** UNCONTROLLED ****

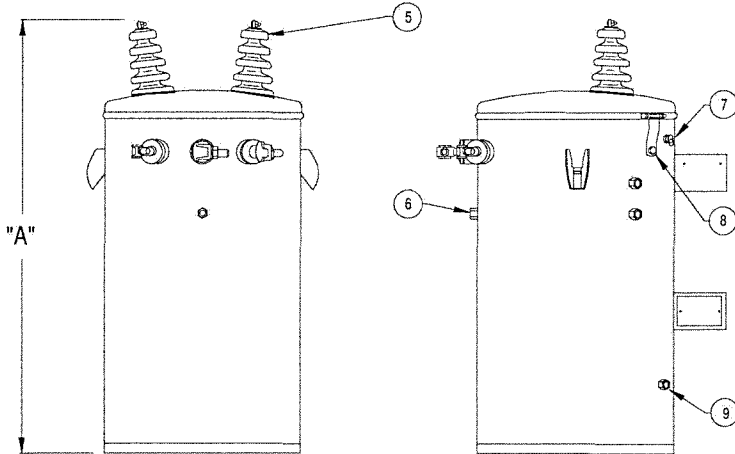
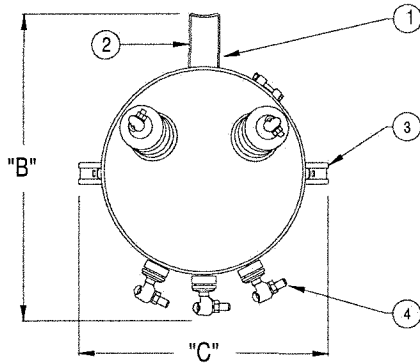
H-16

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET) TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
11	50	34.9	25.4	27.7	18.5	593

ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

**** UNCONTROLLED ****

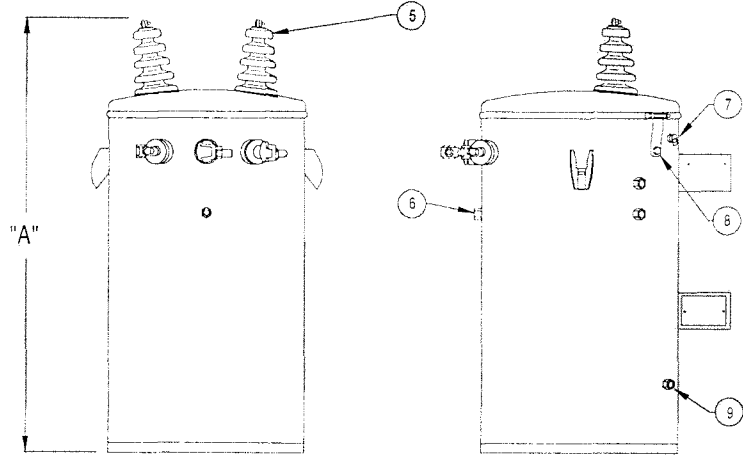
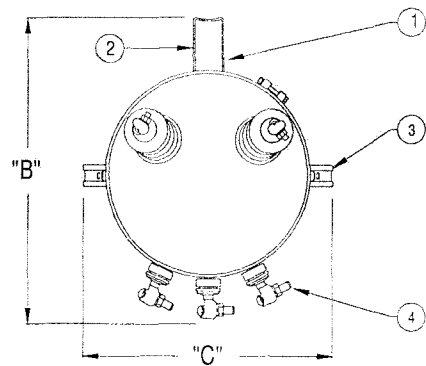
H-17

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSeal/Plast w/Eye-NoSmall1's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
10	25	32.9	23.6	26	13	476

E ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #:

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

** UNCONTROLLED **

H-18

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

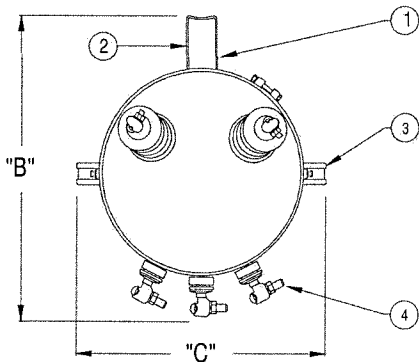
CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.

H.V. : 7200/12470Y 95BIL 2BU CSP CONV

L.V. : 240/480 3 OR 4 LVBU (INTERLACED) 30 BIL

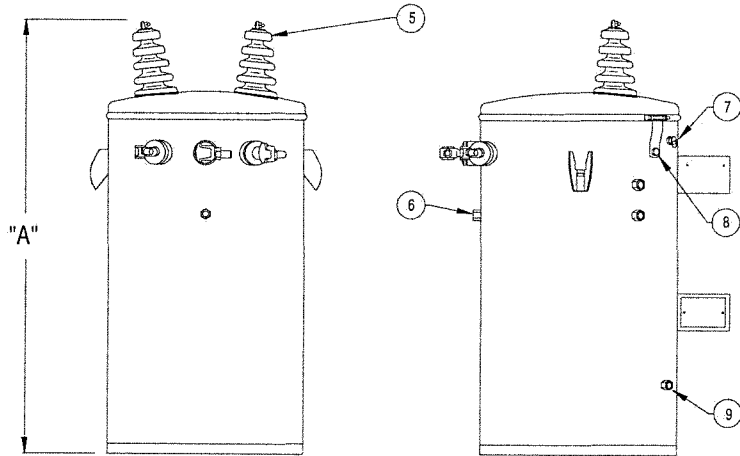
TAPS: NO TAPS



PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermSel/Plast w/Eye-NoSmall1's	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES

TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR. : HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS



ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
10	25	32.9	23.6	26	13	476



ERMCO

CUSTOMER:
CITY OF OCALA - GRESKO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

** UNCONTROLLED **

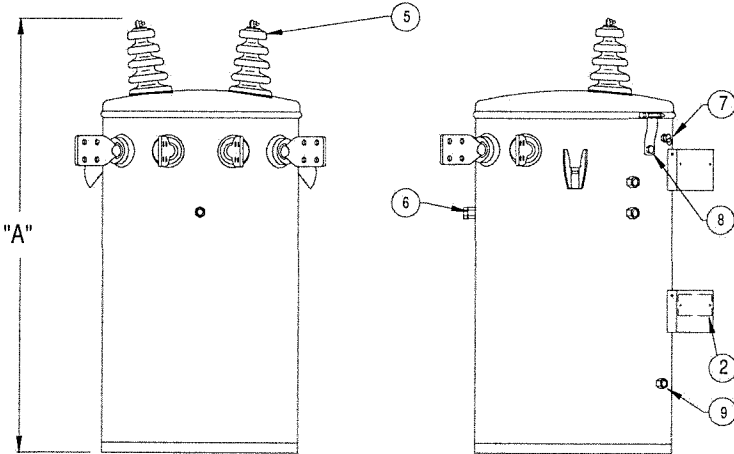
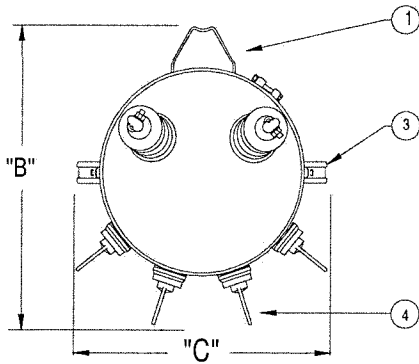
H-19

Doc ID: 1d8a1a62642e7b195887c05eb30ea3ff5872d7ba

EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B (MODIFIED)	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
 TAP SW: STANDARD DV &/OR TC CAP WRENCH
 EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
 RADIATORS: 1 SET OF 3 PANEL RADIATORS
 OIL TYPE: ENVIROTEMP-FR3
 TK | CVR: MS | 3kV MS
 CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
8	250	54.9	35.9	37	59.5	2026

ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

**** UNCONTROLLED ****

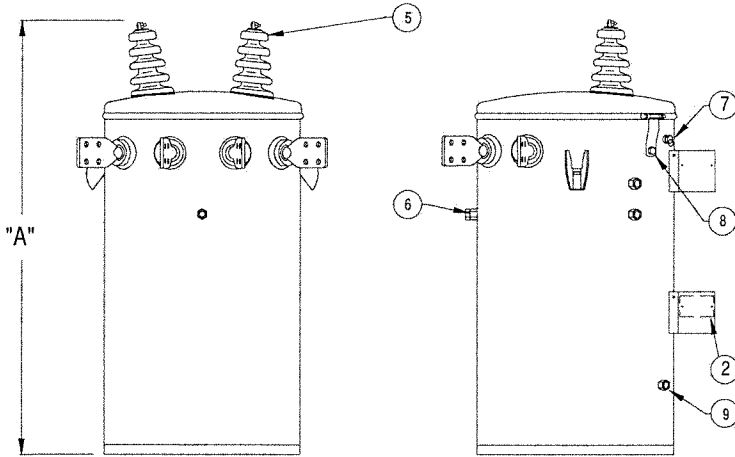
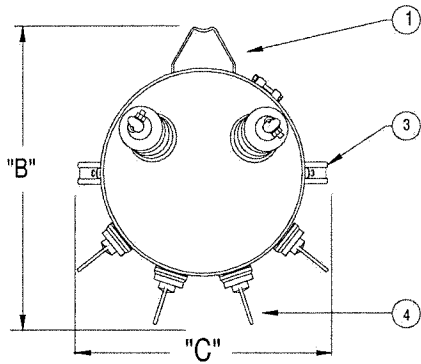
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EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: 2 TAPS 2.5% ABOVE AND BELOW

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET) TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS TYPE: 4 HOLE POLYMER H-SPADE GENERIC	4
5	HIGH VOLTAGE BUSHINGS TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP SW: STANDARD DV &/OR TC. CAP WRENCH
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK I CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
7	167	50.9	35	32.4	49	1687

ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

**** UNCONTROLLED ****

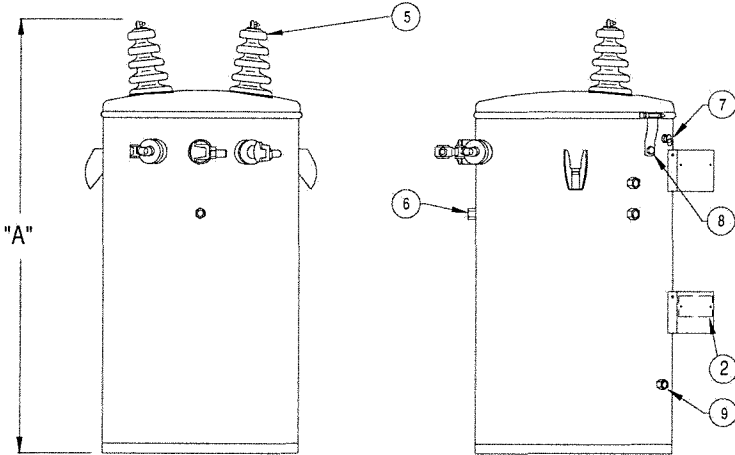
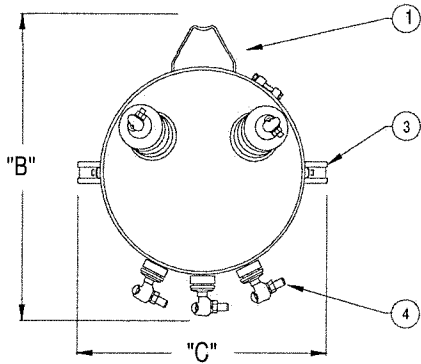
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EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 120/240 3 OR 4 LVBU(QTY PER ANSI) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: B	1 SET
2	NAMEPLATE (ON LOWER BRACKET)	
	TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS	
	TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS	
	TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
5	75	42.9	29.3	29.7	30	983
6	100	42.9	32.3	32.4	39.5	1276

ERMCO

CUSTOMER:
CITY OF OCALA - GRESCO

RFQ/SPEC #:

SCALE:
NTS

DATE:
01/22/20

BY:
WNC

QUOTE NUMBER:
563960

1H2B 08-19-05

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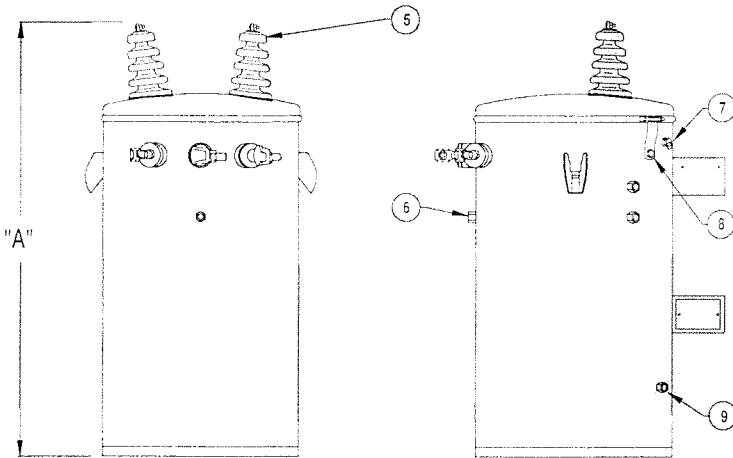
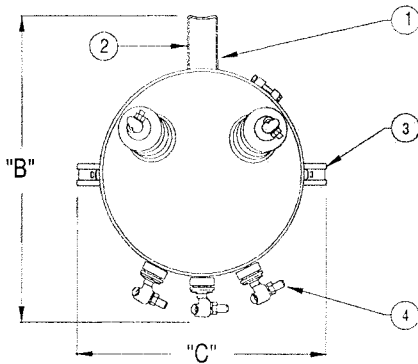
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EXHIBIT H - Figure for ERMCO Transformers

CONTRACT #: ELE/190961

"B" & "C" Dimensions include arresters & radiators if applicable.



H.V. : 7200/12470Y 95BIL 2BU CSP ☒ CONV

L.V. : 120/240 3 OR 4 LVBU (INTERLACED) 30 BIL

TAPS: NO TAPS

PART	DESCRIPTION	QUANTITY
1	HANGER BRACKET TYPE: A	1 SET
2	NAMEPLATE (ON LOWER BRACKET) TYPE: (1) ALUMINUM NAMEPLATE (STANDARD)	1
3	LIFTING LUGS	2
4	LOW VOLTAGE BUSHINGS TYPE: GenThermoSet/ThermoPlast w/EyeBolt	3
5	HIGH VOLTAGE BUSHINGS TYPE: STANDARD HV BUSHING	2
6	GROUNDING PROVISION: (AS REQ. BY ANSI STD)	1
7	P.R.V.: GENRIC 10PSI 50SCFM w/FR3 (02or32)	1
8	COVER GROUND STRAP	1
9	TANK GROUNDING PROVISION: NO GROUND LUGS	2

ADDITIONAL FEATURES
TAP or DUAL VOLTAGE SWITCH: NOT REQUIRED
EXTERNAL ARR.: HV: 9 KV EVOLUTION HD(18"7.5kV#4wire&2rt's)
Oil TYPE: ENVIROTEMP-FR3
TK | CVR: MS | 3kV MS
CVR BAND: 3kV MS

ITEM AND/OR STOCK #	KVA	DIMENSIONS IN INCHES			APPROX. GAL. OIL	APPROX. WEIGHT LBS.
		A	B	C		
4	50	34.9	25.4	27.7	16	641

ERMCO

CUSTOMER: CITY OF OCALA - GRESCO RFQ/SPEC #: 563960

SCALE: NTS DATE: 01/22/20 BY: WNC QUOTE NUMBER: 563960

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H-23

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DOCUMENT ID	1d8a1a62642e7b195887c05eb30ea3ff5872d7ba
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✱ Completed

Document History



SENT

05 / 06 / 2020

13:53:40 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Gresco Supply, Inc. (anthony.mells@gresco.com), Jay A. Musleh (jmusleh@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
IP: 98.180.89.187



VIEWED

05 / 07 / 2020

16:06:10 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



VIEWED

06 / 16 / 2020

14:03:32 UTC-5

Viewed by Gresco Supply, Inc. (anthony.mells@gresco.com)
IP: 198.184.245.98



VIEWED

06 / 17 / 2020

09:55:02 UTC-5

Viewed by Jay A. Musleh (jmusleh@ocalafl.org)
IP: 24.250.240.15



VIEWED

06 / 17 / 2020

12:14:13 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104

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FILE NAME	FOR ACA ERVIEW - ...tract ELE1909.pdf
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STATUS	* Completed

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09:56:16 UTC-5Signed by Jay A. Musleh (jmusleh@ocalafl.org)
IP: 24.250.240.15
SIGNED**06 / 17 / 2020**
12:14:38 UTC-5Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104
COMPLETED**06 / 17 / 2020**
12:14:38 UTC-5

The document has been completed.



SECOND AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR TRANSFORMER SUPPLY AND DELIVERY SERVICES (Second Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GRESKO SUPPLY, INC.**, a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN# 58-2246694) ("Vendor").

WHEREAS, on June 17, 2020, City and Vendor entered into an Agreement for Transformer Supply and Delivery Services (the "Original Agreement"), City of Ocala Contract Number: ELE/190961, for a term of three (3) years, from March 3, 2020 to March 2, 2023; and

WHEREAS, on March 14, 2023, City and Vendor entered into a First Amendment to Agreement for Transformer Supply and Delivery Services (the "First Amendment") to extend the contract term for an additional year, from March 3, 2023 to March 2, 2024; and

WHEREAS, City and Vendor now desire to extend the Original Agreement for the final available one (1) year term.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional three-year term beginning **MARCH 3, 2024** and terminating **MARCH 2, 2025** (the "Renewal Term").
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **TWO MILLION, NINE HUNDRED FIFTY THOUSAND, THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$2,950,328)** over the Renewal Term as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Renewal Term.
5. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Gresco Supply, Inc.
Attn: Anthony Mells
6421 County Road 219
Wildwood, Florida 34785
Phone: 352-748-9550
E-mail: anthony.mells@gresco.com


CONTRACT# ELE/190961

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: wsexton@ocalafl.gov

6. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 3/15/2024

ATTEST:

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs

City Clerk

CITY OF OCALA

DocuSigned by:

Barry Mansfield

Barry Mansfield

City Council President

Approved as to form and legality:

DocuSigned by:

William E. Sexton

William E. Sexton, Esq.

City Attorney

GRESKO SUPPLY, INC.

DocuSigned by:

Melissa S. Williams

43C39135E0D24EF...

By: Melissa S. Williams
 (Printed Name)

Title: CFO
 (Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: 64087CC0E1BE46248A875066C4D838B4

Status: Completed

Subject: SIGNATURE - Renewal of Transformer Supply and Delivery (ELE/190961)

Source Envelope:

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Signatures: 4

Certificate Pages: 5

Initials: 0

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Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

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plewis@ocalafl.org

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Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Melissa S. Williams

melissa.williams@gresco.com

CFO

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

DocuSigned by:

Melissa S. Williams

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Accepted: 2/20/2024 9:37:13 AM

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William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

William E. Sexton

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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Barry Mansfield

bmansfield@ocalafl.org

Council President Pro Tem

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Barry Mansfield

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Signed: 3/15/2024 4:14:00 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Angel B. Jacobs

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 3/19/2024 9:01:53 AM ID: afb1cce9-6813-4290-a495-e979e2244f31		
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
Stephen Moss stephen.moss@gresco.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/20/2024 9:37:13 AM ID: bec86b2c-cbdc-4806-8678-ed0298cd95b1		COPIED Sent: 3/19/2024 9:02:09 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2024 12:58:28 PM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Envelope Updated	Security Checked	2/20/2024 11:15:32 AM
Certified Delivered	Security Checked	3/19/2024 9:01:53 AM
Signing Complete	Security Checked	3/19/2024 9:02:08 AM
Completed	Security Checked	3/19/2024 9:02:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Amendment #2 to the Solar Power Sales Contract between the City of Mount Dora and the Florida Municipal Power Agency related to the purchase of solar energy.

Introduction:

This request is for City Council to approve Amendment # 2 to the Solar Power Sales Contract with Florida Municipal Power Agency (FMPA) providing solar energy to the City of Mount Dora. This amendment changes the amount of solar the City is receiving from FMPA due to a much higher than expected cost.

Discussion:

On December 3, 2019, City Council approved the Solar Power Sales Contract between FMPA and the City of Mount Dora to purchase up to 2 MW of solar power as part of FMPA's Solar II Project (Attachment 1). This project had participation from thirteen (13) municipalities across the state of Florida providing a means for Florida municipal utilities to cooperate on a basis of mutual advantage in the generation of renewable energy. FMPA in turn has a Purchase Power Agreement with Florida Solar 7, LLC (Rice Creek Solar Farm) and Florida Solar 8, LLC (Whistling Duck Solar Farm) to construct, maintain, and operate the two photovoltaic electric generating facilities with a capacity of 149 MW in North Central Florida.

On January 4, 2023, Council approved Amendment # 1 to increase the purchase price of the solar energy generated by these two solar farms (Attachment 2).

Rice Creek Solar Farm (Florida Solar 7, LLC) is projected to be completed in October 2024. Origis Energy, the parent company of Rice Creek and Whistling Duck, has requested another very significant price increase for Whistling Duck farm as construction has not been started yet. Origis states this increase is due to the high demand for solar financing and substantial increased labor cost. With this sizable price increase, it is not a viable option for Mount Dora to participate at this time. We will monitor the construction cost of solar and may participate in future farms depending on the price. It is important that we supply solar energy in the most economical means possible. Therefore, this amendment will reduce Mount Dora's purchase from 2 MW to 1

MW at the price defined in Amendment 1 and will remove participation in the Whistling Duck Solar farm.

Budget Impact:

The new power cost associated with this amendment will be part of the 2024-2025 and future fiscal year budgets. The City is not expected to spend any money at this time.

Strategic Impact:

Goal 2 Infrastructure

By amending this agreement, it will allow the City of Mount Dora to maintain and operate a sustainable city that will ensure its longevity.

Recommendation:

Approve Amendment #2 to the Solar Power Sales Contract between the City of Mount Dora and Florida Municipal Power Agency.

Attachment(s):

1. Attachment 1 Mount Dora - Solar II Project Power Sales Contract 12-12-2019
2. Attachment 2 Solar II Power Sales Contract Amendment 3-2-2023
3. Amendment No. 2 to Power Sales Contract - Solar II Proj - 2024-07-24

Prepared by: Stephanie Gervais, Administrative Coordinator-Public Works

Reviewed by: Steve Langley, Electric Utility Director
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/14/2024

Approved - 8/14/2024

Approved - 8/14/2024

Approved - 8/26/2024

Approved - 8/26/2024

Final Approval - 8/26/2024

ATTACHMENT #1

Solar II Project

Power Sales Contract

Between

**Florida Municipal Power Agency,
Solar II Power Project**

and

The City of Mount Dora, Florida

TABLE OF CONTENTS

SECTION 1.	Definitions and Explanations of Terms. As used herein:.....	2
SECTION 2.	Term & Termination.	3
SECTION 3.	Sale and Purchase.....	4
SECTION 4.	Project Budget.....	4
SECTION 5.	Billing, Payment, Disputed Amounts.....	5
SECTION 6.	Scheduling of Deliveries; Transmission.	6
SECTION 7.	Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar 2 Project Committee	6
SECTION 8.	Availability of Entitlement Shares.....	7
SECTION 9.	Accounting.....	7
SECTION 10.	Information to be Made Available.	7
SECTION 11.	Covenants.....	8
SECTION 12.	Event of Default – Project Participant.	8
SECTION 13.	Default by FMPPA.....	10
SECTION 14.	Abandonment of Remedy.	10
SECTION 15.	Waiver of Default.....	10
SECTION 16.	Relationship to and Compliance with Other Instruments.	10
SECTION 17.	Measurement of Electric Energy.....	10
SECTION 18.	Liability of Parties.....	10
SECTION 19.	Assignment or Sale of Project Participant's Solar Entitlement Share.	10
SECTION 20.	Consent to Assignment of Power Sales Contract, Sale of Project Participant's System. 11	
SECTION 21.	Termination or Amendment of Contract.....	12
SECTION 22.	Notice and Computation of Time.....	12
SECTION 23.	Applicable Law; Construction.	12
SECTION 24.	Severability.	13
SECTION 25.	Solar 2 Project Responsibility.....	13

SOLAR II PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT is made and entered into as of December 12, 2019, by and between FLORIDA MUNICIPAL POWER AGENCY, a legal entity organized under the laws of the State of Florida ("FMPA") and the City of Mount Dora, Florida, a public agency of the State of Florida and a member of FMPA (the "Project Participant").

WITNESSETH:

WHEREAS, FMPA was created to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage in the generation of Electric Energy; and

WHEREAS, FMPA is authorized and empowered, among other things, (i) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in one or more electric projects; (ii) to issue its bonds, notes or other evidences of indebtedness to pay all or part of the costs of acquiring such electric projects; and (iii) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and;

WHEREAS, Origis Energy, including its successors or assigns, ("Seller") is developing solar photovoltaic single-axis tracking electric generating facilities having nameplate capacities of 74.9 MW alternating current ("ac"), which will be designed, financed, constructed and operated by Seller in Alachua and Putnam Counties, Florida ("Solar Facility"); and

WHEREAS, FMPA has entered into Power Purchase Agreements between Seller and FMPA on behalf of the Solar II Project ("Solar PPA"), a copies of which are attached to this Power Sales Contract as "Attachment A," and FMPA will purchase and receive a portion of the as-available net Electric Energy output and associated Renewable Energy Attributes and Facility Attributes produced by Solar Facility (referred to cumulatively in this Power Sales Contract as the "Solar Product"); and

WHEREAS, FMPA will take or cause to be taken all steps necessary for delivery to Project Participant and the other Project Participants of their respective share of the Solar Product produced from or attributable to the Solar Facility and delivered to FMPA under the Solar PPA, and will sell the Solar Product from the Solar Facility pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other Project Participants; and

WHEREAS, the execution of the Solar PPA for the supply of Solar Product produced by or attributable to the Solar Facility to the Project Participant and the other Project Participants contracting with FMPA therefore is authorized by the Interlocal Agreement creating the Florida Municipal Power Agency FMPA, as amended to date and as such Interlocal Agreement has been supplemented by a resolution adopted by the Board of FMPA at a meeting duly called and duly held on December 12, 2019, which Interlocal Agreement, as so amended and supplemented, constitutes "an agreement to implement a project" and a "joint power agreement" for the Solar II Project, as such terms are used in Chapter 361, Part II, Florida Statutes, as amended; and

WHEREAS, in order to pay the cost of acquiring the Solar Product produced by or attributable to the Solar Facility under the Solar PPA, it is necessary for FMPA to have substantially similar binding contracts with the Project Participant and such other Project Participants purchasing Solar Product produced by or attributable to the Solar Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein:

Allocable A&G Costs shall mean administrative and general costs incurred by FMPA that have been allocated to the Solar II Project by the FMPA Board of Directors. The initial allocation of Allocable A&G Costs is attached to this Power Sales Contract as "Attachment B," as it may be amended from time to time at the discretion of the FMPA Board of Directors.

Annual Budget means the budget adopted by the Board of FMPA pursuant to paragraph (a) of SECTION 4 hereof which itemizes the estimated Monthly Energy Costs and Project Related Costs for the following Contract Year, or, in the case of an amended Annual Budget adopted by the Board of FMPA, during the remainder of a Contract Year, and the Project Participant's share, if any, of each.

Board shall mean the Board of Directors of FMPA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on October 1 of each year, except that the first Contract Year shall commence on 12:01 a.m. on December 12, 2019, and shall expire at 12:00 a.m. the next succeeding October 1.

Discretionary Term Decision shall have the meaning set forth in SECTION 7(a) of this Power Sales Contract.

Downgrade Event shall have the meaning set forth in the Solar PPA.

Effective Date shall have the meaning set forth in SECTION 2 of this Power Sales Contract.

Electric Energy shall mean kilowatt hours (kWh).

Energy Price means the price (\$/MWh) to be paid by FMPA under the Solar PPA for Solar Product produced by the Solar Facility and delivered by Seller to FMPA.

Energy Share shall mean FMPA's 53.55 MW share under the Solar PPA in the Solar Product produced by or associated with the Solar Facility.

Facility Attributes has the meaning given in the Solar PPA.

Initial Energy Delivery Date shall have the meaning provided for in the Solar PPA.

Interlocal Agreement means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

Month shall mean a calendar month.

Monthly Energy Costs shall mean, with respect to each Month of each Contract Year, the product of (i) the Energy Price and (ii) the quantity of Solar Product delivered by Seller to FMPA.

Point of Delivery shall mean the high side of the generator step-up transformer of the Solar Facility.

Power Sales Contracts shall mean this Power Sales Contract and the other Power Sales Contracts, dated the date hereof, between FMPA and the other Project Participants, all relating to the Solar PPA and Solar Facility, as the same may be amended from time to time, and any substantially similar contract entered into by FMPA in connection with any transfer or assignment in accordance with this Power Sales Contract.

Project Development Fund Costs shall mean those costs incurred by FMPA and funded by the FMPA Project Development Fund used for the establishment of the FMPA Solar II Project. The Project

Development Fund Costs as of the Effective Date are set forth in “Attachment D” of this Power Sales Contract.

Project Related Costs shall mean the costs incurred under the Solar PPA other than Monthly Energy Costs, as well as any other costs incurred by FMPA directly attributable to the Solar II Project, including, without limitation, Allocable A&G Costs, any amounts to reimburse FMPA Project Development Fund Costs, a Working Capital Allowance, any costs associated with real-time monitoring of the output from the Solar Facility to facilitate Project Participants’ transmission scheduling requirements, any credit or payment assurance amounts that may be required under the Solar PPA due to a Downgrade Event, as such term is defined in the Solar PPA, among others.

Project Participants shall mean the parties, including the Project Participant, other than FMPA, to Power Sales Contracts substantially similar hereto.

Renewable Attributes has the meaning given in the Solar PPA.

Schedule of Project Participants shall mean the Schedule of Project Participants contained in Schedule 1 attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Seller shall have the meaning set forth in the Recitals of this Power Sales Contract.

Solar Entitlement Share shall mean, with respect to each project Participant, that percentage of FMPA's Energy Share from the Solar Facility shown opposite the name of such Project Participant in the Schedule of Project Participants as the same may be adjusted from time to time in accordance with the provisions hereof.

Solar II Project shall mean the contractual arrangements and agreements for the purchase of Solar Product by FMPA pursuant to the Solar PPA and sale of the Solar Product to Project Participant pursuant to this Power Sales Contract.

Solar II Project Committee has the meaning set forth in SECTION 7 of this Power Sales Contract.

Solar Facility shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar Product shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar PPA shall have the meaning set forth in the recitals of this Power Sales Contract.

Transmission Service Provider shall mean the transmission service provider(s) to which the Solar Facility is interconnected.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission (or its successor in function) Uniform Systems of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

Working Capital Allowance shall mean funds acquired by the Solar II Project in such amounts as shall be deemed reasonably necessary by the FMPA Board of Directors to provide for any working capital needs, including providing for the Solar II Project’s ability to pay the Seller in the event of non-payment by one or more Project Participants. The initial Working Capital Allowance and the method of funding is described in “Attachment C” to this Power Sales Contract.

SECTION 2. Term & Termination.

(a) Effective Date. This Power Sales Contract shall become effective upon the last date of execution and delivery of all Power Sales Contracts by all Project Participants originally listed in the Schedule of Project Participants and by FMPA (the “Effective Date”) and shall, unless this Power Sales

Contract is terminated early pursuant hereto, continue until the expiration or earlier termination of the Solar PPA. Unless a Project Participant terminates this Agreement pursuant to Section 19(a) by paying all stranded cost obligations, neither termination nor expiration of this Power Sales Contract shall affect any accrued liability or obligation hereunder. Notwithstanding the foregoing, in the event it is ultimately determined that any other Project Participant failed to duly and validly execute and deliver its Power Sales Contract, or if any other Power Sales Contract, or any portion thereof, shall be deemed invalid or unenforceable for any other reason whatsoever, such determination shall in no way affect the commencement, term or enforceability of this Power Sales Contract or the Project Participant's obligations hereunder.

(b) Early Termination. Project Participant may terminate this Power Sales Contract pursuant to SECTION 19 of this Power Sales Contract.

SECTION 3. Sale and Purchase.

Commencing on the Initial Energy Delivery Date of the Solar Facility, FMPA shall purchase from Seller in accordance with the terms and conditions of the Solar PPA, and FMPA agrees to and does sell, and the Project Participant agrees to and does hereby purchase, the Project Participant's Solar Entitlement Share. The Project Participant shall, in accordance with and subject to the provisions of SECTION 5 hereof, pay FMPA (i) for its Solar Entitlement Share, an amount determined by multiplying Monthly Energy Costs by the Project Participant's Solar Entitlement Share, and (ii) for its share of monthly Project Related Costs, an amount determined by multiplying the Project Related Costs for such Month by Project Participant's Solar Entitlement Share. FMPA shall provide documentation evidencing the conveyance of the Renewable Attributes associated with the Solar Product to Project Participant in a form acceptable to FMPA and Project Participant.

SECTION 4. Project Budget.

(a) In accordance with the FMPA Board of Directors' annual schedule for budget development, the Solar II Project Committee shall develop and approve a budget for the Solar II Project and submit the same to the FMPA Board of Directors for approval. As part of the budget process, the Solar II Project Committee will review Project Related Costs, including the Allocable A&G and the Working Capital Allowance, to ensure the appropriate amount of resources are allocated the Solar II Project.

(b) On or before August 1, 2020, and on or before August 1 prior to the beginning of each Contract Year thereafter, the Board of FMPA shall review the proposed Solar II Project budget submitted by the Solar II Project Committee, and shall adopt and submit to the Project Participant an Annual Budget for the following Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder and serve as a basis for Project Participants' payments hereunder for Monthly Energy Costs and Project Related Costs for such Contract Year.

(c) During each Contract Year, the Solar II Project Committee or Board may review its Annual Budget for the remainder of the Contract Year at any time as it shall deem desirable. In the event such or any other review indicates that such Annual Budget will not substantially correspond with actual Monthly Energy Costs, or actual Project Related Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting the Monthly Energy Costs, or Project Related Costs, the Solar II Project Committee shall recommend and the Board of FMPA shall adopt and submit to each Project Participant an amended Annual Budget applicable to the remainder of such Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder for the remainder of such Contract Year and serve as the basis for the Project Participant's monthly payments for Monthly Energy Costs and Project Related Costs hereunder for the remainder of such Contract Year.

SECTION 5. Billing, Payment, Disputed Amounts.

(a) On or before the 10th day of each Month beginning with the second Month of the first Contract Year following the Effective Date, FMPA shall render to the Project Participant a monthly statement showing, in each case with respect to the prior Month, the amount of energy delivered for each hour and the amounts payable by Project Participant in respect of the following (i) the Monthly Energy Costs; (ii) the Project Related Costs; and (iii) any amount, if any, to be credited to or paid by the Project Participant pursuant to the terms of this Power Sales Contract.

(b) Monthly payments required to be paid to FMPA pursuant to this SECTION 5SECTION 4 shall be due and payable to FMPA on the 25th day of the Month in which the monthly statement was rendered. The Project Participant shall make payment to FMPA by the transfer of funds from the Project Participant's bank account, using an ACH Push or domestic Wire Transfer, through instructions to be provided by FMPA to the Project Participant.

(c) If payment in full is not made on or before the close of business on the due date, a delayed payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage prime rate of interest plus 5%, or the maximum rate lawfully payable by the Project Participant, whichever is less. If said due date is Saturday, Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge.

(d) In the event of any dispute that is known by Project Participant, or should have reasonably been known, as to any portion of any monthly statement, the Project Participant shall nevertheless pay the full amount of such disputed charges when due and shall give written notice of such dispute to FMPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. FMPA shall give consideration to such dispute and shall advise the Project Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the statement next submitted to the Project Participant after such determination. If it is determined that the disputed amount is in the favor of the Participant, to the extent that FMPA earned any interest on the amount withheld, then interest actually earned shall be applied to the overpaid amount.

(e) The obligation of the Project Participant to make the payments under this SECTION 5 shall constitute an obligation of the Project Participant payable as an operating expense of the Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system. The obligation of the Project Participant to make payments under this Power Sales Contract shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be otherwise conditioned upon performance of FMPA or Seller under the Solar PPA or the performance by FMPA under this or any other agreement or instrument or the validity or enforceability of any other Power Sales Contract or any other agreement between FMPA and any other Project Participant; provided, however, that the Monthly Energy Costs payable by Project Participant shall reflect the Project Participant's Solar Entitlement Share of the quantity of Solar Product made available by the Seller at the Point of Delivery, and payable by FMPA under the Solar PPA, during that month. The obligation of the Project Participant to make payments under this SECTION 5SECTION 4 shall not constitute a debt of the Project Participant within the meaning of any constitutional or statutory provision or limitation or a general obligation of or pledge of the full faith and credit of the Project Participant, and neither the Project Participant nor the State of Florida or any agency or political subdivision thereof shall ever be obligated or compelled to levy ad valorem taxes to make the revenues provided for in this SECTION 5, and the obligation of the Project

Participant to make payments pursuant to this SECTION 5 shall not give rise to or constitute a lien upon any property of the Project Participant or any property located within its boundaries or service area.

SECTION 6. Scheduling of Deliveries; Transmission.

(a) FMPA shall cause Seller, or Seller's agent, to schedule and deliver FMPA's Energy Share to the Point(s) of Delivery in accordance with standard scheduling and dispatching procedures. Unless otherwise agreed to in writing by FMPA and Project Participant, Project Participant shall be responsible for scheduling the delivery of its Solar Entitlement Share of Electric Energy, as well as the associated transmission service, from the Point(s) of Delivery to Project Participant's electric system. Upon request, FMPA, or its agent, shall provide such Project Participant with the Seller's daily forecasted output of the Solar Facility as provided by Seller pursuant to the Solar PPA. FMPA, or its agent, shall maintain communication with the Project Participant regarding Solar Facility forecasts and real-time output in order to enable Project Participant to modify its transmission schedules with its transmission service provider to align with the Solar Facility's actual output.

(b) Project Participant shall be responsible for securing transmission service necessary to deliver the Solar Energy from the Point of Delivery to Project Participant's electric system. To the extent this transmission service requires upgrades to Project Participant's transmission service provider's transmission system, Project Participant shall be responsible for ensuring all upgrades are complete and Project Participant is able to receive its Solar Entitlement Share prior to the Initial Energy Delivery Date, as defined in the Solar PPA, or otherwise arrange for alternative transmission arrangement for, or disposal of, its Solar Entitlement Share until such time as Project Participant can receive it. Project Participant shall be responsible for enforcing its rights under its transmission service agreement(s) and its transmission service provider's Open Access Transmission Tariff ("OATT") regarding the transmission service provider's obligation to make such upgrades.

(c) All of the provisions of this SECTION 6 are subject to the provisions of the Solar PPA, and in the event of any inconsistencies between this SECTION 6 and the provisions of the Solar PPA governing scheduling, the terms of the Solar PPA shall govern.

SECTION 7. Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar II Project Committee.

(a) The Solar PPA includes several provisions that allow the Solar II Project to exercise discretion regarding whether to extend the Term of the Solar PPA or to continue the existing Term of the Solar PPA despite a triggering event under the terms of the Solar PPA that permit early termination (hereinafter referred to as "Discretionary Term Decisions"). Such Discretionary Term Decisions may include, for example but without limitation, options for extension of the Term of the Solar PPA beyond the Initial Term, options for continuing or terminating obligations related to portions of the solar capacity that do not make commercial operation deadlines, and options for early termination of the Solar PPA if certain conditions precedent are not met. Project Participant and all other Project Participants will each designate a representative to serve on the Solar II Project Committee. The Committee will meet in advance of any Discretionary Term Decisions provided for under the Solar PPA, and as FMPA or any Project Participant may request, with 30 day advance Notice (or less if the matter at hand so requires). The Solar II Project Committee shall meet not less than 180 days prior to the expiration of the Initial Term or a Renewal Term, as defined in the Solar PPA, if any, to decide whether to extend the Term of the Solar PPA. In making any Discretionary Term Decision, the Solar II Project Committee will vote on the matter. If the Solar II Project Committee unanimously decides to exercise a Discretionary Term Decision, then such unanimous consent shall be presented to the FMPA Board of Directors as a recommendation for action on the matter. If one or more Solar II Project Participants do not wish to exercise a Discretionary Term Decision, then the other Solar II Project Participants may elect to assume the Solar Entitlement Share of those Project Participant(s)

that do not wish to exercise the Discretionary Term Decision. In such event, the non-exercising Project Participant(s)' Solar II Project Power Sales Contract shall be terminated, and the Power Sales Contract of the assuming Project Participant(s)' shall be amended to reflect the revised Solar Entitlement Shares. In the event that the Project Participant(s) that wish to exercise the Discretionary Term Decision cannot agree to assume 100% of the terminating Project Participant(s)' Solar Entitlement Share, then the Discretionary Term Decision shall not be exercised.

(b) All other, non-Discretionary Term Decisions made by the Solar II Project Committee shall be by a simple majority, with each Project Participant having one equally-weighted vote on Solar II Project matters. After formation of the Solar II Project, each Project Participant shall designate a representative to serve on the Solar II Project Committee. The Solar II Project Committee shall develop a Solar II Project Committee Charter for review and approval of the Board of Directors.

SECTION 8. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Solar PPA, the Project Participant's Solar Entitlement Share shall be made available for delivery to each Project Participant by FMPPA in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that, regardless of the amount of Solar Product actually delivered in any given month, Project Participant shall be obligated to make its payments under SECTION 5 hereof all for non-energy related Project Related Costs.

SECTION 9. Accounting.

(a) FMPPA agrees to keep accurate records and accounts relating to the Solar II Project and relating to Monthly Energy Costs, and Project Related Costs, in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. Said accounts shall be audited annually, which audit may be conducted as part of and in connection with the normal year-end audit of FMPPA, by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by FMPPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by FMPPA to the Project Participant not later than 120 days after the end of each Contract Year.

(b) The Project Participant shall supply to FMPPA upon request a copy of the Project Participant's annual financial audit. Project Participant shall notify FMPPA in writing immediately upon becoming aware of any event that may negatively affect the Project Participant's credit rating or cause a Downgrade Event, as defined in the Solar PPA.

SECTION 10. Information to be Made Available.

(a) Based, in each case, upon the data most recently available to FMPPA pursuant to the Solar PPA, at intervals requested by Project Participant, FMPPA will prepare and issue to the Project Participant the following reports:

- (1) status of the Solar II Project annual budget,
- (2) status of construction of the Solar Facility during construction, as received from Seller, and
- (3) operating statistics relating to Solar II Project, as received from Seller

(b) Upon request, FMPPA shall furnish or otherwise make available to the Project Participant all other information which FMPPA receives from Seller pursuant to the Solar PPA.

(c) FMPPA shall promptly provide Project Participant copies of any notices made or received by FMPPA pursuant to the Solar PPA.

(d) Project Participant shall, upon request, furnish to FMPA all such information as is reasonably required by FMPA to carry out its obligations under this Power Sales Contract and the Solar PPA. As the Solar II Project is obligated to demonstrate creditworthiness as a requirement of the Solar PPA and report to Seller any Downgrade Event, Project Participants will cooperate with FMPA and will promptly notify FMPA of any event experienced by Project Participant that may cause or contribute to a Downgrade Event.

SECTION 11. Covenants.

(a) Project Participant Covenants. Project Participant agrees (1) to maintain its electric utility system in good repair and operating condition; (2) to cooperate with FMPA in the performance of the respective obligations of such Project Participant and FMPA under this Power Sales Contract; (3) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Power Sales Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric utility system; and (4) take such action and execute and deliver all documents and information reasonably necessary to enable FMPA to perform its obligations under the Solar PPA.

Project Participant agrees that any power purchase agreement entered into by Project Participant after the Effective Date of this Power Sales Contract, including, without limitation, any full-requirements power supply agreement, with any third party shall permit Project Participant to purchase and receive Solar Product pursuant to this Power Sales Contract.

(b) FMPA Covenants. FMPA covenants that it shall administer and enforce against the Seller the terms and conditions of the Solar PPA, including complying with any covenants required therein, as advised by the Solar II Project Committee and directed by the FMPA Board of Directors.

SECTION 12. Event of Default – Project Participant.

(a) Failure of the Project Participant to make to FMPA when due any of the payments for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Project Participant.

(b) Continuing Obligation, Right to Discontinue Service. In the event of any default referred to in this SECTION 12 hereof, the Project Participant shall not be relieved of its liability for payment of the amounts in default, plus reasonable attorney's fees and costs, and FMPA shall have the right to recover from the Project Participant any amount in default. In enforcement of any such right of recovery, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Project Participant, and FMPA shall, upon ten (10) days written notice to the Project Participant, cease and discontinue, either permanently or on a temporary basis, providing all or any portion of the Project Participant's Solar Entitlement Share, at the discretion of the Solar II Project Committee.

(c) Transfer of Solar Entitlement Shares Following Default. In the event of a default by any Project Participant and permanent discontinuance of service pursuant to this SECTION 12 of such Project Participant's Power Sales Contract, FMPA is hereby appointed the agent of such Project Participant for the

purpose of disposing of such Project Participant's Solar Entitlement Share and as such agent, FMPA shall proceed to dispose of such defaulting Project Participant's Solar Entitlement Share as follows:

(1) FMPA shall first offer to transfer to all other non-defaulting Project Participants a pro rata portion of the defaulting Project Participant's Solar Entitlement Share which shall have been discontinued by reason of such default. Any part of such Solar Entitlement Share of a defaulting Project Participant which shall be declined by any non-defaulting Project Participant shall be reoffered pro rata to the non-defaulting Project Participants which have accepted in full the first such offer; such reoffering shall be repeated until such defaulting Project Participant's Solar Entitlement Share has been reallocated in full or until all non-defaulting Project Participants have declined to take any portion or additional portion of such defaulting Project Participant's Solar Entitlement Share.

(2) In the event less than all of a defaulting Project Participant's Solar Entitlement Share shall be accepted by the other non-defaulting Project Participants pursuant to clause (1), FMPA shall, to the extent permitted by law, use commercially reasonable efforts to sell the remaining portion of a defaulting Project Participant's Solar Entitlement Share for the remaining term of such defaulting Project Participant's Power Sales Contract with FMPA. The agreement for such sale shall contain such terms and conditions, including provisions for discontinuance of service upon default, and as are otherwise acceptable to the Solar II Project Committee.

(3) Any portion of the Solar Entitlement Share of a defaulting Project Participant transferred pursuant to SECTION 12(c)(1) to a non-defaulting Project Participant shall become a part of and shall be added to the Solar Entitlement Share of such Project Participant(s), and each such Project Participant(s) shall be obligated to pay for its Solar Entitlement Share increased as aforesaid, as if the Solar Entitlement Share of such Project Participant(s), increased as aforesaid, had been stated originally as the Solar Entitlement Share of such Project Participant(s) in its Power Sales Contract with FMPA; provided, however, that the Project Participant assuming the defaulting Project Participant's Power Entitlement share shall not be liable for, and the defaulting Project Participant shall remain liable for, any amounts owed by the defaulting Project Participant prior to the assignment and assumption of the defaulting Project Participant's Power Entitlement Share.

(4) The defaulting Project Participant shall remain liable for all payments to be made on its part pursuant to the Power Sales Contract, except that the obligation of the defaulting Project Participant to pay FMPA shall be reduced to the extent that payments shall be received by FMPA, net of any administrative and reasonable attorney's fees and costs incurred by FMPA that is caused by the default, for that portion of the defaulting Project Participant's Solar Entitlement Share which may be transferred or sold or for the Solar Product associated therewith which may be sold as provided in clauses (1), (2), or (3) of this SECTION 12. Notwithstanding the foregoing, to the extent a defaulting Project Participant has failed to pay its Solar II Project invoice, in order to prevent FMPA from defaulting under the Solar PPA, the non-defaulting Project Participants' monthly Solar II Project invoices shall be increased on a pro rata basis, based on such Project Participants Solar Entitlement Shares, unless and until FMPA shall recover from the defaulting Project Participants amounts owed, upon which FMPA shall reimburse the non-defaulting Project Participants.

(d) Other Default by Project Participant. In the event of any default by the Project Participant under any other covenant, agreement or obligation of this Power Sales Contract which has not been cured within thirty (30) days after receipt of notice by FMPA, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation

of this Power Sales Contract against the Project Participant. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 13. Default by FMPA.

In the event of any default by FMPA under any other covenant, agreement or obligation of this Power Sales Contract, Project Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against FMPA. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 14. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of FMPA and the Project Participant shall continue as though no such proceedings had been taken.

SECTION 15. Waiver of Default.

Any waiver at any time by either FMPA or the Project Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 16. Relationship to and Compliance with Other Instruments.

The performance of FMPA under this Power Sales Contract is made subject to the terms and provisions of the Solar PPA.

SECTION 17. Measurement of Electric Energy.

FMPA will or will cause Seller to install, maintain, and operate the metering equipment, required to measure the quantities of Electric Energy produced and delivered from the Solar Facility in accordance with the Solar PPA. Each meter used pursuant to this SECTION 17 shall be tested and calibrated in accordance with the Solar PPA.

SECTION 18. Liability of Parties.

Any liability which is incurred by FMPA pursuant to the Solar PPA and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of FMPA derived from the Solar II Project, and any payments made by FMPA, or which FMPA is obligated to make, to satisfy such liability shall become part of Monthly Energy Costs, as required in order to satisfy the obligation of FMPA to make such payments as provided in the Solar PPA.

SECTION 19. Assignment or Sale of Project Participant's Solar Entitlement Share.

(a) Project Participant may terminate this Power Sales Contract upon 90 days advance written notice to FMPA and provided that Project Participant pay, prior to the termination date, the amounts set forth in this SECTION 19(a). Prior to the termination date, Project Participant shall pay to FMPA all stranded cost obligations, as determined by FMPA, to hold the other, non-terminating, Project Participants harmless from the costs associated with Project Participant's termination. For purposes of this SECTION 19(a), stranded cost obligations are defined as an estimate of the solar energy costs that FMPA will pay for the terminating Project Participant's Solar Entitlement Share during each remaining month of the remaining Initial Term of the Solar PPA based on a forecast of expected solar production. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PVsyst or its

successor/peer products) reflective of a degradation rate of 0.5% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the Solar PPA Initial Term. Upon such payment and termination, Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract. The terminating Project Participant's Solar Entitlement Share shall be allocated to the remaining Project Participants on a pro rata basis based on their Solar Entitlement Shares.

(b) Project Participant may assign this Power Sales Contract to another Project Participant or another FMPA member, provided that such assignee agrees to fully assume, and fully accept all terms and conditions of, this Power Sales Contract for the Term hereof. If assigned to a FMPA member that is not a Project Participant, such assuming FMPA member shall become a Project Participant upon its assumption of the Power Sales Contract. Upon such assignment and assumption, this Power Sales Contract shall terminate, and Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract.

(c) In the event the Project Participant shall determine that all or any amount of the Solar Product which can be produced from the Project Participant's Solar Entitlement Share are in excess of the requirements of the Project Participant, or Project Participant no longer desires to purchase and receive its Solar Entitlement Share, at the written request of the Project Participant, FMPA shall use commercially reasonable efforts to sell and transfer on behalf of such Project Participant for any period of time all or any part of such excess Solar Product to such other Project Participant or Participants as shall agree to take such Solar Product at such prices as may be agreed to, provided, however, that in the event the other Project Participants do not agree to take the entire amount of such excess, FMPA shall have the right, to the extent permitted by law, to dispose of such excess to other utilities. If all or any portion of such excess of the Project Participant's Solar Entitlement Share is sold pursuant to this SECTION 19(c), then the Project Participant's Solar Entitlement Share shall not be reduced, and the Project Participant shall remain liable to FMPA to pay the full amount due as if such sale had not been made; except that such liability shall be discharged to the extent that FMPA shall receive payment for such excess from the purchaser or purchasers thereof and that any amounts received by FMPA as payment for such excess which is greater than the liability owed by the Project Participant to FMPA in respect of such excess shall be promptly paid or credited by FMPA to the Project Participant.

SECTION 20. Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.

(a) This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in (1) SECTION 12 hereof in the event of a default; (2) SECTION 19(a), and (3) SECTION 20(b), neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. The Solar II Project Committee shall make a recommendation on any assignment of a Power Sales Contract hereunder to the FMPA Board of Directors for their action.

(b) Project Participant agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to FMPA and, in any event, will not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall, subject to the Solar PPA, assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, if any, and any such purchaser or lessee shall assume all obligations of the Project Participant under this Power Sales Contract; and (ii) FMPA shall by affirmative vote of the FMPA Solar II Project Committee reasonably determine that such

sale, lease, abandonment or other disposition will not materially adversely affect FMPA's ability to meet its obligations under the Solar PPA.

SECTION 21. Termination or Amendment of Contract.

(a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

(b) This Power Sales Contract may be terminated by FMPA by notice to the Project Participant upon an event of default by Project Participant that has not been cured in accordance with this Power Sales Contract.

(c) No Power Sales Contract entered into between FMPA and another Project Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Project Participants, and upon similar amendment being made to the Power Sales Contract of any other Project Participants requesting such amendment after receipt by such Project Participant of notice of such amendment.

SECTION 22. Notice and Computation of Time.

Any notice or demand by the Project Participant to FMPA under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission to the following:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.lamar.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

Any notice or demand by FMPA to the Project Participant under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission, and addressed to the Project Participant at the address set forth on Schedule 1 hereto.

A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day) and a notice of overnight mail or courier shall be deemed to have been received two (2) business days after it was sent or such earlier time as is confirmed by the receiving Party.

The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 23. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the laws of the State of Florida. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 25. Solar II Project Responsibility

This Power Sales Contract is a liability and obligation of the Solar II Project only. No liability or obligation under this Power Sales Contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of FMPA generally, any individual FMPA member other than Project Participant, or any of any other “project” of FMPA as that term is defined in the Interlocal Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

(SEAL)



Attest:

Sue Utley
Secretary or Assistant Secretary

FLORIDA MUNICIPAL POWER AGENCY

By: Robert G. Williams
General Manager & CEO

Date: 12/12/19

(SEAL)

THE CITY OF MOUNT DORA, FLORIDA

By: _____

Title: _____

Date: _____

Attest:

By: _____

Approved as to form and legal sufficiency:

By: _____

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

CITY OF MOUNT DORA

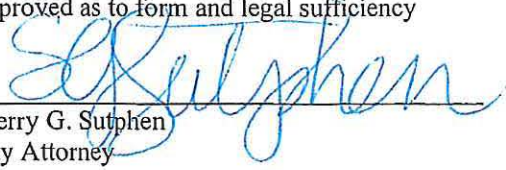
ATTEST:

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Date: _____

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency



Sherry G. Sutphen
City Attorney

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IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

Signatures on following pages

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

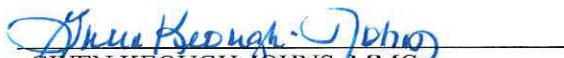
Secretary or Assistant Secretary

CITY OF MOUNT DORA



CATHERINE T. HOECHST
MAYOR of the City of Mount Dora

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Date: 12-5-2019

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
City Attorney

ATTACHMENT A
POWER PURCHASE AGREEMENTS

SOLAR POWER PURCHASE AGREEMENT

between

Florida Municipal Power Agency

as Buyer

and

FL Solar 7, LLC

as Seller

dated as of

December 12, 2019

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation.....	16
ARTICLE 2 TERM.....	17
2.1 Term.....	17
ARTICLE 3 OBLIGATIONS AND DELIVERIES	18
3.1 Product.....	18
3.2 Purchase and Sale.....	18
3.3 Contract Price.....	18
3.4 Project Capacity.....	18
3.5 Performance Excuses.....	19
3.6 Offsets, Allowances and Environmental Attributes.....	19
3.7 Station Service.....	20
3.8 Transmission.....	20
3.9 Scheduling.....	21
3.10 Sales for Resale.....	21
3.11 Operating Procedures.....	21
3.12 Regulatory Approvals.....	21
3.13 Standards of Care.....	22
3.14 Buyer Curtailment.....	22
3.15 Outage Notification.....	22
3.16 Operations Logs and Access Rights.....	23
3.17 Forecasting.....	24
3.18 Weather Station.....	24
3.19 Compliance Cost Cap.....	25
3.20 Production Guarantee.....	26
ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION.....	26
4.1 Project Development.....	26
4.2 Commercial Operation.....	26
4.3 Cure Period and Delay Damages.....	27
4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.....	28
ARTICLE 5 METERING AND MEASUREMENT.....	29
5.1 Metering System.....	29
5.2 Inspection and Adjustment.....	29
ARTICLE 6 EARLY TERMINATION.....	30
6.1 Early Termination.....	30
ARTICLE 7.....	31
EVENTS OF DEFAULT.....	31
7.1 Events of Default.....	31
7.2 Remedies; Declaration of Early Termination Date.....	32
7.3 Termination Payment.....	32
7.4 Notice of Payment of Termination Payment.....	33
7.5 Disputes with Respect to Termination Payment.....	33
7.6 Rights and Remedies Are Cumulative.....	33

7.7	Mitigation.	33
ARTICLE 8 PAYMENT		33
8.1	Billing and Payment.	33
8.2	Disputes and Adjustments of Invoices.	34
ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS		34
9.1	Insurance.	34
9.2	Grant of Security Interest.	34
9.3	Performance Assurance.	35
ARTICLE 10 REPRESENTATIONS, WARRANTIES AND COVENANTS		36
10.1	Representations and Warranties.	36
10.2	General Covenants.	37
10.3	Seller Covenants.	37
10.4	Buyer's Covenants.	37
ARTICLE 11 TITLE, RISK OF LOSS, INDEMNITIES		39
11.1	Title and Risk of Loss.	39
11.2	Indemnities by Seller.	39
11.3	Indemnities by Buyer.	39
ARTICLE 12 GOVERNMENTAL CHARGES		40
12.1	Cooperation.	40
12.2	Governmental Charges.	40
ARTICLE 13 CONFIDENTIAL INFORMATION		40
13.1	Confidential Information.	40
ARTICLE 14 ASSIGNMENT		42
14.1	Successors and Assigns; Assignment.	42
14.2	Collateral Assignment.	43
ARTICLE 15 FORCE MAJEURE		45
15.1	Force Majeure Events.	45
15.2	Extended Force Majeure Events.	45
ARTICLE 16 LIMITATIONS ON LIABILITY		45
16.1	Disclaimer of Warranties.	46
16.2	Limitations on Liability.	46
16.3	Buyer Liability.	46
ARTICLE 17 DISPUTE RESOLUTION		47
17.1	Intent of the Parties.	47
17.2	Management Negotiations.	47
17.3	Specific Performance and Injunctive Relief.	47
ARTICLE 18 NOTICES		48
18.1	Notices.	48
ARTICLE 19 MISCELLANEOUS		49
19.1	Effectiveness of Agreement; Survival.	49
19.2	Audits.	49
19.3	Amendments.	49
19.4	Waivers.	49
19.5	Severability.	49
19.6	Standard of Review.	50
19.7	Governing Law.	50
19.8	Waiver of Trial by Jury.	50

19.9	Attorneys’ Fees.....	51
19.10	No Third-Party Beneficiaries.	51
19.11	No Agency.....	51
19.12	Cooperation.	51
19.13	Further Assurances.	51
19.14	Captions; Construction.	51
19.15	Entire Agreement.	52
19.16	Forward Contract.....	52
19.17	Service Contract.	52
19.18	Counterparts.	52

Exhibit A	Contract Price & Option Price
Exhibit B	Description of Project
Exhibit C	Description of the Delivery Point
Exhibit D	Production Guarantee
Exhibit E	Form of Guaranty
Exhibit F	Form of Letter of Credit
Exhibit G	Seller Insurance Requirements
Exhibit H	Form of Surety Bond
Exhibit I	Form of Environmental Attributes Attestation and Bill of Sale
Exhibit J	Form of Lender Consent
Exhibit K	Participant List
Exhibit L	Form of Progress Report
Exhibit M	Form of FMPS Solar II Project Power Sales Contract

SOLAR POWER PURCHASE AGREEMENT (Solar II Project)

This SOLAR POWER PURCHASE AGREEMENT (this “**Agreement**”) is made this 12th day of December, 2019 (the “**Effective Date**”), by and between **the Florida Municipal Power Agency**, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“**Buyer**”) and FL Solar 7, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller intends to develop a photovoltaic solar energy generation facility of approximately 74.9 aggregate nameplate capacity on a site located in Putnam County, Florida, as further described in Exhibit B (the “**Project**”); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase and receive, all of the electric Energy and associated Capacity Attributes and Environmental Attributes from Buyer’s Share of the Project, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 *Definitions.*

“**AC**” means alternating current.

“**Abandon**” means after having commenced construction of the Project, Seller stops construction of the Project for more than ninety (90) consecutive days excluding cessation of construction work caused by the occurrence of a Force Majeure Event, Permitting Delay, or Transmission Delay and because of such stoppage Seller cannot reasonably demonstrate to Buyer that it will nonetheless be able to complete the Facility within the timeframe contemplated by this Agreement.

“**Adjustment Period**” has the meaning set forth in Section 5.2.

“**Affiliate**” means, with respect to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph hereof.

“Annual Energy Output Guarantee” has the meaning set forth in Exhibit D.

“Applicable Law” means, with respect to any Person or the Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, directives and requirements of all regulatory and other Governmental Authorities, in each case applicable to or binding upon such Person or the Project (as the case may be).

“Applicable REC Program” means, except as otherwise agreed by the Parties, the Green-e Renewable Energy Standard for the United States published by the Center for Resource Solutions, as may be amended, restated, supplemented, or otherwise modified from time to time, and any successor voluntary renewable energy program established as a replacement for such program.

“Bankrupt” means, with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is generally unable to pay its debts as they fall due, (v) been adjudicated bankruptcy or has filed a petition or an answer seeking an arrangement with creditors, (vi) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (vii) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (viii) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (ix) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day commences at 8:00 a.m. and ends at 5:00 p.m. local time for the location of the Site.

“Buyer” has the meaning set forth in the first paragraph of this Agreement.

“Buyer Curtailment Cap” means 33% of the Buyer’s Share of the Annual Energy Output listed in Table A of Exhibit D.

“Buyer Curtailment Order” means the instruction from Buyer to Seller to reduce Buyer’s Share of generation from the Project by the amount, and for the period of time set forth in such order, for reasons unrelated to a Planned Outage, Forced Outage, Force Majeure and/or Curtailment Period.

“Buyer Curtailment Period” means the period of time during which Seller reduces generation from the Project pursuant to a Buyer Curtailment Order. The Buyer Curtailment Period shall be inclusive of the time required for the Project to ramp down and ramp up.

“Buyer Excuses” has the meaning set forth in Section 3.5(b).

“Buyer’s Share” means 35.748%.

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project intended to value any aspect of the capacity of the Project to produce Energy or ancillary services. Notwithstanding any other provision hereof, Capacity Attributes do not include Environmental Attributes or Tax Attributes.

“Capacity Shortfall” means the difference between Buyer’s Share of the Expected Project Capacity and Buyer’s Share of the amount of Project capacity that has achieved Commercial Operation as of the applicable date.

“Capacity Shortfall Damages” has the meaning set forth in Section 4.4(b).

“Change of Law” means any enactment, adoption, promulgation, modification or repeal of any Applicable Law, or in the administration, interpretation or application thereof by any Governmental Authority occurring on or after the Effective Date.

“Commercially Reasonable” or **“Commercially Reasonable Efforts”** means, with respect to any purchase, sale, decision, or other action made, attempted or taken by a Party, such efforts as a reasonably prudent business would undertake for the protection of its own interest under the conditions affecting such purchase, sale, decision or other action, consistent with Prudent Operating Practices, including, without limitation, electric system reliability and stability, state or other regulatory mandates relating to renewable energy portfolio requirements, the cost of such action (including whether such cost is reasonable), the amount of notice of the need to take a particular action, the duration and type of purchase or sale or other action, and the commercial environment in which such purchase, sale, decision or other action occurs. “Commercially Reasonable” or “Commercially Reasonable Efforts” shall be reviewed and determined based upon the facts and circumstances known, or which could have been known with the exercise of reasonable efforts, at the time that a sale, purchase, or other action is taken and shall not be based upon a retroactive review of what would have been optimal at such time.

“Commercial Operation” means that (a) Seller has delivered to Buyer the Performance Assurance required under Section 9.3; (b) Seller has received all material Governmental

Approvals as may be required prior to commencing commercial operations by Applicable Law for the construction, operation and maintenance of the Project; and (c) the Project or any portion thereof, as applicable, is operating and able to produce and deliver, or make available for delivery, Energy at the Delivery Point.

“Commercial Operation Date” means the earlier of (a) the date on which Commercial Operation has occurred with respect to the full Expected Project Capacity and Seller has provided written notice of the Commercial Operation Date to Buyer; (b) [REDACTED] after the Target Commercial Operation Date (as may be extended by Permitted Extensions); and (c) the date the Termination Option is exercised.

“Compliance Cost Cap” has the meaning set forth in Section 3.18.

“Compliance Costs” means all reasonable out-of-pocket costs and expenses, including registration fees, volumetric fees, license renewal fees, external consultant fees and capital costs necessary for compliance, incurred by Seller and paid directly to third parties in connection with Seller’s compliance with obligations under any Applicable Law in connection with, as applicable, the qualification of the Project as a renewable energy resource, the certification and transfer of Environmental Attributes, and compliance with the Transmission Owner and Transmission Provider regulations and requirements applicable to the Project due to a Change of Law after the Effective Date which requires Seller to incur additional costs and expenses in connection with any of such obligations, in excess of the costs and expenses incurred for such obligations under Applicable Law in effect as of the Effective Date.

“Confidential Information” has the meaning set forth in Section 13.1.

“Connecting Utility” means the Person that owns the portion of the electric transmission system at the Interconnection Point.

“Continuation Option” has the meaning set forth in Section 4.4.

“Contract Price” has the meaning set forth in Exhibit A.

“Contract Year” means, after the Commercial Operation Date, a calendar year commencing HE 0100 on January 1 and ending on HE 2400 on December 31 of the same year; provided that, if this Agreement is terminated prior to its expiration, the Contract Year in which such termination occurs will end at HE 2400 on the termination date and if the Commercial Operation Date occurs a date other than January 1, the first Contract Year shall commence HE 0100 on the Commercial Operation Date, and all related provisions of this Agreement shall be adjusted for such condensed Contract Years on a pro rata basis.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all

reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with such Terminated Transaction.

“Credit Rating” means, (a) with respect to Seller, the rating then assigned to Seller's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) or if Seller does not have a rating for its senior unsecured long-term debt, then the rating then assigned to Seller as an issues rating by the Rating Agencies; and (b) with respect to Buyer, the rating then assigned to Buyer's long-term bonds secured by revenues of the FMPA Solar II Project or, if Buyer does not have a rating for its long-term bonds or no such bonds are issued and outstanding, then either (i) the rating then assigned to the electric or integrated utility system of each FMPA Solar II Project Participant or (ii) the rating then assigned to the municipality of which the FMPA Solar II Project Participant is a department.

“Creditworthy Entity” means an entity has a Credit Rating of BBB- from S&P or Baa3 from Moody's with a stable outlook.

“Curtailed Period” means the period of time during which there is any curtailment of delivery of the Product resulting from a reduction (including curtailment to zero output or non-dispatch) of the net electrical output of the Project from levels of net electrical output the Project would otherwise be capable of producing, including during a Transmission Interruption that prevents Buyer from receiving Energy at or Seller from delivering Energy to the Delivery Point, as directed or caused by the Transmission Provider, a Governmental Authority, or Transmission Owner not due to actions or omissions of Seller or an Affiliate of Seller.

“Daily Delay Damages” means an amount equal to (a) \$ [REDACTED] multiplied by the number of MWs of Capacity Shortfall, divided by (b) [REDACTED].

“Damages Rate” has the meaning set forth in Exhibit D.

“Day” or “day” means a period of twenty-four (24) consecutive hours beginning at 00:00 hours local time at the Site location on any calendar day and ending at 24:00 hours local time at the Site location on the same calendar day.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be determined using relevant Project availability, weather and other pertinent data for the period of time during the Buyer Curtailment Period.

“Default Commercial Operation Date” means December 31, 2023 or, if there is an ITC Extension, the deadline for the Project to be placed in service to retain its eligibility for a 30% investment tax credit under such extension.

“Delivered Energy” means Buyer’s Share of all Energy produced from the Project and delivered or made available at the Delivery Point, which shall be net of all Station Service and electrical losses associated with the transmission of the Energy to the Delivery Point, including, if applicable, any transmission or transformation losses between the Metering System and the Delivery Point.

“Delivery Term” means the period of time commencing upon the Initial Energy Delivery Date and terminating at the end of the Term.

“Delivery Point” means the point, more specifically described in Exhibit C, where Seller’s Interconnection Facilities connect to the Transmission Owner’s Interconnection Facilities, which shall be the point of interconnection under the Interconnection Agreement.

“Disclosing Party” has the meaning set forth in Section 13.1.

“Dispute” has the meaning set forth in Section 17.1.

“Downgrade Event” refers to any point in time (a) with respect to either Party or its Guarantor’s Credit Rating falls below Investment Grade; and (b) with respect to Buyer, (i) any Credit Rating of Buyer’s long-term bonds secured by the revenues of the FMPA Solar II Project falls below Investment Grade; (ii) if Buyer does not have a Credit Rating for its long-term bonds or no such bonds are issued and outstanding, then (A) less than 65% of the FMPA Solar II Project Participant Entitlement Shares are held by FMPA Solar II Project Participants that have a Credit Rating, or (B) the Credit Ratings then assigned to the electric or integrated utility systems of FMPA Solar II Project Participants with Credit Ratings equals at least thirty five percent (35%) of the Expected Project Capacity or Installed Capacity, as applicable, falls below Investment Grade; or (iii) if the FMPA Solar II Project Participant Covenants in any FMPA Solar II Project Power Sales Contract are amended, modified or altered in a manner which materially adversely impacts the ability of the FMPA Solar II Project to perform and pay its obligations under this Agreement and Seller does not consent thereto, such consent not to be unreasonably withheld, conditioned or delayed.

“Early Termination Date” has the meaning set forth in Section 7.2(a).

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Energy” means electric energy generated by the Project, which shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current and expressed in units of megawatt-hours.

“Environmental Attribute” means any and all presently existing or future benefits, emissions reductions, environmental air quality credits, emissions reduction credits, greenhouse gas emissions, Renewable Energy Credits, offsets and allowances, green tag or other transferable indicia attributable to the Project during the Term, howsoever entitled or named, resulting from the generation of renewable energy or the avoidance, reduction,

displacement or offset of the emission of any gas, chemical or other substance, including any of the same arising out of presently existing or future legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (“UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency, or any successor state or federal agency given jurisdiction over a program involving transferability of Environmental Attributes, and any renewable energy certificate reporting rights to such Environmental Attributes. Notwithstanding any other provision hereof, Environmental Attributes do not include: (a) any Tax Attributes, (b) state, federal or private grants related to the Project, (c) Energy, or (d) Capacity Attributes.

“Equitable Defenses” means any bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and, with regard to equitable remedies, the discretion of the court before which proceedings may be pending to obtain same.

“Event of Default” has the meaning set forth in Section 7.1.

“Executives” has the meaning set forth in Section 17.2(a).

“Expected Project Capacity” has the meaning set forth in Section 3.4.

“FMPA Solar II Project” means the joint-action solar project created by the FMPA Board of Directors pursuant to FMPA Resolution 2019-B12, dated December 12, 2019.

“FMPA Solar II Project Participant Covenants” means the covenants by each FMPA Solar II Project Participant in the applicable FMPA Solar II Project Power Sales Contract: (a) that the payments which the FMPA Solar II Project Participant is required to make under the applicable FMPA Solar II Project Power Sales Contract constitute an obligation payable as an operating expense of the FMPA Solar II Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system; (b) that upon the failure of any other FMPA Solar II Project Participant(s) to make payments owed to FMPA under the applicable FMPA Solar II Project Power Sales Contract, to pay to Buyer such non-defaulting FMPA Solar II Project Participant’s pro rata share of the amounts owed by the defaulting FMPA Solar II Project Participant(s), and (c) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient to meet the operation and maintenance expenses of such electric utility system, including all sums owed to Buyer pursuant to the FMPA Solar II Project Power Sales Contract.

“FMPA Solar II Project Participant” means a municipality or municipal electric utility that is a member of Buyer and a member of the FMPA Solar II Project, all of which are listed on Exhibit K, as may be updated from time to time in accordance with this Agreement.

“FMPA Solar II Project Participant Entitlement Share” means, as to each FMPA Solar II Project Participant, the participant’s individual undivided pro rata entitlement share of the Expected Project Capacity or Installed Capacity, as applicable.

“FMPA Solar II Project Power Sales Contracts” means a Power Sales Contract between a FMPA Solar II Project Participant and Buyer for the sale of FMPA Solar II Project Participant Entitlement Share by Buyer to such FMPA Solar II Project Participant, substantially in the form of Exhibit M.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Project or unavailability of the Project in an amount greater than ten percent (10%) of the Installed Capacity in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction, or any other unavailability of the Project for maintenance or repair that is not a Planned Outage, due to a Buyer Curtailment Order or during a Curtailment Period, or the result of a Force Majeure Event.

“Force Majeure Event” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, other than the obligation to pay amounts due, but only to the extent (1) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (2) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which, by the exercise of due diligence, such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (3) such event is not the direct or indirect result of the fault or negligence of the Party seeking to have its performance obligations excused thereby.

- (a) Subject to the foregoing, events that could qualify as a Force Majeure Event include, but are not limited to the following:
 - (i) acts of God, flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcano, other natural disaster or unusual or extreme adverse weather-related events;
 - (ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation;
 - (iii) except as set forth in subpart (b)(vii) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);
 - (iv) environmental and other contamination at or affecting the Project;

- (v) accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to or adjuncts of shipping or navigation, or quarantine;
- (vi) nuclear emergency, radioactive contamination or ionizing radiation or the release of any hazardous waste or materials;
- (vii) air crash, shipwreck, train wrecks or other failures or delays of transportation;
- (viii) vandalism beyond that which could be reasonably prevented by Seller;
- (ix) the discovery of Native American burial grounds not evidenced in Seller's Phase I environmental assessment of the Site;
- (x) the discovery of endangered species, as defined by Law; and
- (xi) breakdown or failure of equipment as a result of a serial manufacturer defect or flaw.

(b) A Force Majeure Event shall not be based on:

- (i) Buyer's inability economically to use or resell the Product purchased hereunder;
- (ii) Seller's ability to sell the Product at a price greater than the price set forth in this Agreement;
- (iii) Seller's inability to obtain Governmental Approvals or other approvals of any type for the construction, operation, or maintenance of the Project, except to the extent caused by a Force Majeure Event;
- (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Project, except to the extent Seller's inability to obtain sufficient labor, equipment, materials, or other resources is caused by a Force Majeure Event;
- (v) Seller's failure to obtain financing or other funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement; or
- (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller or Seller's Affiliates.

"Force Majeure Extension" has the meaning set forth in Section 4.2(b)(iii).

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Delivery Term, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation,

reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes.

“Governmental Approvals” means all authorizations, consents, certifications, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Project.

“Governmental Authority” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity having jurisdiction over either Party, the Project, the Site, Seller’s Interconnection Facilities, the Transmission Owner’s Interconnection Facilities, or the Transmission System, including the Transmission Provider and NERC; *provided, however,* that “Governmental Authority” will not in any event include any Party.

“Governmental Charges” has the meaning set forth in Section 12.2.

“Guarantor” means an entity which at the time it is to provide a Guaranty (a) has a Credit Rating of at least BBB from S&P or Baa2 from Moody’s if rated by only one Ratings Agency or at least BBB- from S&P and Baa3 from Moody’s if rated by both Ratings Agencies, and (b) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction.

“Guaranty” means a Guaranty substantially in the form of Exhibit E.

“Initial Energy Delivery Date” means the first date that Seller delivers or makes available Energy from the Project to Buyer at the Delivery Point.

“Initial Negotiation End Date” has the meaning set forth in Section 17.2(a).

“Initial Term” has the meaning set forth in Section 2.1.

“Installed Capacity” has the meaning set forth in Section 3.4.

“Interconnection Agreement” means the interconnection service agreement or agreements entered into by and among, as applicable, the Transmission Provider, the Transmission Owner, and the Seller (or Seller’s Affiliate and made available to Seller) pursuant to which the Project will be interconnected with the Transmission System.

“Interconnection Delay” has the meaning set forth in Section 4.2(b)(i).

“Interest Payment Date” means the last Business Day of each calendar month.

“Interest Rate” means the lower of (i) annual rate equal to the Prime Rate then in effect plus ten percent (10%) and (ii) the maximum interest permitted by Applicable Law.

“Interlocal Agreement” means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

“Investment Grade” means a Credit Rating of BBB- from S&P or Baa3 from Moody’s with a stable outlook.

“ITC Extension” means an extension of the December 31, 2023 deadline in section 48(a)(7)(B) for the U.S. Tax Code for the Project to be placed in service to qualify for a 30% investment tax credit.

“Letter(s) of Credit” means one or more irrevocable, transferable standby letters of credit, substantially in the form of Exhibit F, issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- from S&P or A3 from Moody’s, with a “stable outlook” by either S&P or Moody’s and having assets of at least \$ [REDACTED], in a form acceptable to the Party in whose favor the letter of credit is issued.

“Losses” means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from a Terminated Transaction for the remaining term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes and, if applicable, the value of any resulting loss or recapture of Tax Attributes.

“Manager” has the meaning set forth in Section 17.2(a).

“Metering System” means all meters, metering devices and related instruments used to measure and record Energy and to determine the amount of such Energy that is being made available or delivered to Buyer at the Delivery Point for the purpose of this Agreement.

“Meter Owner” shall be the Party that owns the Metering System.

“Moody’s” means Moody’s Investor Service, Inc. or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“MW” means a megawatt (or 1,000 kilowatts) of AC electric generating capacity.

“MWh” means a megawatt hour of Energy.

“NERC” means the North American Electric Reliability Corporation.

“Non-Defaulting Party” has the meaning set forth in Section 7.2.

“Notice” has the meaning set forth in Section 18.1.

“Operating Procedures” has the meaning set forth in Section 3.11.

“Option Price” means the applicable price set forth in the Option Price Table in Exhibit A.

“PA Beneficiary” has the meaning set forth in Article 9.

“PA Provider” means the Party that has provided or is required to provide the applicable Performance Assurance.

“Parties” has the meaning set forth in the first paragraph of this Agreement.

“Party” has the meaning set forth in the first paragraph of this Agreement.

“Performance Assurance” means collateral provided by a Party to secure such Party’s obligations hereunder. Performance Assurance may be in the form of (i) Letter(s) of Credit, (ii) Cash, (iii) Surety Bond and/or (iv) a Guaranty.

“Permitted Extensions” means the extensions to the Target Commercial Operation Date set forth in Section 4.2.

“Permitting Delay” has the meaning set forth in Section 4.2(b)(ii).

“Person” means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity, municipality, limited liability company or any other entity of whatever nature.

“Planned Outage” means the removal of the all or a portion of the Project from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller’s sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during the Project’s operations, and (c) causes the generation level of the Project to be reduced by at least ten

percent (10%) of the Installed Capacity. To the extent there are multiple Project Offtakers, any reduction in generation will be allocated to Buyer pro rata based on Buyer's Share.

"Prime Rate" means the interest per annum equal to the prime rate as published in The Wall Street Journal or comparable successor publication under "Money Rates," as applied on a daily basis, determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

"Product" has the meaning set forth in Section 3.1.

"Production Guarantee Damages" has the meaning set forth in Exhibit D.

"Production Shortfall" has the meaning set forth in Exhibit D.

"Project" has the meaning set forth in the Recitals to this Agreement.

"Project Cure Period" has the meaning set forth in Section 4.3(a).

"Project Investor" or **"Project Investors"** means any and all Persons or successors in interest thereof (a) lending money, extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project and the related rights from Seller; or (b) participating (directly or indirectly) as an equity investor (including a Tax Equity Investor) in the Project; or (c) any lessor under a lease finance arrangement relating to the Project.

"Project Offtaker" means the counterparty to a contract for the purchase of Energy. For the avoidance of doubt, the same entity may be deemed separate Project Offtakers to the extent it is party to multiple contracts for the purchase of Energy.

"Prudent Operating Practices" means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for solar facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Applicable Law, reliability, safety, environmental protection and standards of economy and expedition. Prudent Operating Practices is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the industry.

"Qualified Transferee" means any person or entity that (a) has an equal or better credit rating than the Seller and satisfies the collateral requirements of the Seller set forth in the

Agreement, (b) provides replacement Performance Assurance from a PA Provider with an Investment Grade Credit Rating and assets of at least \$ [REDACTED], (c) has (or has contracted with for the purpose of this Agreement), or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED] years, solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED], and (d) that expressly assumes in writing all obligations of the Seller under this Agreement.

“Ratings Agency” means either of S&P or Moody’s.

“Receiving Party” has the meaning set forth in Section 13.1.

“Referral Date” has the meaning set forth in Section 17.2(a).

“Renewable Energy Credits” or **“RECs”** means any credits, certificates, green tags or similar environmental or green energy attributes associated with one MWh of electricity generated by the Project created by the Applicable REC Program.

“Renewal Term” has the meaning set forth in Section 2.1.

“S&P” means Standard & Poor’s Rating Group or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“Sales Price” means to the extent Seller, acting in a Commercially Reasonable manner, sells any Product that Buyer does not receive, (i) the price Seller actually receives for such Product, or at Seller’s option, the market price at the Delivery Point for such Product not received as determined by Seller in a Commercially Reasonable manner; less (ii) any costs reasonably incurred by Seller in reselling such Product; provided, however, in no event shall the Sales Price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability.

“SEC” means the U.S. Securities and Exchange Commission.

“Seller” has the meaning set forth in the first paragraph of this Agreement.

“Seller Excuses” has the meaning set forth in Section 3.5(a).

“Seller’s Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Project with the Transmission System up to, and on Seller’s side of, the Delivery Point.

“Seller’s Replacement Costs” has the meaning set forth in Section 3.5(c).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other.

“Site” has the meaning set forth in the Recitals.

“Station Service” means the electric energy from the Transmission System or produced by the Project that is used by the Project to power the lights, motors, control systems and other auxiliary electrical loads that are necessary for testing or operation of the Project.

“Surety Bond” means a bond, substantially in the form of Exhibit H, which provides for payment to the other Party upon demand and which is issued by a commercial entity with (i) a Credit Rating from one or both of S&P and Moody’s, which Credit Rating is at least “A-” from S&P (if such entity has a Credit Rating from S&P) and “A3” from Moody’s (if such entity has a Credit Rating from Moody’s), in each case not on negative credit watch, and (ii) having a net worth of at least \$ [REDACTED] at the time of issuance of the bond.

“System Emergency” means a condition on the Transmission System, at the Project, or on Seller’s Interconnection Facilities or Transmission Owner’s Interconnection Facilities, which condition is likely to result in imminent significant disruption of service to Transmission System customers or is imminently likely to endanger life or property, and includes any condition during which Seller is directed by Transmission Provider to reduce or cease generation for any period of time on account of an emergency.

“Target Commercial Operation Date” means the date that is the latter of (a) 365 days after the Transmission Service Deadline and (b) December 31, 2023.

“Tax Attributes” means (a) investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under federal, state or other Law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, payments in lieu thereof and accelerated and/or bonus depreciation); and (b) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project.

“Tax Equity Investor” means an investor that has acquired an equity interest in Seller pursuant to a financing structure that assigns such investor all rights, title and benefits to the Tax Attributes of Seller.

“Term” means the Initial Term plus any Renewal Terms.

“Terminated Transaction” means the termination of this Agreement in accordance with Section 7.2 of this Agreement.

“Termination Option” has the meaning set forth in Section 4.4.

“Termination Payment” has the meaning set forth in Section 7.3.

“Test Energy” means Buyer’s Share of the Energy generated by the Project and delivered to the Delivery Point prior to the Commercial Operation Date.

“Transfer Taxes” has the meaning set forth in Section 3.3(d).

“Transmission Delay Damages” means the liquidated damages Buyer shall owe Seller in the event Buyer is unable to receive any Delivered Energy due to a failure of obtaining transmission service by the Transmission Service Deadline, as calculated pursuant to Section 4.3.

“Transmission Interruption” means a transmission outage or curtailment directed or caused by the Transmission Owner, Transmission Provider or a Governmental Authority in connection with a System Emergency on the Transmission System that prevents or limits Buyer’s ability to receive Energy at the Delivery Point not due to actions or omissions of Buyer or an Affiliate of Buyer.

“Transmission Owner” means the entity that owns the transmission or distribution system to which the Project interconnects.

“Transmission Owner’s Interconnection Facilities” means the interconnection facilities and related assets that are or will be owned by the Transmission Owner that are required to connect the Project with the Transmission System, as further described in the Interconnection Agreement.

“Transmission Provider” means the regional transmission organization with jurisdiction over the location of the Site or, if none, then the applicable balancing authority for the Site. For the avoidance of doubt, the Transmission Provider and the Transmission Owner may be the same entity.

“Transmission Service Deadline” means the date that is one-hundred and twenty (120) days from Buyer’s receipt from Seller of a copy of the final interconnection facilities study report for the interconnection of the Project.

“Transmission System” means the distribution or transmission system to which the Project interconnects.

1.2 Interpretation.

The following rules of construction shall be followed when interpreting this Agreement except to the extent the context otherwise requires:

- (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter;
- (b) words used or defined in the singular include the plural and vice versa;
- (c) references to Articles and Sections refer to Articles and Sections of this Agreement;

(d) references to Annexes, Exhibits and Schedules refer to the Annexes, Exhibits and Schedules attached to this Agreement, each of which is made a part hereof for all purposes;

(e) references to Applicable Laws refer to such Applicable Laws as they may be amended from time to time, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law and any rules and regulations promulgated thereunder;

(f) terms defined in this Agreement are used throughout this Agreement and in any Annexes, Exhibits and Schedules hereto as so defined;

(g) references to money refer to legal currency of the United States of America;

(h) the words “includes” or “including” shall mean “including without limitation;”

(i) the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Article or Section in which such words appear, unless otherwise specified;

(j) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(k) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

(l) the word “or” will have the inclusive meaning represented by the phrase “and/or;”

(m) the words “shall” and “will” mean “must”, and shall and will have equal force and effect and express an obligation; and

(n) the words “writing,” “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

ARTICLE 2 TERM

2.1 *Term.*

The “**Initial Term**” of this Agreement shall commence on the date hereof and continue until the latter of (a) the date the Agreement is terminated in accordance with its terms, or (b) the date that is 20 Contract Years following the Commercial Operation Date. Buyer shall have the option to extend the term of the Agreement twice (each, a “**Renewal Term**”) by providing Seller written notice of extension no less than 365 days prior to the end of the Initial Term or the first Renewal Term, as applicable. Each Renewal Term shall commence at HE 0100 on the date immediately

following the last day of the Initial Term or first Renewal Term, as applicable, and extend for a period of 5 years, unless sooner terminated in accordance with the terms hereof.

ARTICLE 3 OBLIGATIONS AND DELIVERIES

3.1 *Product.*

The “Product” to be delivered and sold by Seller and received and purchased by Buyer under this Agreement is the Delivered Energy and all associated Environmental Attributes and Capacity Attributes.

3.2 *Purchase and Sale.*

Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, and Buyer shall pay Seller for the Product in accordance with the terms hereof.

3.3 *Contract Price.*

(a) Seller shall provide no less than ten (10) days’ notice prior to the Initial Energy Delivery Date, which shall not occur prior to the Transmission Service Deadline without the prior written consent of Buyer.

(b) Buyer shall pay Seller the Contract Price for all Test Energy.

(c) On and after the Commercial Operation Date, Buyer shall pay Seller for the Product an amount equal to the Contract Price for each MWh of Delivered Energy.

(d) In addition to the amounts otherwise payable by Buyer in accordance with this Section 3.3, Buyer shall pay all applicable sales, use excise, ad valorem, transfer and other similar taxes associated with the sale of Product by Seller to Buyer (“**Transfer Taxes**”), but excluding in all events taxes based on or measured by net income, that are imposed by any taxing authority arising out of or with respect to the purchase or sale of Product (regardless of whether such Transfer Taxes are imposed on Buyer or Seller), together with any interest, penalties or additions to tax payable with respect to such Transfer Taxes.

3.4 *Project Capacity.*

The “**Expected Project Capacity**” is the expected nameplate capacity of the Project as of the Effective Date, as set forth in Exhibit B. The “**Installed Capacity**” shall be the actual capacity of the Project that is able to generate and deliver Energy to the Delivery Point and has otherwise achieved Commercial Operation as of the Commercial Operation Date. Throughout the Delivery Term, Seller shall sell all Product solely to Buyer, except in the case of an Event of Default of Buyer or other failure of Buyer to receive the Product, or during a Force Majeure Event where Buyer is prevented from accepting delivery of the Product.

3.5 *Performance Excuses.*

(a) The obligations of Seller to deliver or make available the Product to Buyer at the Delivery Point shall be excused only (i) during periods of Force Majeure, (ii) by Buyer's failure to perform its obligation to receive the Product at the Delivery Point or other Buyer Event of Default, (iii) during Curtailment Periods, (iv) during Buyer Curtailment Periods, and (v) during Planned Outages ("**Seller Excuses**").

(b) The obligations of Buyer to receive and pay for the Product shall be excused only (i) during periods of Force Majeure, (ii) by Seller's failure to perform its obligations to generate and deliver Product to the Delivery Point or other Seller Event of Default, or (iii) during a Transmission Interruption event ("**Buyer Excuses**").

(c) If Buyer fails to receive all or part of the Product and such failure is not excused due to Buyer Excuses, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the Month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price ("**Seller's Replacement Costs**").

(d) Seller shall include in a monthly invoice delivered to Buyer pursuant to Section 8.1 the amounts owed by Buyer pursuant to Section (a) and a description, in reasonable detail, of the calculation of Seller's Replacement Costs.

3.6 *Offsets, Allowances and Environmental Attributes.*

(a) Buyer shall be entitled to all Environmental Attributes resulting from the generation of Energy that is actually purchased by Buyer pursuant to this Agreement. Buyer shall not be entitled to any Environmental Attributes resulting from the generation of Energy that Buyer, for any reason, does not accept and purchase under this Agreement. Upon no less than twenty (20) Business Days' advance notice, Buyer may request Seller provide Buyer or Buyer's designee evidence of the transfer of the RECs on a quarterly basis during the Delivery Term in an Environmental Attributes Attestation and Bill of Sale substantially in the form attached as Exhibit I or, as applicable, an attestation that is the then-currently required attestation of the Applicable REC Program.

(b) Seller shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Project, (ii) any cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project or Environmental Attributes, and (iii) any Environmental Attributes that the Buyer is not entitled to pursuant to the provisions of Section 3.6(a). Buyer acknowledges that Seller has the right to sell any Environmental Attributes to which it is entitled pursuant to this Section 3.6(b) to any Person other than Buyer at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Buyer hereunder. Buyer shall have no claim, right or interest in such Environmental Attributes or in any amount that Seller realized from the sale of such Environmental Attributes.

(c) Seller shall bear all risks, financial and otherwise throughout the Term, associated with Seller's or the Project's eligibility to receive any Tax Attributes, or to qualify for accelerated or bonus depreciation for Seller's accounting, reporting or tax purposes, except to the extent Buyer incurs liability under this Agreement in connection with relevant Losses and indemnification obligations. The obligations of the Parties hereunder, including those obligations set forth herein regarding the sale, purchase and price for and Seller's obligation to generate and deliver the Product and Environmental Attributes, shall be effective regardless of whether the generation of Product or sale and delivery of any Delivered Energy from the Project is eligible for, or receives Tax Attributes or to qualify for accelerated or bonus depreciation during the Term.

3.7 Station Service.

If Buyer or any of its Affiliates provides retail electric service in the service territory in which the Project is located, then if requested by Seller, Buyer or such Affiliate shall provide Station Service to the Project (including Seller's Interconnection Facilities) as requested by Seller during construction and operation of the Project at the rates and on the terms set forth in the applicable tariff(s) on a non-discriminatory basis with other customers in the same rate class as Seller.

3.8 Transmission.

(a) Seller shall be responsible for obtaining interconnection service for the Project so that Seller can deliver the Product to the Delivery Point in accordance with applicable Transmission Provider interconnection requirements. Seller shall be responsible for all costs to design, equip, construct and maintain the interconnection facilities necessary to deliver Energy from the Project to the Delivery Point. Seller shall be responsible for receiving Network Resource Interconnection Service (or its equivalent) from the Transmission Provider in accordance with the Transmission Provider's Large Generator Interconnection Procedures ("**LGIP**") including funding of any Network Upgrades, as defined in therein. In the event that Seller is not repaid all Seller-funded amounts for such Network Upgrades within five (5) years after the Commercial Operation Date, Seller may, subject to Buyer's consent, such consent not to be unreasonably withheld, assign to Buyer its rights under the LGIP and Interconnection Agreement to repayment of such unpaid amounts. For the avoidance of doubt, Buyer's consent may be withheld if, without otherwise limiting its right to reasonably withhold consent, Buyer is not reasonably satisfied with the terms and conditions of the Interconnection Agreement or other relevant agreement between Buyer and the Transmission Provider with regard to the Network Upgrade refunding or transmission credit procedures. If Buyer consents to such assignment, then Buyer shall pay to Seller each month an amount equal to the amount Buyer receives from Transmission Provider as a transmission credit or other form of reimbursement for such Network Upgrades during the preceding month until such time as Seller has been fully reimbursed for its Network Upgrade finding. Notwithstanding anything in this Section 3.8(a), Buyer shall not be obligated to pay Seller any amount related to the Network Upgrades for which Buyer has not received a related transmission credit or other form of reimbursement from the Transmission Provider.

(b) Buyer shall be responsible for arranging for all transmission services required to effectuate Buyer's receipt of the Product at and from the Delivery Point, including, without limitation, obtaining firm transmission service, in an amount of capacity equal to the Expected Project Capacity, and shall be responsible for the payment of any charges related to such

transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, transaction charges and line losses. The Parties acknowledge that the Contract Price does not include charges for such transmission services, all of which shall be paid by Buyer.

(c) In the event that the Transmission Provider or any other properly authorized Person exercising control over the Transmission Owner's Interconnection Facilities or the Transmission System takes any action or orders Seller or Buyer to take any action that affects Buyer's ability to take delivery of Energy hereunder not caused by or resulting from Seller's act or omission, a Curtailment Period, Transmission Interruption, or Force Majeure, Buyer shall use its Commercially Reasonable Efforts to attempt (at its own cost and expense) to mitigate the adverse effects of such action(s) on Buyer's ability to perform its obligations hereunder, including, without limitation, redispatching its other generation resources, if any.

3.9 *Scheduling.*

Buyer shall be responsible for the scheduling of all Delivered Energy during the Delivery Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission Provider, Transmission Owner, or any other Persons. Buyer shall be responsible for the payment of all charges associated with such scheduling activities, including, without limitation, any imbalance charges.

3.10 *Sales for Resale.*

All Delivered Energy delivered to Buyer hereunder shall be sales for resale. Buyer shall provide Seller with any documentation reasonably requested by Seller to evidence that the deliveries of Delivered Energy hereunder are sales for resale.

3.11 *Operating Procedures.*

Seller and Buyer will endeavor to develop written operating procedures ("**Operating Procedures**") not less than sixty (60) days before the Initial Energy Delivery Date, which Operating Procedures shall only be effective if made by mutual written agreement of Seller and Buyer. The Parties agree that the Operating Procedures that they will endeavor to establish will cover the protocol under which the Parties will perform certain obligations under this Agreement and will include, but will not be limited to, procedures concerning the following: (1) the method of day-to-day communications; (2) key contacts for Seller and Buyer; and (3) reporting of scheduled maintenance, maintenance outages, Buyer Curtailment Orders, Force Majeure Events, and Forced Outages of the Project.

3.12 *Regulatory Approvals.*

(a) Seller and Buyer each agree to use their Commercially Reasonable Efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This

provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

(b) Buyer shall apply for and shall diligently pursue designation of the Expected Project Capacity as a network resource or otherwise secure a firm delivery path for the Delivered Energy from the Delivery Point to and over the Transmission System. Buyer shall use Commercially Reasonable Efforts to submit an application to obtain a network resource designation or similar firm transmission rights for the Expected Project Capacity not later than thirty (30) Business Days following the Effective Date and to secure such rights no later than the Transmission Service Deadline. Notwithstanding anything to the contrary herein, Seller shall not incur liability for any delays hereunder to the extent such delays are caused by Buyer's failure or inability to secure transmission service in accordance with this Section 3.13(b). Upon Buyer's request, Seller shall use Commercially Reasonable efforts to cooperate with Buyer and provide such information as necessary to assist Buyer in obtaining firm transmission service.

(c) Following the Effective Date of this Agreement, each Party shall promptly seek to obtain all other licenses, permits and approvals necessary to perform its obligations hereunder.

3.13 Standards of Care.

(a) Seller shall comply with all applicable requirements of Applicable Law, the Transmission Provider and NERC relating to the Project (including those related to construction, ownership, interconnection and operation of the Project).

(b) As applicable, each Party shall perform all generation, scheduling and transmission services in compliance with all applicable operating policies, criteria, rules, guidelines, tariffs and protocols of the Transmission Provider and Prudent Operating Practices.

(c) Seller agrees to abide by all applicable (i) NERC reliability requirements, including all such reliability requirements for generator owners and generator operators, and (ii) all applicable requirements regarding interconnection of the Project, including the requirements of the interconnected Transmission Owner and the Transmission Provider.

3.14 Buyer Curtailment.

Except to the extent compliance would directly cause loss or recapture of any Tax Attributes, Seller shall reduce Buyer's Share of generation from the Project as required pursuant to a Buyer Curtailment Order, provided that (a) the Buyer Curtailment Period shall not exceed the Buyer Curtailment Cap cumulatively per Contract Year (which may be consecutive or non-consecutive); and (b) Buyer shall pay Seller the Contract Price for Deemed Delivered Energy associated with a Buyer Curtailment Period. If multiple Project Offtakers issue overlapping Buyer Curtailment Orders, then any Deemed Delivered Energy during such period shall be allocated to Buyer on a pro rata basis in accordance with its Buyer's Share.

3.15 Outage Notification.

(a) Seller shall schedule Planned Outages for the Project in accordance with Prudent

Operating Practices and with the prior written consent of Buyer, which consent may not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that in all circumstances, Prudent Operating Practices shall dictate when Planned Outages should occur. Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year by submitting a written Planned Outage schedule no later than August 1st of each year during the Delivery Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld, conditioned or delayed. Buyer shall promptly respond with its approval or with reasonable modifications to the proposed Planned Outage schedule and Seller shall use its best efforts in accordance with Prudent Operating Practices to accommodate Buyer's requested modifications and deliver the final Planned Outage schedule to Buyer. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Prudent Operating Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld, conditioned or delayed. Seller shall use its best efforts in accordance with Prudent Operating Practices not to schedule Planned Outages during the period of April 1st through October 31st. Seller shall not substitute Energy from any other source for the output of the Project during a Planned Outage.

(b) In addition to Planned Outages, Seller shall use Commercially Reasonable Efforts to promptly notify Buyer of any Forced Outage lasting for more than sixty (60) consecutive minutes. Such Notices shall contain information describing the nature of the Forced Outage, the beginning date and time of such Forced Outage, the expected end date and time of such Forced Outage, the amount of Energy that Seller expects will be provided to the Delivery Point during such Forced Outage, and any other information reasonably requested by Buyer. With respect to any such Forced Outage, Seller shall provide Buyer with such Notice by any reasonable means requested by Buyer, including by telephone or electronic mail.

3.16 Operations Logs and Access Rights.

(a) Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, efficiency, availability, maintenance performed, Planned Outages, Forced Outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Seller shall maintain this information for at least two (2) years and, to the extent consistent with Applicable Law, shall provide this information electronically to Buyer within fifteen (15) days of Buyer's reasonable request.

(b) Buyer, its authorized agents, employees or inspectors shall have the right to visit the Site up to five (5) times per calendar year during normal business hours upon reasonable advance Notice and for any purposes reasonably connected with this Agreement; *provided*, that Buyer shall observe all applicable Project safety rules that Seller has communicated to Buyer; provided further, that Buyer, subject to and without waiving its rights to sovereign immunity under Florida Statutes, shall indemnify Seller for damage to property or injury to persons to the extent caused by the negligent or wrongful act or omission of Buyer, its authorized agents, employees, contractors, inspectors and other representatives while Buyer or such authorized individuals are at the Site or

the Project. Buyer may request additional Site visits with Seller's consent, which shall not be unreasonably withheld, conditioned, or delayed.

3.17 Forecasting.

(a) Seller shall provide Buyer with forecasts of the delivery of Energy under this Agreement as described below. Such forecasts shall include the updated status of all Project equipment that may impact availability and production of Product, and other information reasonably requested by Buyer. Seller shall use Commercially Reasonable Efforts to forecast daily by 5:00 a.m. (EDT) the hourly delivery of Energy under this Agreement accurately and to transmit such information in the format agreed to by the Parties as set forth in the Operating Procedures. Buyer and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to accommodate changes to operating and scheduling procedures of Buyer and will document such updated requirements and procedures in the Operating Procedures.

(b) No later than: (i) forty-five (45) Days prior to the commencement of the first Contract Year; and (ii) September 1 of each calendar year for every subsequent Contract Year, Seller shall provide to Buyer a non-binding forecast of the hourly delivery of Energy under this Agreement for an average day in each month of the following calendar year in a form reasonably acceptable to Buyer.

(c) Ten (10) Business Days before the commencement of the first Contract Year, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly energy deliveries under this Agreement for each day of the following month in a form reasonably acceptable to Buyer.

(d) No later than 5:00 a.m. of each day, Seller shall provide Buyer a non-binding forecast of hourly Energy deliveries under this Agreement for the remainder of such day and the following seven (7) days in a form reasonably acceptable to Buyer. Each such Notice shall clearly identify, for each hour, Seller's forecast of all deliveries of Energy pursuant to this Agreement. In the event that Seller foresees that actual deliveries under this Agreement for any hour will be materially different than a forecast previously provided for such day, Seller shall, as soon as reasonably possible, provide Notice to Buyer of such change and an updated forecast.

3.18 Weather Station.

(a) No later than sixty (60) Days prior to the Commercial Operation Date, Seller, at its own expense, shall install and maintain at least one stand-alone meteorological station at the Site to monitor, measure, communicate and report the meteorological data required under Section 3.18(b). Seller shall maintain and replace the meteorological station as necessary to provide accurate data with respect to the location of the Project.

(b) Upon the Commercial Operation Date, and continuing through the end of the Delivery Term, Seller shall record and maintain the following data:

(i) real and reactive power production by the Project for each hour;

(ii) changes in operating status, outages and maintenance events;

(iii) any unusual conditions found during inspections;

(iv) any significant events related to the operation of the Project; and

(v) fifteen (15) minute and hourly time-averaged measurements from data samples at sixty (60) seconds or greater frequency for the following parameters at the Project: total global horizontal irradiance, total global radiation within the plane of the array, air temperature, relative humidity, wind direction and speed, back of module surface temperature, and other pertinent meteorological conditions.

(c) Buyer shall have real-time access to the required meteorological data at a frequency not to exceed every fifteen (15) minutes. Seller shall provide Buyer a report within thirty (30) days after the end of each month that provides the foregoing information for such month as well as any other additional information that Buyer reasonably requests regarding conditions at the Site and the operation of the Project that is collected and maintained by Seller in the ordinary course of Project operations.

(d) Seller shall make available to Buyer all data from any weather monitoring portals Seller elects to install at the Site.

(e) Subject to procedures agreed upon in the Operating Procedures, Buyer shall have the right to install equipment and associated communication infrastructure to enable Buyer to monitor, measure and communicate pertinent operation and weather data.

3.19 Compliance Cost Cap.

Costs applicable to the Compliance Cost Cap are only those costs applicable under the definition of “Compliance Costs” and are new costs associated with a Change of Law occurring after the Effective Date. The Parties agree that the Compliance Costs Seller shall be required to bear during the Delivery Term shall be capped annually at \$ [REDACTED] per MW of Installed Capacity and in the aggregate throughout the Delivery Term at \$ [REDACTED] per MW of Installed Capacity (collectively, the “**Compliance Cost Cap**”). In the event and to the extent that the Compliance Costs incurred by Seller exceed the Compliance Cost Cap, Buyer shall either reimburse Seller for such Compliance Costs that exceed the Compliance Cost Cap, or excuse Seller from performing the obligations of this Agreement that would otherwise cause it to incur Compliance Costs in excess of the Compliance Cost Cap. Within sixty (60) Days after the Change of Law that Seller anticipates will cause it to incur Compliance Costs in excess of the Compliance Cost Cap, Seller shall provide to Buyer Notice with an estimate of the expected annual Compliance Costs caused by such Change of Law. Within thirty (30) Days of the delivery of such Notice with the estimate, Buyer shall provide Seller Notice of (i) Buyer’s request for Seller to incur the Compliance Costs in excess of the Compliance Cost Cap, (ii) Buyer’s initiation of dispute resolution under ARTICLE 17, or (iii) Buyer’s waiver of Seller’s performance of such obligations.

3.20 *Production Guarantee.*

Seller shall cause the Project to be operated in accordance with Prudent Operating Practices. Seller guarantees that the Delivered Energy will equal or exceed the Annual Energy Output Guarantee of Energy in at least one of every two rolling Contract Years. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION

4.1 *Project Development.*

Seller, at no cost to Buyer shall:

- (a) Design and construct the Project.
- (b) Establish and maintain interconnection rights for the Project that permit the full Expected Project Capacity to interconnect to the Transmission System in compliance with the Transmission Provider’s transmission tariff and the Interconnection Agreement.
- (c) Acquire all material Governmental Approvals for the construction, operation, and maintenance of the Project.
- (d) Complete any environmental impact studies necessary for the construction, operation, and maintenance of the Project.
- (e) At Buyer’s reasonable request, provide to Buyer Seller’s electrical specifications and design drawings pertaining to the Project.
- (f) Within thirty (30) days after each calendar quarter following the Effective Date until the Commercial Operation Date, provide to Buyer a construction progress report substantially in the form attached in Exhibit L advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller’s best estimate of the Commercial Operation Date.

4.2 *Commercial Operation.*

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date, unless extended in accordance with Section 4.2(b).

(b) Permitted Extensions to the Target Commercial Operation Date are as follows (the “**Permitted Extensions**”):

- (i) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to [REDACTED] days if Seller has used Commercially Reasonable Efforts to have the Project physically interconnected

to the Transmission System and to complete all Transmission Owner's Interconnection Facilities, if any, but such interconnection or Transmission Owner's Interconnection Facilities cannot be completed by the Target Commercial Operation Date for reasons beyond Seller's reasonable control and Seller has worked diligently to resolve the delay ("**Interconnection Delay**");

(ii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days if Seller has used commercially reasonable efforts to obtain permits necessary for the construction and operation of the Project, but is unable to obtain such permits and Seller has worked diligently to resolve the delay ("**Permitting Delay**");

(iii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days in the event of Force Majeure ("**Force Majeure Extension**"); provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer's written request; and

(iv) The Target Commercial Operation Date may be extended on a day-for-day basis for each day Buyer is liable to Seller for Transmission Delay Damages pursuant to Section 4.3(b).

(c) Notwithstanding the foregoing, if Seller claims more than one Permitted Extension under Section 4.2(b)(i)-(iii), such extensions cannot cumulatively exceed [REDACTED] days and all Permitted Extensions taken shall be concurrent, rather than consecutive, during any overlapping days.

(d) If Seller claims a Permitted Extension, Seller shall provide Buyer Notice sixty (60) Days prior to the Target Commercial Operation Date, which Notice must clearly identify the Permitted Extension being claimed and include information necessary for Buyer to verify the length and qualification of the extension; provided that, in the event sixty (60) Days is impracticable or impossible, Seller shall provide as much advanced Notice as is reasonably possible.

4.3 Cure Period and Delay Damages.

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date. If the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions and for reasons other than Buyer's failure to obtain transmission service by the Transmission Service Deadline in accordance with Section 3.8(b), then Buyer shall be entitled to draw upon the Seller's Performance Assurance for liquidated damages equal to Daily Delay Damages for each day or portion of a day that the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions until the earlier of (i) the date that is [REDACTED] days after such date, and (ii) the Commercial Operation Date (the "**Project Cure Period**").

(b) Beginning on the Transmission Service Deadline, in the event that Buyer's failure to

obtain transmission service in accordance with Section 3.8(b) results in Buyer's inability to receive Delivered Energy, then, subject to Section 4.3(c), Buyer shall owe Seller liquidated damages equal to the Transmission Delay Damages for each day or portion of a day that Buyer fails to receive such Delivered Energy.

(c) Notwithstanding Buyer's failure to obtain transmission service pursuant to Section 3.8(b) and resulting inability to receive all or part of the Delivered Energy, Seller shall use Commercially Reasonable Efforts to commence operations and deliver electricity from the Project, which shall include, if available, selling the Project output to a utility pursuant to the Public Utility Regulatory Policies Act.

(d) Transmission Delay Damages shall be calculated as follows: (i) to the extent Seller sells electricity from the Project to a third party in accordance with Section 4.3(c), Buyer shall pay Seller only the positive difference between the Contract Price and sums received from the utility for any electricity sold pursuant to this Section 4.3; (ii) to the extent Seller is unable to deliver or sell any electricity that the Project is capable of generating despite using Commercially Reasonable Efforts as a result of Buyer's failure to obtain transmission service, Buyer shall pay Seller the full Contract Price for such electricity. In addition, in calculating the Transmission Delay Damages, Buyer shall pay Seller any reasonably incurred and documented costs corresponding to its efforts to sell the Delivered Energy to a third party. For the avoidance of doubt, Buyer shall also be liable to Seller pursuant to Section 11.3 to the extent Buyer's failure to obtain transmission service results in the full or partial loss or recapture of Tax Attributes.

(e) Each Party agrees and acknowledges that (i) the damages that the other Party would incur due to the delays described in this Section 4.3 would be difficult or impossible to predict with certainty and (ii) the Daily Delay Damages and Transmission Delay Damages are an appropriate approximation of such damages.

4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.

(a) Seller shall provide Notice to Buyer no later than thirty (30) days prior to the Default Commercial Operation Date if it anticipates a Capacity Shortfall. Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Default Commercial Operation Date of the actual Capacity Shortfall, if any. Buyer shall have twenty (20) days after receipt of such notice to either: (i) elect to waive the obligation of Seller to complete the Capacity Shortfall, and neither Party shall have any further obligations with respect to the development, sale, delivery, receipt, or purchase of the Capacity Shortfall (the "**Termination Option**"); or (ii) elect to purchase any amount of Capacity Shortfall that achieves Commercial Operation in accordance with the terms of this Agreement after the Default Commercial Operation Date at the Option Price (the "**Continuation Option**"). For avoidance of doubt, the Agreement shall remain in full force and effect at the Contract Price with respect to any Project capacity that achieved Commercial Operation as of the Default Commercial Operation Date.

(b) If Buyer elects the Continuation Option, then Seller shall continue to pursue Commercial Operation of any Capacity Shortfall. If there remains a Capacity Shortfall as of the Commercial Operation Date, Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Commercial Operation Date specifying the Installed Capacity. Subject to

Seller's payment of both the Capacity Shortfall Damages as provided below and all applicable Daily Delay Damages pursuant to Section 4.3, the Seller's Performance Assurance will be reduced to reflect the Installed Capacity and all of Seller's Performance Assurance posted in excess of such Installed Capacity shall be promptly returned to Seller. Seller shall pay Buyer, as liquidated damages and not as a penalty, an amount (the "**Capacity Shortfall Damages**") equal to (i) (1) the Capacity Shortfall as of the Commercial Operation Date, in MW, multiplied by (2) \$ [REDACTED] per MW, minus (ii) all Daily Delay Damages previously paid by Seller to Buyer for such amount of Capacity Shortfall.

(c) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to the Capacity Shortfall would be difficult or impossible to predict with certainty, and (ii) the Capacity Shortfall Damages is an appropriate approximation of such damages. In order to satisfy the Capacity Shortfall Damages, Buyer shall have the right to immediately draw upon and apply the Seller's Performance Assurance to the payment of the Capacity Shortfall Damages. Seller's payment of the Capacity Shortfall Damages hereunder shall constitute Buyer's sole remedy for Seller's failure to achieve Commercial Operation of the Capacity Shortfall.

ARTICLE 5 METERING AND MEASUREMENT

5.1 *Metering System.*

The Parties shall ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with the Interconnection Agreement and Prudent Operating Practices in order to measure and record the amount of Energy delivered from the Project to the Delivery Point. The meters shall be of a mutually acceptable accuracy range and type. Seller shall be responsible for the cost of all metering that will be installed, owned, operated and maintained by the Meter Owner for the purpose of determining the amount of Energy delivered to the Delivery Point. Except in the event of a System Emergency or any order of a Governmental Authority, no one other than the Meter Owner shall make adjustments to the Metering System without the written consent of Meter Owner, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer is the Meter Owner, then Seller, may, at its own cost, install additional meters or other such facilities, equipment or devices on Seller's side of the Delivery Point as Seller deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Buyer will be entitled to rely upon its own Metering System.

5.2 *Inspection and Adjustment.*

(a) The Meter Owner shall inspect and test the Metering System at such times as will conform to Prudent Operating Practices, but not less often than every Contract Year. Upon reasonable written request to the Meter Owner, the other Party may request, at its own expense, inspection or testing of any such meters more frequently than once every Contract Year.

(b) If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an

adjustment shall be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the Metering System to the date such failure is discovered or such test is made (“**Adjustment Period**”). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Buyer shall pay Seller any additional amounts then due for deliveries of Energy during the Adjustment Period or Buyer shall be entitled to a credit against any subsequent payments for Energy, as the case may be.

(c) The Parties and their representatives shall be entitled to be present at any test, inspection, maintenance, adjustments and replacement of any part of the Metering System relating to obligations under this Agreement and the Meter Owner shall use commercially reasonable efforts to provide no less than ten (10) Business Days’ prior notice of any such test, inspection or other event.

ARTICLE 6 EARLY TERMINATION

6.1 Early Termination.

(a) In addition to applicable termination rights otherwise expressly provided in this Agreement, this Agreement may be terminated prior to the expiration of the Term as follows:

(i) By Seller within thirty (30) days after receipt of the final facilities study report from the Transmission Owner, if the estimated cost of Transmission Owner’s Interconnection Facilities (as identified by the Transmission Owner) exceeds [REDACTED] [REDACTED] and Buyer has not agreed in writing to reimburse Seller for any overages;

(ii) By Seller if an Interconnection Agreement in form and substance satisfactory to Seller, in its sole commercially reasonable discretion, is not executed on or before on or before December 31, 2022 or

(iii) By Seller, in the event that Seller has not obtained the necessary fee, leasehold or other title to or interest in the Site and all Governmental Approvals necessary to construct and operate the Project in the manner contemplated by this Agreement and which are final and no longer subject to appeal or legal challenge, on or before September 30, 2022; *provided* that Seller gives Buyer Notice of such termination within fifteen (15) Days after such date.

(b) Notwithstanding any provision of this Agreement to the contrary, in the event of termination pursuant to this Section 6.1, the Parties shall be released and discharged from any

obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination, *provided* that such termination shall not discharge or relieve either Party from any obligation that has accrued prior to such termination or otherwise limit the survival provisions set forth in Section 19.1.

ARTICLE 7 EVENTS OF DEFAULT

7.1 *Events of Default.*

An “**Event of Default**” shall mean,

(a) with respect to a Party that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) the failure by such Party to satisfy, when due, any Performance Assurance requirements within ten (10) Business Days after receipt of Notice of such failure;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) Days after Notice thereof;

(iv) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) Days after Notice thereof; provided, however, that if such failure is not reasonably capable of being remedied within the thirty (30) Day cure period, such Party shall have such additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to remedy such failure, so long as such Party promptly commences and diligently pursues such remedy;

(v) such Party becomes Bankrupt;

(vi) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1;

(vii) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party; or

(b) with respect to Buyer as the Defaulting Party, the failure to obtain firm transmission service sufficient to receive the Delivered Energy at the Delivery Point in accordance with Section

3.13(b) by the Transmission Service Deadline, except to the extent Buyer secures interim transmission service sufficient to receive the Delivered Energy from the Transmission Service Deadline at the Delivery Point that becomes firm transmission service no later than the Default Commercial Operation Date; or

(c) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Energy or Environmental Attributes that was not generated by or associated with the Project; or

(ii) Seller Abandons the Project.

7.2 Remedies; Declaration of Early Termination Date.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the right to one or more of the following:

(a) send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”);

(b) collect in connection with such Early Termination Date a Termination Payment;

(c) accelerate all amounts owing between the Parties and end the Delivery Term effective as of the Early Termination Date;

(d) withhold any payments due to the Defaulting Party under this Agreement;

(e) suspend performance; and

(f) exercise its rights pursuant to Section 9.3 to draw upon and retain Performance Assurance.

7.3 Termination Payment.

On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Non-Defaulting Party will calculate the Termination Payment, which shall equal the Settlement Amount, net of any sums owed by the Non-Defaulting Party to the Defaulting Party. If the Termination Payment calculation yields a positive number, then the Defaulting Party shall owe the Termination Payment to the Non-Defaulting Party. If the Termination Payment calculation results in a negative number, then the Termination Payment shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Settlement Amount as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Environmental Attributes shall be deemed direct

damages covered by this Agreement. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with the termination of this Agreement would be difficult or impossible to predict with certainty, (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with the termination of this Agreement but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect to terminate this Agreement as its remedy for an Event of Default by the Defaulting Party.

7.4 *Notice of Payment of Termination Payment.*

As soon as practicable after a designation of the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

7.5 *Disputes with Respect to Termination Payment.*

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with ARTICLE 17. The Defaulting Party shall pay all undisputed portions of the Termination Payment and provide Performance Assurance equal to the disputed portion until final resolution of the dispute.

7.6 *Rights and Remedies Are Cumulative.*

Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this ARTICLE 7 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

7.7 *Mitigation.*

Any Non-Defaulting Party shall be obligated to use Commercially Reasonable efforts to mitigate its Costs and Losses resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 8 PAYMENT

8.1 *Billing and Payment.*

On or about the tenth (10th) day of each month beginning with the month following the Initial Energy Delivery Date and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer an invoice covering the Product delivered in the preceding month determined in accordance with Article 4 (which may include preceding months), with all component charges and unit prices identified and all calculations used to arrive at invoiced amounts described in reasonable detail. Buyer shall pay the undisputed amount of such invoices on or before thirty (30) Days after date of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by regular mail, facsimile, or e-mail.

8.2 *Disputes and Adjustments of Invoices.*

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.2 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not Affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS

9.1 *Insurance.*

In connection with Seller's performance of its duties and obligations under this Agreement, during the Delivery Term, Seller shall maintain insurance in accordance with Exhibit G.

9.2 *Grant of Security Interest.*

To the extent a PA Provider delivers Performance Assurance hereunder, it hereby grants to the other Party (the “**PA Beneficiary**”) a present and continuing first priority security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the PA Beneficiary, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the PA Beneficiary’s first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default by the PA Provider or an Early Termination Date as a result thereof, the PA Beneficiary may do any one or more of the following: (i) exercise any of the rights and remedies of a secured party with respect to all Performance Assurance, including any such rights and remedies under Applicable Law then in effect; (ii) exercise its rights of setoff against such collateral and any and all proceeds resulting therefrom or from the liquidation thereof; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all or any portion of any Performance Assurance then held by or for the benefit of the PA Beneficiary free from any claim or right of any nature whatsoever of PA Provider, including any equity or right of purchase or redemption. PA Beneficiary shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the PA Provider’s obligations under the Agreement (the PA Provider remaining liable for any amounts owing to the PA Beneficiary after such application), subject to PA Beneficiary’s obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

9.3 Performance Assurance.

(a) Seller’s Performance Assurance. Seller agrees to deliver to Buyer and thereafter maintain in full force and effect for the remainder of the Term, Performance Assurance in the amount of [REDACTED] dollars per MW (\$[REDACTED]/MW) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable, within thirty (30) Days following the Effective Date.

(b) Buyer’s Performance Assurance. If Buyer is not a Creditworthy Entity as of the Effective Date or at any time after the Effective Date is subject to a Downgrade Event, then, within thirty (30) days after the Effective Date or Downgrade Event, as applicable, and for such periods as Buyer is not a Creditworthy Entity, Buyer shall provide Seller with Performance Assurance in the amount of [REDACTED] dollars per MW (\$[REDACTED]/MW) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable.

(i) If at any time during the Term Buyer becomes a Creditworthy Entity, then Buyer will not be required to provide Buyer’s Performance Assurance and Seller shall refund any unused portion of Buyer’s Performance Assurance within thirty (30) Days of receipt of Notice and verification of its status as a Creditworthy Entity.

(c) Any sum due under this Agreement (other than disputed amounts) and not satisfied within thirty (30) Days of becoming due and owing may be satisfied by a Party by a draw on Performance Assurance until such Performance Assurance has been exhausted. In addition, upon termination, a Party shall have the right to draw upon Performance Assurance for any undisputed

amounts owed under this Agreement if not paid when due pursuant to Section 8.1. Performance Assurance shall not be subject to replenishment.

(d) A PA Beneficiary shall pay interest on cash held as Performance Assurance at the Prime Rate.

(e) If, during the Term, there shall occur a Downgrade Event in respect to a Party's Guarantor, then the applicable PA Provider shall deliver to the PA Beneficiary replacement Performance Assurance within ten (10) Days of such Downgrade Event.

(f) A Party's obligation to maintain Performance Assurance shall terminate upon the occurrence of the following: (i) the Term of the Agreement has ended, or an the Agreement has been terminated pursuant to Section 7.2, as applicable; and (ii) all payment obligations of the PA Provider arising under this Agreement, Termination Payment, indemnification payments or other damages are paid in full. Upon the occurrence of the foregoing, each Party shall promptly return to the other Party the unused portion of the applicable Performance Assurance, including the payment of any interest due thereon.

(g) Any Letter of Credit provided pursuant to this Agreement must provide, among other things, that the PA Beneficiary is entitled to draw the full amount of such Letter of Credit if: (i) the Letter of Credit has not been renewed or replaced within thirty (30) days prior to the expiration date of the Letter of Credit; or (ii) the issuer of the Letter of Credit fails to maintain a credit rating of at least A- from S&P and a rating of at least A3 from Moody's and the Party required to provide the Letter of Credit has failed, within ten (10) Business Days after receipt of Notice thereof by the PA Beneficiary to replace such Letter of Credit with another Letter of Credit, in a form reasonably acceptable to the issuer of the Letter of Credit and PA Beneficiary. Costs of a Letter of Credit shall be borne by the PA Provider.

ARTICLE 10

REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 *Representations and Warranties.*

On the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has or will obtain in accordance herewith all Governmental Approvals necessary for it to perform its obligations under this Agreement, other than those Governmental Approvals that are not required to be obtained, and, as to Seller, all Governmental Approvals and all rights, title and interest in and to the Site and as otherwise necessary to construct, operate and maintain the Project and related interconnection facilities, as of the Effective Date;

(c) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) except as may be set forth in its reports filed with the SEC, there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement; and

(g) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

10.2 General Covenants.

Each Party covenants that throughout the Term:

(a) it shall continue to be duly organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its formation;

(b) it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement; and

(c) it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any material contracts to which it is a party or any Applicable Law or Governmental Approval.

10.3 Seller Covenants.

Seller covenants as follows:

(a) that, from the Initial Energy Delivery Date through the expiration or termination of this Agreement, the Project shall be operated and maintained in all material respects in accordance with this Agreement, Applicable Laws, Governmental Approvals and Prudent Operating Practices; and

(b) throughout the Term that it, or its permitted successors or assigns, shall maintain ownership of a fee, easement, long-term leasehold interest, or other similar asset ownership interest in the Project.

10.4 Buyer's Covenants.

Buyer covenants as follows:

(a) from the date hereof through the expiration or termination of this Agreement, Buyer shall comply in all material respects with this Agreement and Applicable Laws.

(b) Buyer will, at Seller's expense, reasonably cooperate with Seller in opposing, and will not support any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on Seller, the Project or this Agreement.

(c) Buyer shall not treat this Agreement for tax purposes as a lease of the Project rather than a service contract; Buyer shall not take an ownership interest in the Project during the first five (5) Contract Years following the Commercial Operation Date (for the avoidance of doubt, nothing in this Agreement permits Buyer to take an ownership interest in the Project); and Buyer shall not take any action or inaction in breach of this Agreement or otherwise fail to obtain transmission service in a manner that would prevent the Project from being placed in service for tax purposes prior to the Default Commercial Operation Date.

(d) Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(e) Buyer covenants that Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party relating to electric utility operations and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(f) Buyer covenants that from the date hereof through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar Project Participant payment obligations pursuant to the FMPA Solar Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar Project Participants set forth in Exhibit K; and (iii) not agree to any amendment, modification or alteration of any FMPA Solar Project Power Sales Contract that would materially adversely affect the FMPA Solar Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Buyer shall enforce the provisions of the FMPA Solar Project Power Sales Contracts and duly perform its covenants and agreements thereunder; provided, however, that notwithstanding any provision of this Agreement to the contrary, in the event of the failure of an FMPA Solar Project Participant to observe the FMPA Solar Project Participant Covenants, such failure shall be considered a Downgrade Event (without limiting Events of Default) and the sole and exclusive remedy of Seller for such failure shall be the delivery by Buyer to Seller of

Performance Assurance in the form of a Letter of Credit or cash in an amount equal to the then applicable amount of Buyer's Performance Assurance.

(h) Buyer covenants that from the Effective Date through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar II Project Participant payment obligations pursuant to the FMPA Solar II Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar II Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar II Project Participants set forth in Exhibit K; and (iii) not agree to any amendment of any FMPA Solar II Project Power Sales Contract that would materially adversely affect the FMPA Solar II Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11

TITLE, RISK OF LOSS, INDEMNITIES

11.1 *Title and Risk of Loss.*

Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

11.2 *Indemnities by Seller.*

Seller shall release, indemnify, defend, and hold harmless Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all actions, suits, losses, costs, damages, injuries, liabilities, claims, demands, penalties and interest, including reasonable costs and attorneys' fees ("**Claims**") resulting from, or arising out of or in any way connected with (i) any event, circumstance, act, or incident relating to the Product delivered under this Agreement up to and at the Delivery Point, (ii) Seller's development, permitting, construction, ownership, operation and/or maintenance of the Project, (iii) the failure by Seller or the failure of the Project to comply with Applicable Laws, (iv) any Governmental Charges for which Seller is responsible hereunder, or (v) any liens, security interests, encumbrances, or other adverse claims against the Product delivered hereunder made by, under, or through Seller, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

11.3 *Indemnities by Buyer.*

To the fullest extent permitted by Florida law, subject to and without waiving its rights to sovereign immunity under Florida law, Buyer shall release, indemnify, defend, and hold harmless Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all Claims resulting from, or arising out of or in any way connected with (i) any

event, circumstance, act, or incident relating to the Product received by Buyer under this Agreement after the Delivery Point, (ii) the failure by Buyer to comply with Applicable Laws, (iii) Buyer's breach of this Agreement, or (iv) any Governmental Charges for which Buyer is responsible hereunder, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

ARTICLE 12 GOVERNMENTAL CHARGES

12.1 *Cooperation.*

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party incurs any cost, expense, risk, obligation or liability or is otherwise materially adversely affected by such efforts.

12.2 *Governmental Charges.*

Seller shall pay or cause to be paid all taxes imposed by any governmental authority ("**Governmental Charges**") on or with respect to the Product or the transaction under this Agreement arising prior to and at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the transaction under this Agreement at and after the Delivery Point. In the event Seller is required by Applicable Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by Applicable Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Applicable Law.

ARTICLE 13 CONFIDENTIAL INFORMATION

13.1 *Confidential Information.*

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Project that they consider confidential and proprietary (together with the terms and conditions of this Agreement, the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the

Parties (each, the “**Disclosing Party**”) may make such Confidential Information available to the other (each, a “**Receiving Party**”) subject to the provisions of this Section 13.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those employees, subcontractors, suppliers, vendors, and advisors whose access is reasonably necessary for the development, construction, operation or maintenance of the Project and for the purposes of this Agreement who shall be bound by the terms of this Section 13.1;

(iii) Use such Confidential Information solely for the purpose of developing the Project and for purposes of this Agreement; and

(iv) Upon the termination of this Agreement, destroy or return any such Confidential Information in written or other tangible form and any copies thereof; provided, however, that either Party shall be entitled to keep a record copy of such information to the extent required by Florida law.

(c) The restrictions of this Section 13.1 do not apply to:

(i) Release of this Agreement or Confidential Information to any Governmental Authority required for obtaining any approval or making any filing pursuant to Sections 3.12 or 12.2, *provided* that each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement and the Confidential Information by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party, *provided* that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable written opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law (including, without limitation, any request pursuant to Chapter 119 of the Florida Statutes, or other state or federal public records law, freedom of information act, or other similarly title law); *provided, however*, that the Receiving Party, prior to such disclosure, shall provide

reasonable advance Notice to the Disclosing Party of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain, at its sole expense, a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure.

(d) Notwithstanding the foregoing, Seller may disclose Confidential Information to the Project Investors and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to Seller, and the agent or trustee of any of them, any advisors, consultants, insurance providers, brokers of Seller, Project Investors or other financial institutions.

(e) Neither Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information, with the intent that such information will be published (other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law, *provided* that the Disclosing Party has given Notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 13.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Project or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 13.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

ARTICLE 14 ASSIGNMENT

14.1 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the foregoing, no consent shall be required for the following:

(i) Any assignment of this Agreement by Seller to any Project Investors as collateral security for obligations under the financing documents entered into with such Project Investors;

(ii) Any assignment by the Project Investors to a third party after the Project Investors have exercised their foreclosure rights with respect to this Agreement or the Project;

(iii) Any assignment or transfer of this Agreement by Seller to an Affiliate of Seller; or

(iv) Any assignment or transfer of this Agreement by Seller to a Person succeeding to all or substantially all of the assets of Seller, provided that such Person is a Qualified Transferee.

(c) An assignee shall be afforded no additional rights, interests or remedies beyond those specifically granted to the assignor in this Agreement. The Party seeking to assign or transfer this Agreement shall be solely responsible for paying all costs and expenses, including attorney's and advisor fees of any such assignment.

(d) Buyer acknowledges that upon an event of default under any financing documents relating to the Project, subject to receipt by Buyer of Notice, any of the Project Investors may (but shall not be obligated to) assume, or cause its designee or a new lessee or buyer of the Project that is a Qualified Transferee to assume, all of the interests, rights and obligations of Seller thereafter arising under this Agreement, provided that Buyer's interests, rights and obligations under this Agreement will remain in full force and effect.

(e) If the rights and interests of Seller in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to Buyer arising or accruing hereunder from and after the date of such assumption, then Seller shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Buyer shall continue this Agreement with the assuming party as if such Person had been named as Seller under this Agreement. Notwithstanding any such assumption by any of the Project Investors or a designee thereof, Seller shall not be released and discharged from and shall remain liable for any and all obligations to Buyer arising or accruing hereunder prior to such assumption.

(f) The provisions of this ARTICLE 14 are for the benefit of the Project Investors as well as the Parties hereto, and shall be enforceable by the Project Investors as express third-party beneficiaries hereof. Buyer hereby agrees that none of the Project Investors, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Seller or shall have any obligation or liability to Buyer with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this ARTICLE 14.

14.2 Collateral Assignment.

(a) Seller, without approval of Buyer, may, by security, charge or otherwise encumber its interest under this Agreement in favor of a Project Investor for the purposes of financing the development, construction and/or operation of the Project and the Seller's Interconnection Facilities.

(b) Promptly after making such encumbrance, Seller shall notify Buyer in writing of the name, address, and telephone and facsimile numbers of each Project Investor to which Seller's interest under this Agreement has been encumbered. Such Notice shall include the names of the account managers or other representatives of the Project Investors to whom all written and telephonic communications should be addressed.

(c) After giving Buyer such initial Notice, Seller shall promptly give Buyer Notice of any change in the information provided in the initial Notice or any revised Notice.

(d) If Seller encumbers its interest under this Agreement as permitted by this Section 14.2, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Project Investors;

(ii) The Project Investors or their designees shall have the right, but not the obligation, to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller and such act performed by the Project Investors or their designees shall be as effective to prevent or cure an Event of Default as if done by Seller, provided that, if any such Project Investor or its designee elects to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller, Buyer will not be deemed to have waived or relinquished its rights and remedies as provided in this Agreement;

(iii) Buyer shall upon request by Seller execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and, to the knowledge of Buyer, the absence or existence (and the nature thereof) of Events of Default hereunder by Seller and documents of consent to such assignment to the encumbrance and any assignment to such Project Investors; and

(iv) Upon the receipt of a written request from Seller or any Project Investor, Buyer shall use Commercially Reasonable Efforts to execute, or arrange for the delivery of, such certificates, opinions and other documents as may be reasonably necessary in order for Seller to consummate any financing or refinancing of the Project or any part thereof and will enter into reasonable agreements with such Project Investor, which agreements will grant certain rights to the Project Investors as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Project Investor, which consent is not to be unreasonably withheld or delayed, (b) Project Investors shall be given notice of, and the opportunity to cure as provided in Section 14.2(d)(ii), any breach or default of this Agreement by Seller, (c) that if the Project Investor forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (i) Buyer shall, at Project Investor's request, continue to perform all of its obligations hereunder, and Project Investor or its nominee may perform in the place of Seller, and may assign this Agreement to another Person in place of Seller, provided that such other Person is a Qualified Transferee, (ii) Project Investor shall have no liability under this Agreement except during the period of such Project Investor's ownership or operation of the Project and (iii) that Buyer shall accept performance in accordance with this Agreement by Project Investor or its nominee, and (d) that Buyer shall make the same representations and warranties to Project Investor as Buyer made to Seller pursuant to this Agreement. The Parties agree that an agreement substantially in the form of Exhibit J shall be reasonable.

ARTICLE 15 FORCE MAJEURE

15.1 *Force Majeure Events.*

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under this Agreement and such Party gives Notice and details of the Force Majeure Event to the other Party as detailed below, then, the Party impacted by the Force Majeure Event shall be excused from the performance of its obligations to the extent impacted. As soon as practicable after commencement of a Force Majeure Event, the non-performing Party shall provide the other Party with oral notice of the Force Majeure Event, and within two (2) weeks of the commencement of a Force Majeure Event (or such longer period as reasonably required given the nature of the Force Majeure Event), the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure Event claim and the anticipated impact on the non-performing Party's ability to perform its obligations and the non-performing Party's anticipated plan to resume full performance of the obligations impacted by the Force Majeure Event. Seller shall not substitute Product from any other source for Buyer's Share of the output of the Project during an outage resulting from a Force Majeure Event. The suspension of performance due to a claim of a Force Majeure Event must be of no greater scope and of no longer duration than is required by the Force Majeure Event. Buyer shall not be required to make any payments for any Product that Seller fails to schedule, deliver or provide as a result of a Force Majeure Event during the term of such Force Majeure Event.

15.2 *Extended Force Majeure Events.*

This Agreement may be terminated by either Party with no further obligation to the other Party if a Force Majeure Event prevents the performance of a material portion of the obligations hereunder and such Force Majeure Event is not resolved and full performance is resumed within twelve (12) months after the commencement of such Force Majeure Event, subject to Seller's right to extend in this Section 15.2. If Seller is the non-performing Party due to damage to the Project caused by a Force Majeure Event, Seller shall have up to [REDACTED] Days following the start of such Force Majeure Event to obtain a report from an independent, third party engineer stating whether the Project is capable of being repaired or replaced within [REDACTED] additional months from the date of the report. Seller shall promptly provide Buyer a copy of the engineer's report at no cost to Buyer. If such engineer's report concludes that the Project is capable of being repaired or replaced within such [REDACTED] month period and Seller undertakes and continues such repair or replacement with due diligence, then Buyer shall not have the right to terminate this Agreement pursuant to this Section until the expiration of the period deemed necessary by the engineer's report (not to exceed [REDACTED] months), after which time, either Party may terminate by Notice to the other Party unless the Project has been repaired or replaced, as applicable, and the Seller has resumed and is satisfying its performance obligations under this Agreement.

ARTICLE 16 LIMITATIONS ON LIABILITY

16.1 *Disclaimer of Warranties.*

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

16.2 *Limitations on Liability.*

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATION IN RESPECT OF THIRD PARTY CLAIMS OR AS OTHERWISE EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF ARTICLE 11, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

16.3 *Buyer Liability.*

(a) This Agreement is a liability and financial obligation of the Solar II Project only. No liability or obligation under this Agreement shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally, any individual FMPA member, or any of any other project designated by FMPA in accordance with Article II of the Interlocal Agreement.

(b) Each FMPA Solar II Project Participant has commitments under the FMPA Solar II Project Power Sales Contracts with regard to the payment obligations to the FMPA Solar II Project for all costs related to this Agreement in the event of a default by one or more other FMPA Solar II Project Participants, as more fully described in the Power Sales Contracts.

ARTICLE 17 DISPUTE RESOLUTION

17.1 *Intent of the Parties*

Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or any related agreement (a “**Dispute**”) is the dispute resolution procedure set forth in this Article 12. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the Dispute by means of the dispute resolution procedure set forth in this ARTICLE 17.

17.2 *Management Negotiations*

(a) The Parties will attempt in good faith to resolve any Dispute by prompt negotiations between each Party’s authorized representative designated in writing as a representative of the Party (each a “**Manager**”). Either Manager may, by Notice to the other Party, request a meeting to initiate negotiations to be held within ten (10) Business Days of the other Party’s receipt of such request, at a mutually agreed time and place (either in person or telephonically). If the matter is not resolved within fifteen (15) Business Days of their first meeting (“**Initial Negotiation End Date**”), the Managers shall refer the matter to the designated senior officers of their respective companies that have authority to settle the dispute (“**Executives**”). Within five (5) Business Days of the Initial Negotiation End Date (“**Referral Date**”), each Party shall provide one another Notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(b) Within five (5) Business Days of the Referral Date, the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) Days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(c) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process or judicial proceeding between the Parties. The Parties shall bear their respective costs, expenses and fees relating to the activities under this Section 17.2.

(d) If the matter is not resolved within forty-five (45) days of the Referral Date, or if the Party receiving the Notice to meet, pursuant to Section 17.2(a) above, refuses or does not meet within the ten (10) Business Day period specified in Section 17.2(a) above, and subject to Sections 16.2, 19.7 and 19.8 of this Agreement, either Party may pursue all remedies available to it at law or in equity. Venue for any action or proceeding shall be state and federal courts in Leon County, Florida.

17.3 *Specific Performance and Injunctive Relief.*

Each Party shall be entitled to seek a decree compelling specific performance with respect to, and

shall be entitled, without the necessity of filing any bond, to seek the restraint by injunction of, any actual or threatened breach of any material obligation of the other Party under Article 13. The Parties in any action for specific performance or restraint by injunction agree that they shall each request that all expenses incurred in such proceeding, including, but not limited to, reasonable counsel fees, be apportioned in the final decision based upon the respective merits of the positions of the Parties.

ARTICLE 18

NOTICES

18.1 Notices.

Whenever this Agreement requires or permits delivery of a “**Notice**” (or requires a Party to “notify”), the Party with such right or obligation shall provide a written communication in the manner specified in herein and to the addresses set forth below; provided, however, that Notices of Outages or other Scheduling or dispatch information or requests, shall be provided in accordance with the terms set forth in the relevant section of this Agreement or the Operating Procedures, as applicable. Invoices may be sent by facsimile or e-mail in addition to overnight mail or courier. A Notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a Notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Each Party shall provide Notice to the other Party of the persons authorized to nominate and/or agree to a Schedule or Dispatch Order for the delivery or acceptance of the Product or make other Notices on behalf of such Party and specify the scope of their individual authority and responsibilities, and may change its designation of such persons from time to time in its sole discretion by providing Notice.

If to Seller: FL Solar 7, LLC

800 Brickell Avenue, Suite 1100
Miami, FL 33131
Attn: President

With a copy to:

c/o Origis Energy
800 Brickell Avenue, Suite 1100
Miami, FL 33131
Attention: General Counsel

If to Buyer: Florida Municipal Power Agency

Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Telephone: 407-355-7767
Email: ken.rutter@fmpa.com

ARTICLE 19 MISCELLANEOUS

19.1 *Effectiveness of Agreement; Survival.*

This Agreement shall be in full force and effect, enforceable and binding in all respects as of the Effective Date until the conclusion of the Term or earlier termination pursuant to the terms of this Agreement; provided however, that the relevant provisions of this Agreement shall remain in effect until (i) the Parties have fulfilled all obligations under this Agreement, including payment in full of amounts due for the Product delivered prior to the end of the Term, the Settlement Amount, indemnification payments or other damages (whether directly or indirectly such as through set-off or netting) and (ii) the undrawn portion of Performance Assurance is released and/or returned as applicable (if any is due). Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 6.1(b) and 13.1 and ARTICLE 16, the indemnity obligations set forth in ARTICLE 11, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

19.2 *Audits.*

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after such twelve (12)-month period.

19.3 *Amendments.*

This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

19.4 *Waivers.*

Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a breach or default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent breach or default or other matter.

19.5 *Severability.*

If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; *provided* that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the original intent and original economic benefit of the Parties.

19.6 *Standard of Review.*

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the FERC acting sua sponte shall be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).

(b) Notwithstanding any provision of Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any Section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

19.7 *Governing Law.*

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE SOLE AND EXCLUSIVE VENUE FOR ANY DISPUTE, CLAIM OR CONTROVERSY RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS IN LEON COUNTY, FLORIDA.

19.8 *Waiver of Trial by Jury.*

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

19.9 Attorneys' Fees.

In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

19.10 No Third-Party Beneficiaries.

Except as set forth in Article 14, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

19.11 No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

19.12 Cooperation.

The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. If, during the Term, changes in the operations, facilities or methods of either Party will materially benefit a Party without detriment to the other Party, the Parties commit to each other to make Commercially Reasonable Efforts to cooperate and assist each other in making such change, including engaging in good-faith negotiations to revise or supplement this Agreement as appropriate.

19.13 Further Assurances.

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. No Party shall be required to take any action or execute any document under this Section 19.13 that would negatively change that Party's risk or benefit under this Agreement.

19.14 Captions; Construction.

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and shall not be construed against one Party or the other as a result of the manner in which this Agreement was prepared, negotiated or executed.

19.15 *Entire Agreement.*

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

19.16 *Forward Contract.*

The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code.

19.17 *Service Contract.*

Each Party intends this Agreement to be a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code of 1986.

19.18 *Counterparts.*

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each as of the Effective Date set forth above.

FL Solar 7, LLC

By: _____

Name: _____

Title: _____

Florida Municipal Power Agency

By: _____

Name: _____

Title: _____

EXHIBIT A
CONTRACT PRICE & OPTION PRICE

I. CONTRACT PRICE

A. Initial Term

PERIOD	CONTRACT PRICE (\$/MWh)
From and including the Initial Energy Delivery Date through the remainder of the Initial Term	15\$ [REDACTED]

B. Renewal Terms

Renewal Term 1	
Contract Year	Contract Price (\$/MWh)
21	[REDACTED]
22	[REDACTED]
23	[REDACTED]
24	[REDACTED]
25	[REDACTED]
Renewal Term 2	
Contract Year	Contract Price (\$/MWh)
26	[REDACTED]
27	[REDACTED]
28	[REDACTED]
29	[REDACTED]

EXHIBIT B

DESCRIPTION OF PROJECT

Seller intends to build, own and operate a single axis tracking photovoltaic solar energy generation facility on a site located in Putnam County, Florida, which is referred to at times in this Agreement as the “Rice Creek” solar facility. As presently planned, the Expected Project Capacity will be 74.9 MW, and will consist of:

- 74.9 MWac solar PV plant with single-axis tracker, (1) 53/70/88MVA 230/34.5/13.8-kV, three-winding transformer (Ynynd)
- (24) PE HEM FS3350M inverters, each with an integrated pad mount transformer 3465kVA, 34.5/0.63-kV Dy
- 1x14 MVAR capacitor bank at the 34.5kV bus of the substation to which the Project interconnects

Point(s) of Interconnection: The Project will interconnect with the transmission facilities of Florida Power & Light Company at a point to be determined in the interconnection study process.

Real Property Description which shall be subject to adjustment to reflect the final survey and any modifications made in accordance with Prudent Operating Practices:

Located in the County of Putnam, Florida (to be updated by Seller in accordance with the Interconnection Agreement).

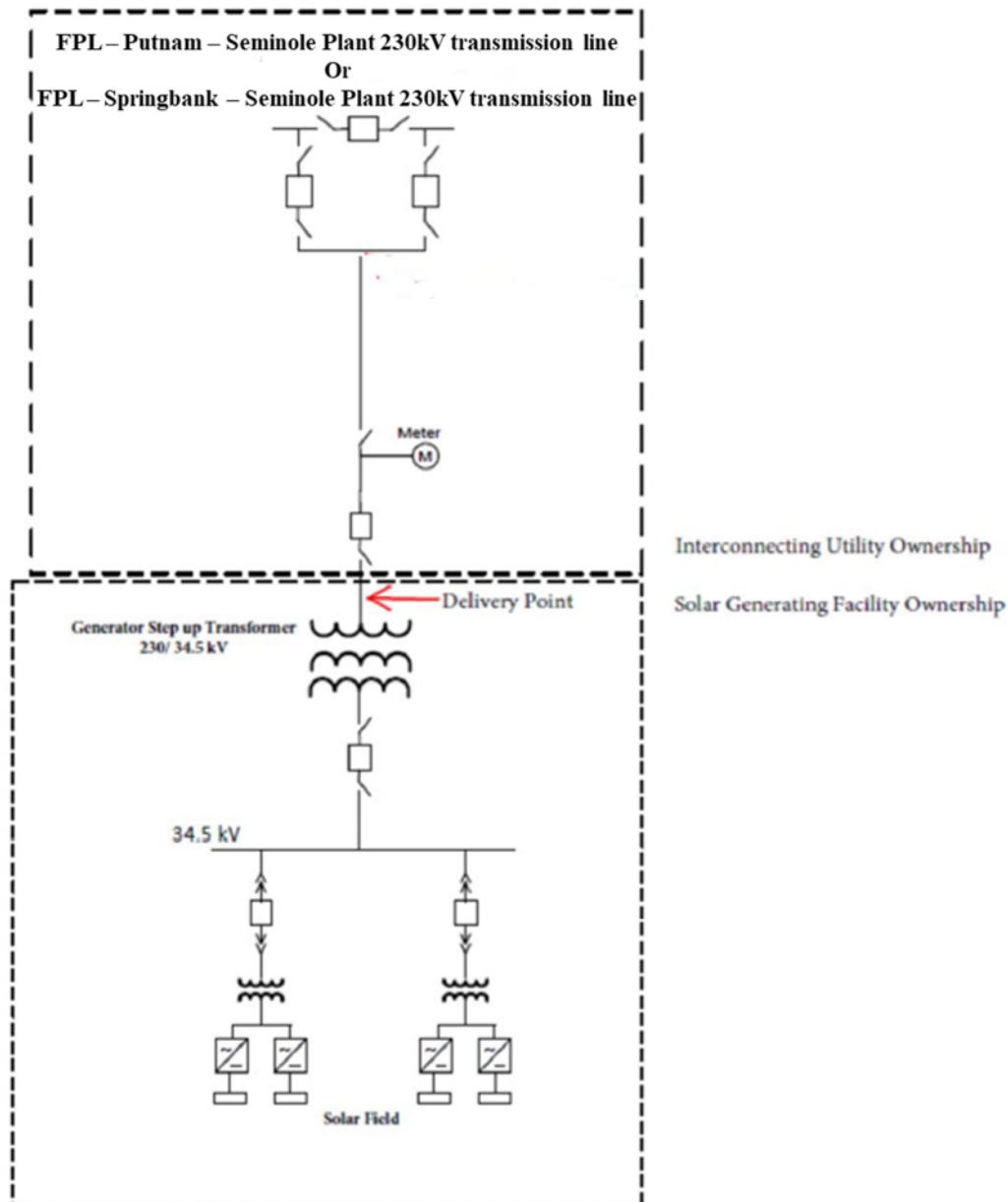
Nothing in this Agreement or Exhibit B is intended to either (i) limit the right of Seller to make any changes to the Project it determines to undertake, or (ii) grant any rights to Buyer regarding the description, nature or components of the Project.

EXHIBIT C

DESCRIPTION OF DELIVERY POINT

Following is a preliminary description of the Delivery Point. Seller shall update as necessary.

The Delivery Point will be at the point the Project interconnects to Florida Power & Light Company's transmission system, which (as of the Effective Date) is anticipated to be located at a new substation on or near the Putnam-Seminole Plant 230kV line or the Springbank-Seminole Plant 230kV line.



C-1

EXHIBIT D

PRODUCTION GUARANTEE

I. **Definitions.** The following defined terms shall apply to this Exhibit D. Capitalized terms used in this Exhibit D and not defined herein will have the meaning assigned in Section 1.1 of the Agreement.

“Actual Energy Output” means, for any Contract Year, the amount of Energy the Seller delivered or made available to Buyer at the Delivery Point during such Contract Year, measured in MWh.

“Annual Energy Output Guarantee” means, for any Contract Year, (i) Buyer’s Share of the amount set forth in the following Table A for such Contract Year, less (ii) any Excused Energy.

Table A		
Contract Year	Annual Energy Output (MWh)	
		Rice Creek
1		103,303
2		102,787
3		102,273
4		101,761
5		101,253
6		100,746
7		100,243
8		99,741
9		99,243
10		98,746
11		98,253
12		97,761
13		97,273
14		96,786
15		96,302
16		95,821
17		95,342
18		94,865
19		94,391
20		93,919
Renewal Terms (if applicable)		
21		93,449
22		92,982
23		92,517
24		92,054

25		91,594
26		91,136
27		90,680
28		90,227
29		89,776
30		89,327

“Damages Rate” means an amount equal to the lesser of (1) the Contract Price or (2) the positive difference between Buyer’s annual average avoided energy rate minus the Contract Price per MWh of Production Shortfall.

“Excused Energy” means (a) any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of Buyer Curtailment Orders, Buyer’s failure to obtain transmission service or Buyer’s failure to perform, including for reasons outside its control, as contemplated in Section 3.8(c) (other than due to a breach by Seller of its obligations under the Agreement); plus (b) Buyer’s Share of any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of a (i) Curtailment Period, (ii) System Emergency (other than a System Emergency caused by Seller’s breach of the Interconnection Agreement), (iii) Force Majeure Event, or (iv) Planned Outages

“Production Shortfall” means, for any Contract Year, the positive difference (if any) between the Annual Energy Output Guarantee and the Actual Energy Production for that Contract Year.

II. Guarantee and Damages.

a. Production Guarantee Damages. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

b. Annual Report. No later than 45 days after each Contract Year, Seller shall deliver to Buyer: (i) a calculation showing Seller’s computation of the Actual Energy Output for the previous two Contract Years and the Production Guarantee Damages, if any, owed to Buyer, and (ii) payment in full of any Production Guarantee Damages owed to Buyer. Production Guarantee Damages shall be Buyer’s sole remedy for the failure of Seller to satisfy the production guarantee set forth in this Exhibit D.

EXHIBIT E
FORM OF GUARANTY

THIS SOLAR POWER PURCHASE AGREEMENT GUARANTY, dated as of _____ (this “Guarantee”), is issued by [name of guarantor], a _____ (“Guarantor”) in favor of [_____] (“Guaranteed Party”). [BENEFICIARY], a Delaware limited liability company (“Obligor”) is a wholly owned subsidiary of Guarantor.

A. RECITALS

Obligor and Guaranteed Party have entered into a Solar Power Purchase Agreement, dated as of _____ (the “Agreement”).

This Guarantee is delivered to Guaranteed Party by Guarantor pursuant to the Agreement. All terms defined in the Agreement and not otherwise defined in this Guarantee have the meanings given to them in the Agreement.

AGREEMENT

Guarantee.

Guarantee of Obligations Under the Agreement. For value received, Guarantor absolutely, unconditionally and irrevocably, as primary Obligor and not as surety, subject to the express terms hereof, guarantees the payment and performance when due of all obligations, whether now in existence or hereafter arising, by Obligor to Guaranteed Party pursuant to the Agreement (the “Obligations”). This Guarantee is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become discharged or uncollectible in any bankruptcy, insolvency or other similar proceeding, or otherwise unenforceable.

Maximum Guaranteed Amount. Notwithstanding anything to the contrary, Guarantor’s aggregate obligation to Guaranteed Party hereunder is limited to [**insert applicable Required Security Amount**] (the “Maximum Guaranteed Amount”) (it being understood for purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder that any payment by Guarantor either directly or indirectly to the Guaranteed Party, pursuant to a demand made upon Guarantor by Guaranteed Party or otherwise made by Guarantor pursuant to its obligations under this Guarantee, including any indemnification obligations, shall reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis), excluding costs and expenses incurred by Guaranteed Party in enforcing this Guarantee, and shall not either individually or in the aggregate be greater or different in character or extent than the obligations of Obligor to Guaranteed Party under the terms of the Agreement.

Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the Obligations were due.

Waiver of Certain Defenses. Guarantor waives: (a) notice of acceptance of this Guarantee and of the Obligations and any action taken with regard thereto; (b) presentment, demand for payment,

protest, notice of dishonor or non-payment, suit, or the taking of any other action by Guaranteed Party against Obligor, Guarantor or others; (c) any right to require Guaranteed Party to proceed against Obligor or any other person, or to require Guaranteed Party first to exhaust any remedies against Obligor or any other person, before proceeding against Guarantor hereunder; and (d) any defense based upon (i) an election of remedies by Guaranteed Party; (ii) a change in the financial condition, corporate existence, structure or ownership of the Guarantor or Obligor; (iii) the institution by or against Obligor or any other person or entity of any bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Obligor or its assets or any resulting release, stay or discharge of any Obligations; (iv) any lack or limitation of power, incapacity or disability on the part of Obligor or of its directors, partners or agents or any other irregularity, defect or informality on the part of Obligor in the authorization of the Obligations; (v) any lack of validity or enforceability of the Obligations; (vi) any amendment, release, discharge, substitution or waiver of the Agreement or any of the Obligations and (v) any duty of Guaranteed Party to disclose to Guarantor any facts concerning Obligor, the Agreement or the Project, or any other circumstances that might increase the risk to Guarantor under this Guarantee, whether now known or hereafter learned by Guaranteed Party, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances.

Without limitation to the foregoing, Guaranteed Party shall have the right to at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) renew, compromise, extend, accelerate or otherwise change, substitute or supersede the Obligations; (b) take or fail to take any action of any kind in respect of any security for the Obligations, or impair, exhaust, exchange, enforce, waive or release any such security; (c) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations; or (d) compromise or subordinate the Obligations, including any security therefor, or grant any forbearances or waivers, on one or more occasions, for any length of time, or accept settlements with respect to Obligor's performance of any of the Obligations.

Except as expressly set forth in this paragraph, Guarantor shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that Obligor may have to payment or performance of any of the Obligations and also shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that the Guarantor may have against the Guaranteed Party, other than (a) defenses arising from the insolvency, reorganization or bankruptcy of Obligor, (b) defenses expressly waived in this Agreement by Guarantor, (c) defenses arising by reason of (i) Guarantor's direct or indirect ownership interests in Obligor or (ii) legal requirements applicable to Obligor that prevent the payment by Obligor of its payment obligations that constitute Obligations, and (d) defenses previously asserted by Obligor against such claims to the extent such defenses have been resolved in favor of Guaranteed Party by a court of last resort.

Term. This Guarantee shall continue in full force and effect until the earlier to occur of (a) the substitution of an alternative form of Security by Obligor, (b) the satisfaction of all Obligations of Obligor under the Agreement, or (c) the payment by Guarantor, without reservation of rights, of an aggregate amount equal to the Maximum Guaranteed Amount, together with any other amounts required to be paid by Guarantor pursuant to this agreement. Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment,

or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise.

Subrogation. Until all Obligations are indefeasibly paid in full, unless otherwise provided herein, Guarantor waives all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guarantee and any collateral held therefor, and Guarantor subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations. Any amount paid to Guarantor on account of any purported subrogation rights prior to the termination of this Guaranty shall be held in trust for the benefit of Guaranteed Party and shall immediately thereafter be paid to Guaranteed Party.

Expenses. Whether or not legal action is instituted, Guarantor agrees to reimburse Guaranteed Party on written demand for all reasonable attorneys' fees and all other reasonable costs and expenses incurred by Guaranteed Party in enforcing its rights under this Guarantee. Notwithstanding the foregoing, the Guarantor shall have no obligation to pay any such costs or expenses if, in any action or proceeding brought by Guaranteed Party giving rise to a demand for payment of such costs or expenses, it is finally adjudicated that the Guarantor is not liable to make payment.

Assignment. Guarantor shall not be permitted to assign its rights or delegate its obligations under this Guarantee in whole or part without written consent of Guaranteed Party. Guaranteed Party shall not be permitted to assign its rights hereunder except in connection with a permitted assignment of its rights and obligations under the Agreement.

Non-Waiver. The failure of Guaranteed Party to enforce any provisions of this Guarantee at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce same. All remedies of Guaranteed Party under this Guarantee shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity. The terms and provisions hereof may not be waived, altered, modified or amended except in a writing executed by Guarantor and Guaranteed Party.

Entire Agreement. This Guarantee and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the guarantee of the Obligations of Obligor by Guarantor. All prior or contemporaneous agreements or undertakings made, which are not set forth in this Guarantee, are superseded.

Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received; (b) if mailed by certified mail (postage prepaid and return receipt requested), five (5) days after deposit in the U.S. mails; (c) if given by facsimile, when transmitted with confirmed transmission; or (d) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

Attn: _____

If to Guaranteed Party:

Attn: _____

Counterparts. This Guarantee may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument.

Governing Law; Jurisdiction. This Guarantee shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law. Guarantor and Guaranteed Party submit to the jurisdiction and venue of the Superior Court of the District of Columbia or of any federal district court located in the District of Columbia over any disputes relating to this Guarantee.

Further Assurances. Guarantor shall cause to be promptly and duly taken, executed, acknowledged and delivered such further documents and instruments as Guaranteed Party may from time to time reasonably request in order to carry out the intent and purposes of this Guarantee.

Limitation on Liability. Except as specifically provided in this Guarantee, Guaranteed Party shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Obligor in the Agreement.

Effectiveness. This Guarantee shall be effective as of the date set forth in the first paragraph hereof upon its execution by both Guarantor and Guaranteed Party.

IN WITNESS WHEREOF, Guarantor and Guaranteed Party have executed and delivered this Guarantee.

[Guarantor]

By: _____
Name:
Title:

Acknowledged and agreed

[Guaranteed Party]

By: _____
Name:
Title:

EXHIBIT F
FORM OF IRREVOCABLE LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.

Date of Issuance:

Beneficiary:

[Buyer Name]

Applicant/Account Party:

Amount: USD Amount ([Amount] and 00/100)

Initial expiration date at our counter (unless evergreen):

Final expiration date at our counter:

Ladies and Gentlemen:

We, [Bank Name]

("Issuer"), do hereby issue this Irrevocable Transferable Standby Letter of Credit No. {_____} by order of, for the account of, and on behalf of [_____] ("Account Party") and in favor of [Buyer Name]. The term "Beneficiary" includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator.

This Letter of Credit is issued, presentable and payable at the office of the Issuing Bank and we guarantee to YOU that drafts and documents drawn under and in compliance with the terms of this Letter of Credit will be honored on presentation pursuant to the terms of this Letter of Credit.

This Letter of Credit is available in one or more drafts drawn on [Bank Name] and may be drawn hereunder for the account of up to an aggregate amount not exceeding [\$Amount]. This Letter of Credit is drawn against by presentation to us at our office located at [Bank Address] of a drawing certificate (i) signed by an officer of the Beneficiary; (ii) dated the date of presentation; and (iii) the following statement:

"The undersigned hereby certifies to [Bank Name] ("Issuer"), with reference to its Irrevocable Transferable Standby Letter of Credit No.[____], dated _____, issued on behalf of [_____] ("Account Party") and in favor of the [Buyer Name], ("Beneficiary") that:

[said Account Party has failed to perform in accordance with the terms and provisions of the Solar Power Purchase Agreement dated [] to which Account Party and Beneficiary are parties, as such agreement may be amended and supplemented from time to time, and any replacements or substitutions thereof, (collectively, the "Agreement").]

☐ --or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to the terms of the Letter of Credit that Issuing Bank elects not to extend the Letter of Credit for an additional one-year period, and (ii) the Letter of Credit will expire in fewer than thirty (30) days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit.]

The Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$[insert amount in figures] (United States Dollars [insert amount in words]).”

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. Eastern Time, Issuer shall satisfy such drawing request on the second Business Day. If the drawing certificate is received after 10:00 a.m. Eastern Time, Issuer will satisfy such drawing request on the third Business Day.

It is a condition of the letter of credit that it will be automatically extended without amendment for additional one-year periods until [] (the “Final Expiration Date”), unless at least one hundred twenty (120) days prior to any expiration date we send you written notice at the above address by registered mail or overnight courier service that we elect not to consider this Letter of Credit extended for any such period.

This Letter of Credit may be transferred in its entirety (but not in part) by Issuing Bank only upon presentation to us of a Request for Transfer signed by the Beneficiary in the form of Exhibit A accompanied by this Original Letter of Credit and any amendment(s), in which the Beneficiary irrevocably transfers to such transferee all of its rights hereunder, whereupon we agree to either issue a Transferred letter of credit to such transferee or endorse such transfer on the reverse of this Letter of Credit. Any transfer fees assessed by the issuer will be payable solely by the applicant.

Payments under the Letter of Credit shall be in accordance with the following terms and conditions:

All commissions and charges will be borne by the Account Party.

This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce, (the “ISP”), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall govern. This Letter of Credit shall be governed by the internal laws of the State of Florida to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such Florida laws, the ISP shall control.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.

The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

Partial drawings and multiple drawings are permitted.

A failure to make any drawing at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.

Original Letter of Credit and all amendments need to be presented for a drawing. If it's a partial drawing, we will endorse the drawing amount on the back of the Original Letter of Credit and return the same to beneficiary.

EXHIBIT A UNDER STANDBY LETTER OF CREDIT NO.
REQUEST FOR TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY

Date: _____

[Bank Name and Address]
Re: Standby Letter of Credit No.

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE _____

ADDRESS OF TRANSFEREE _____

CITY, STATE/COUNTRY ZIP _____

(hereinafter, the “transferee”) all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such letter of credit and all amendment(s), if any, are returned herewith, and we ask you to issue a Transferred Letter of Credit or endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

In payment of your transfer commission in amount equal to ¼% of the amount transferred, minimum of \$250.00

The applicant has wired funds to you through _____ bank and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

Very truly yours, [BENEFICIARY NAME]

Authorized Signature

The signature(s) of _____ with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program.

(Signature of Authenticating Bank)

(Name of Bank)

(Printed Name/Title)

(Date)

(1)		FOR BANK USE ONLY
Confirmation of Authenticating Bank's signature performed by:		
Date:	Time:	a.m./p.m.
Addl Info.:		

EXHIBIT G

INSURANCE REQUIREMENTS

General Liability Insurance. Seller must obtain the following insurance coverage, which can be exceeded by Seller and may be met through any combination of primary insurance and following form excess or umbrella insurance so long as the combined limits meet requirements of this Agreement:

Commercial general liability insurance in an “occurrence” form with bodily injury and property damage combined liability limits of not less than [REDACTED]) per occurrence; provided, however: (i) Seller may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Seller uses a “claims-made” policy, it must maintain continuous coverage in effect for at least two (2) years beyond termination of this Agreement, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Effective Date of this Agreement.

Specific coverage for broad form contractual liability and a separation of insured provision.

Additional Insurance. In addition to the requirements above, Seller must acquire and maintain throughout the Term, the following additional types of insurance:

Workers’ Compensation. Workers’ compensation insurance in accordance with statutory requirements including employer’s liability insurance with limits not less than [REDACTED]) per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen’s and Harbor Worker’s Compensation Act and the Jones Act, where applicable.

Auto Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least [REDACTED]).

All Risk Property. All Risk Property insurance covering the Facility against physical loss or damage, with a minimum limit sufficient to cover replacement of the Facility, except physical loss or damage caused by flood, wind, or earthquake, which shall be insured up to \$10 million, to be procured at commercially reasonable terms and limits available in the marketplace. A deductible may be carried, which will be the absolute responsibility of Seller.

EXHIBIT H
FORM OF SURETY BOND

BOND NUMBER _____

POWER PURCHASE AGREEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
(hereinafter called "Principal"), and [_____] authorized to do business in the State of _____
(hereinafter called "Surety") are held and firmly bound unto _____
(hereinafter called "Obligee") as Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of _____
(\$_____) DOLLARS, good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written agreement with the above named Obligee, effective the _____ day of _____, 20____, for the

(hereinafter called "Agreement") which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Bond shall be null and void unless: (1) the above Agreement is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in Default under the above Agreement (hereinafter called "Default"), and is declared by the Obligee thereafter to be in Default; and (3) the Obligee has provided written notice of the Default to the Surety as promptly as possible, and in any event, within fifteen (15) days after such Default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

1. Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or
2. Pay the full amount of the above penal sum in complete discharge and exoneration of this Bond, and of all liabilities of the Surety relating hereto.

PROVIDED HOWEVER, that this Bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. This bond may be cancelled by providing sixty days (60) written notice of cancellation given by certified mail to the Obligee and to the Principal at the addresses stated below. Such cancellation shall in no way limit the liability of the Surety for subsequent defaults of the Principal's obligation incurred prior to such termination. In the event of cancellation, the Principal is responsible for providing alternate security to the Obligee thirty (30) days prior to the termination date, otherwise to be considered in Default under the Agreement and the Obligee shall be entitled to submit a Demand and receive payment under this Bond.
2. A reorganization under Chapter 11 of the US Bankruptcy Code by the Principal shall not constitute an event of Default recoverable under this Bond if they continue to perform their obligations under the Agreement.
3. In the event the Principal fails to make any payments due to the Obligee which would constitute the basis of a Default, within Ten (10) business days of Surety's receipt of a Demand for payment under this Bond (hereinafter called "Demand"), Surety shall pay to the Obligee the amount of such Demand. The Surety shall cause to be paid all payments then past due, and in so doing cure any Default under the Agreement. The Obligee may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond less any amounts previously paid by the surety.

4. Surety's liability under this Bond issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
5. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this Bond unless same be brought or instituted and process served upon the Surety within six (6) months following the effective cancellation date of this Bond.
6. Any notice given or required under this Agreement will be made to the following representatives of the Parties:
 - a. To: {Principal}
 - b. To: {Obligee}
 - c. To: {Surety}

In the event of conflict or inconsistency between the provisions of this Bond and the provisions of the above Agreement, the provisions of this Bond shall control. The Obligee's acceptance of this Bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

Sealed with our seals and dated this _____ day of _____ 20____.

WITNESS:

PRINCIPAL:

(Name & Title)

(Signature) (SEAL)

(Name & Title)

WITNESS:

SURETY:

(Name & Title)

(Signature) (SEAL)

(Name, as Attorney-in-Fact)

EXHIBIT I

ENVIRONMENTAL ATTRIBUTES ATTESTATION AND BILL OF SALE

I. Seller Information

Name of Seller: _____

Address of Seller: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____ Email Address: _____

II. Declaration

I, [NAME AND TITLE] , declare that the Environmental Attributes listed below were sold in accordance with that [AGREEMENT] dated as of [DATE] ("Agreement") exclusively from: _____("Seller") to [_____] ("Buyer").

# MWs Environmental Attributes Transferred	Period of Generation (mm/yy)

I further declare that:

- 1) all the Environmental Attributes were generated by Seller;
- 2) to the best of my knowledge, the Environmental Attributes were not sold, marketed or otherwise claimed by a third party;
- 3) Seller transferred the Environmental Attributes only once, to Buyer;
- 4) the Environmental Attributes were not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Seller, nor, to the best of my knowledge, by any other entity;
- 5) all of the Environmental Attributes transferred to Buyer (as listed above) were generated at the [_____] facility, a [_____] -powered generation facility located in [County, State]; and
- 6) Environmental Attributes transferred to Buyer include RECs which shall be registered and eligible under the Applicable REC Program specified in the Agreement.

As an authorized agent of Seller, I attest that the above statements are true and correct.

Signature

Date

Place of Execution

EXHIBIT J

FORM OF LENDER CONSENT

In the event Seller collaterally assigns its rights hereunder to the Lender as security, any related Lender Consent will contain provisions substantially as follows:

Buyer will not terminate the Agreement other than as provided therein, without the prior written consent of the Lender.

In connection with the exercise of its rights under the Financing Documents, the Lender shall have the right, but not the obligation, to do any act required to be performed by Seller under the Agreement, and Buyer shall accept any such performance by the Lender any such performance by the Lender to the same extent as if such performance was rendered by Seller itself.

Lender shall not assume, sell or otherwise dispose of the Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Lender or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Agreement (a) executes and delivers to Buyer a written assumption of all of Seller's rights and obligations under the Agreement in form and substance reasonably satisfactory to Buyer, which include the obligation to cure any and all defaults of Seller under the Agreement which are capable of being cured and which are not personal to Seller; (b) satisfies and complies with all requirements of the Agreement; (c) if applicable, delivers to Buyer a replacement for any Credit Support that is required to be delivered and maintained by Seller under the Agreement; and (d) is a Permitted Transferee (as defined below). Lender further acknowledges that the assignment of the Agreement to Lender is for security purposes only and that Lender has no rights under the Agreement to enforce the provisions of the Agreement unless and until an event of default has occurred and is continuing under the Financing Documents (a "Financing Default") or under this Agreement, in which case Lender shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Agreement to the same extent and in the same manner as if Lender were an original party to the Agreement.

"Permitted Transferee" means any person or entity who (i) meets the Required Credit Rating set forth in the Agreement, (ii) has, or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED] years, solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED] MW, and (iii) is not a Prohibited Person or Entity. Lender may from time to time, following the occurrence of a Financing Default, notify Buyer in writing of the identity of a proposed transferee of the Agreement, which proposed transferee may include Lender, in connection with the enforcement of Lender's rights, which notice shall include evidence reasonably acceptable to Buyer that the proposed transferee satisfies the criteria set forth above. Upon receipt of such notice, Buyer shall, within thirty (30) Days of its receipt of such written notice, confirm to Lender whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if Buyer fails to so respond within such thirty (30) Day period such proposed transferee shall be deemed to be a "Permitted Transferee".

If Buyer becomes entitled to terminate the Agreement due to an uncured Event of Default by Seller, Buyer shall not terminate the Agreement unless it has first given notice of such uncured Event of Default to the Lender and has given the Lender an Additional Cure Period to cure such Event of Default. For the purposes of this Agreement, “Additional Cure Period” means (i) with respect to a monetary default, ten (10) Business Days in addition to the cure period (if any) provided to Seller in the Agreement, and (ii) with respect to a non-monetary default, thirty (30) Days in addition to the cure period (if any) provided to Seller in the Agreement. However, if the Lender requires possession of the Project in order to cure the Event of Default and commences foreclosure proceedings against Seller within thirty (30) Days of receiving notice of an Event of Default from Buyer or Seller, whichever is received first, Lender shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) Days; provided, however, that Lender shall provide a written notice to Buyer that it intends to commence foreclosure proceedings with respect to Seller within ten (10) Business Days of receiving a notice of such Event of Default from Buyer or Seller, whichever is received first.

Neither the Lender nor any other participant in the Project Debt shall be obligated to perform or be liable for any obligation of Seller under the Agreement until and unless any of them assumes the Agreement.

Any party taking possession of the Project through the exercise of the Lender’s rights and remedies shall remain subject to the terms of the Agreement and shall assume all of Seller’s obligations under the Agreement, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. In the event that the Lender or its successor assumes the Agreement in accordance with this paragraph, Buyer shall continue the Agreement with the Lender or its successor, as the case may be, substituted wholly in the place of Seller.

Within sixty (60) Days of any termination of the Agreement in connection with any bankruptcy or insolvency Event of Default of Seller, upon the request of Lender, the Lender (or its successor) and Buyer shall enter into a new power purchase agreement on the same terms and conditions as the Agreement and for the period that would have been remaining under the Agreement but for such termination.

Buyer agrees to execute an estoppel certificate substantially in the form of Attachment A.

[ATTACHMENT A TO EXHIBIT J]

[Buyer shall have the right to qualify and/or revise any representation, warranty and other statement that such representation, warranty or other statement is a true statement as of the date of this certificate.]

[Date]

Reference is made to that certain Power Purchase Agreement dated as of [____] (the “PPA”), by and between [____], a [____] organized and existing under the laws of [____] (“Buyer”); and [____], LLC, a [____] (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. Buyer is a [____] duly organized, validly existing and in good standing (if applicable) under the laws of the State of [____]. The execution and delivery by Buyer of this Estoppel Certificate have been duly authorized by all necessary action on the part of Buyer and do not require any further internal approval or consent of Buyer and do not violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Buyer.

The copy of the PPA, as amended, attached as Exhibit [____], constitutes a true and complete copy of the PPA.

To Buyer’s knowledge, as of the date hereof, the PPA is in full force and effect and the PPA has not been assigned or amended by Buyer. All representations and warranties of Buyer under the PPA were true and correct (as may be qualified by the terms of the Agreement) when made, and, to Buyer’s knowledge, remain true and correct in all material respects as of the date hereof, except for those that, by their nature or terms, apply only as of the date originally made[, except: _____].

As of the date hereof, (A) no default or event of default with respect to Buyer nor, to the Buyer’s knowledge, Seller, has occurred under the PPA, and (B) to Buyer’s knowledge, there are no material defaults (including breach(es) of the PPA existing as of the date hereof that are not yet defaults under the PPA because applicable cure periods have not yet expired) or circumstances which with the passage of time and/or giving of notice would constitute a default.

To Buyer’s knowledge, there is no event, act, circumstance or condition constituting an event of force majeure under the PPA.

To Buyer’s knowledge, Buyer has no existing counterclaims, offsets or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA. As of the date hereof, there is no pending or, to Buyer’s knowledge, threatened action or proceeding involving or relating to Buyer before any court, tribunal, governmental authority or arbitrator which purports to materially affect the legality, validity or enforceability of the PPA. There exist no pending or to the Buyer’s

knowledge, threatened disputes or legal proceedings under the PPA or otherwise between Buyer and Seller.

All payments due, if any, under the PPA by Buyer have been paid in full through the period ending on the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

By:

Title:

Name:

EXHIBIT K

PARTICIPANT LIST

FMPA Solar II Project Participants	Share of Rice Creek Solar
Homestead Public Services	3.338%
City of Lake Worth Beach Utilities	17.723%
City of Mount Dora	1.335%
New Smyrna Beach Utilities Commission	6.676%
Winter Park Electric Utility	6.676%
Total	35.748%

For reference only:

FMPA All-Requirements Power Supply Project Participants	Share of Rice Creek Solar
Beaches Energy Services	10.013%
Fort Pierce Utilities Authority	10.013%
Town of Havana	0.167%
Keys Energy Services	16.689%
Kissimmee Utility Authority	13.351%
City of Newberry	0.668%
Ocala Utility Services	13.351%
Total	64.252%

EXHIBIT L

FORM OF PROGRESS REPORT



Project:

Recipient:

PROJECT PROGRESS REPORT

Pursuant to Section 4.1(f) of the Agreement, after the Effective Date and before the Commercial Operation Date, Seller will provide Buyer with quarterly progress reports advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller's best estimate of the Commercial Operation Date.

I. Overview

Milestone	Expected Completion	Status	Notes
Interconnect Screening Study		Pending	
Start of Permitting		Pending	
Completion of Site Studies		Pending	
Interconnection Application		Pending	
System Impact Study		Pending	
Local Permitting Complete		Pending	
Facilities Study		Pending	
Interconnection Agreement		Pending	
Construction NTP		Pending	
Start of Major Equipment Delivery to Site		Pending	
85% Capacity Available		Pending	
Back Feed Available		Pending	
COD		Pending	



II. Status Updates

- **Interconnection Agreement**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Permits, Licenses, Easements and Approvals to Construct**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Construction Notice To Proceed**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Major Equipment Delivered to Site**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Commercial Operation Date**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:

Report Completed: [Date, Sender Initials]

EXHIBIT M

FORM OF SOLAR II PROJECT POWER SALES CONTRACT

Solar II Project

Power Sales Contract

Between

**Florida Municipal Power Agency,
Solar II Power Project**

and

[Member name]

TABLE OF CONTENTS

<u>SECTION 1.</u>	<u>Definitions and Explanations of Terms. As used herein:</u>	2
<u>SECTION 2.</u>	<u>Term & Termination.</u>	3
<u>SECTION 3.</u>	<u>Sale and Purchase.</u>	4
<u>SECTION 4.</u>	<u>Project Budget.</u>	4
<u>SECTION 5.</u>	<u>Billing, Payment, Disputed Amounts.</u>	4
<u>SECTION 6.</u>	<u>Scheduling of Deliveries; Transmission.</u>	5
<u>SECTION 7.</u>	<u>Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters,</u> <u>and Solar 2 Project Committee</u>	6
<u>SECTION 8.</u>	<u>Availability of Entitlement Shares.</u>	6
<u>SECTION 9.</u>	<u>Accounting.</u>	7
<u>SECTION 10.</u>	<u>Information to be Made Available.</u>	7
<u>SECTION 11.</u>	<u>Covenants.</u>	7
<u>SECTION 12.</u>	<u>Event of Default – Project Participant.</u>	8
<u>SECTION 13.</u>	<u>Default by FMPPA.</u>	9
<u>SECTION 14.</u>	<u>Abandonment of Remedy.</u>	9
<u>SECTION 15.</u>	<u>Waiver of Default.</u>	9
<u>SECTION 16.</u>	<u>Relationship to and Compliance with Other Instruments.</u>	9
<u>SECTION 17.</u>	<u>Measurement of Electric Energy.</u>	10
<u>SECTION 18.</u>	<u>Liability of Parties.</u>	10
<u>SECTION 19.</u>	<u>Assignment or Sale of Project Participant's Solar Entitlement Share.</u>	10
<u>SECTION 20.</u>	<u>Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.</u> 11	
<u>SECTION 21.</u>	<u>Termination or Amendment of Contract.</u>	11
<u>SECTION 22.</u>	<u>Notice and Computation of Time.</u>	11
<u>SECTION 23.</u>	<u>Applicable Law; Construction.</u>	12
<u>SECTION 24.</u>	<u>Severability.</u>	12
<u>SECTION 25.</u>	<u>Solar 2 Project Responsibility</u>	12

SOLAR II PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT is made and entered into as of _____, 2019, by and between FLORIDA MUNICIPAL POWER AGENCY, a legal entity organized under the laws of the State of Florida ("FMPA") and [Member name], a [describe Member], a member of FMPA (the "Project Participant").

WITNESSETH:

WHEREAS, FMPA was created to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage in the generation of Electric Energy; and

WHEREAS, FMPA is authorized and empowered, among other things, (i) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in one or more electric projects; (ii) to issue its bonds, notes or other evidences of indebtedness to pay all or part of the costs of acquiring such electric projects; and (iii) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and

WHEREAS, Origis Energy, including its successors or assigns, ("Seller") is developing solar photovoltaic single-axis tracking electric generating facilities having nameplate capacities of 74.9 MW alternating current ("ac"), which will be designed, financed, constructed and operated by Seller in Alachua and Putnam Counties, Florida ("Solar Facility"); and

WHEREAS, FMPA has entered into Power Purchase Agreements between Seller and FMPA on behalf of the Solar II Project ("Solar PPA"), a copies of which are attached to this Power Sales Contract as "Attachment A," and FMPA will purchase and receive a portion of the as-available net Electric Energy output and associated Renewable Energy Attributes and Facility Attributes produced by Solar Facility (referred to cumulatively in this Power Sales Contract as the "Solar Product"); and

WHEREAS, FMPA will take or cause to be taken all steps necessary for delivery to Project Participant and the other Project Participants of their respective share of the Solar Product produced from or attributable to the Solar Facility and delivered to FMPA under the Solar PPA, and will sell the Solar Product from the Solar Facility pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other Project Participants; and

WHEREAS, the execution of the Solar PPA for the supply of Solar Product produced by or attributable to the Solar Facility to the Project Participant and the other Project Participants contracting with FMPA therefore is authorized by the Interlocal Agreement creating the Florida Municipal Power Agency FMPA, as amended to date and as such Interlocal Agreement has been supplemented by a resolution adopted by the Board of FMPA at a meeting duly called and duly held on December 12, 2019, which Interlocal Agreement, as so amended and supplemented, constitutes "an agreement to implement a project" and a "joint power agreement" for the Solar II Project, as such terms are used in Chapter 361, Part II, Florida Statutes, as amended; and

WHEREAS, in order to pay the cost of acquiring the Solar Product produced by or attributable to the Solar Facility under the Solar PPA, it is necessary for FMPA to have substantially similar binding contracts with the Project Participant and such other Project Participants purchasing Solar Product produced by or attributable to the Solar Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein:

Allocable A&G Costs shall mean administrative and general costs incurred by FMPA that have been allocated to the Solar II Project by the FMPA Board of Directors. The initial allocation of Allocable A&G Costs is attached to this Power Sales Contract as “Attachment B,” as it may be amended from time to time at the discretion of the FMPA Board of Directors.

Annual Budget means the budget adopted by the Board of FMPA pursuant to paragraph (a) of 0 hereof which itemizes the estimated Monthly Energy Costs and Project Related Costs for the following Contract Year, or, in the case of an amended Annual Budget adopted by the Board of FMPA, during the remainder of a Contract Year, and the Project Participant's share, if any, of each.

Board shall mean the Board of Directors of FMPA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on October 1 of each year, except that the first Contract Year shall commence on 12:01 a.m. on **December 12, 2019**, and shall expire at 12:00 a.m. the next succeeding October 1.

Discretionary Term Decision shall have the meaning set forth in 0 of this Power Sales Contract.

Downgrade Event shall have the meaning set forth in the Solar PPA.

Effective Date shall have the meaning set forth in 0 of this Power Sales Contract.

Electric Energy shall mean kilowatt hours (kWh).

Energy Price means the price (\$/MWh) to be paid by FMPA under the Solar PPA for Solar Product produced by the Solar Facility and delivered by Seller to FMPA.

Energy Share shall mean FMPA's 53.55 MW share under the Solar PPA in the Solar Product produced by or associated with the Solar Facility.

Facility Attributes has the meaning given in the Solar PPA.

Initial Energy Delivery Date shall have the meaning provided for in the Solar PPA.

Interlocal Agreement means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

Month shall mean a calendar month.

Monthly Energy Costs shall mean, with respect to each Month of each Contract Year, the product of (i) the Energy Price and (ii) the quantity of Solar Product delivered by Seller to FMPA.

Point of Delivery shall mean the high side of the generator step-up transformer of the Solar Facility.

Power Sales Contracts shall mean this Power Sales Contract and the other Power Sales Contracts, dated the date hereof, between FMPA and the other Project Participants, all relating to the Solar PPA and Solar Facility, as the same may be amended from time to time, and any substantially similar contract entered into by FMPA in connection with any transfer or assignment in accordance with this Power Sales Contract.

Project Development Fund Costs shall mean those costs incurred by FMPA and funded by the FMPA Project Development Fund used for the establishment of the FMPA Solar II Project. The Project Development Fund Costs as of the Effective Date are set forth in “Attachment D” of this Power Sales Contract.

Project Related Costs shall mean the costs incurred under the Solar PPA other than Monthly Energy Costs, as well as any other costs incurred by FMPA directly attributable to the Solar II Project, including,

without limitation, Allocable A&G Costs, any amounts to reimburse FMPA Project Development Fund Costs, a Working Capital Allowance, any costs associated with real-time monitoring of the output from the Solar Facility to facilitate Project Participants' transmission scheduling requirements, any credit or payment assurance amounts that may be required under the Solar PPA due to a Downgrade Event, as such term is defined in the Solar PPA, among others.

Project Participants shall mean the parties, including the Project Participant, other than FMPA, to Power Sales Contracts substantially similar hereto.

Renewable Attributes has the meaning given in the Solar PPA.

Schedule of Project Participants shall mean the Schedule of Project Participants contained in Schedule 1 attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Seller shall have the meaning set forth in the Recitals of this Power Sales Contract.

Solar Entitlement Share shall mean, with respect to each project Participant, that percentage of FMPA's Energy Share from the Solar Facility shown opposite the name of such Project Participant in the Schedule of Project Participants as the same may be adjusted from time to time in accordance with the provisions hereof.

Solar II Project shall mean the contractual arrangements and agreements for the purchase of Solar Product by FMPA pursuant to the Solar PPA and sale of the Solar Product to Project Participant pursuant to this Power Sales Contract.

Solar II Project Committee has the meaning set forth in 0 of this Power Sales Contract.

Solar Facility shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar Product shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar PPA shall have the meaning set forth in the recitals of this Power Sales Contract.

Transmission Service Provider shall mean the transmission service provider(s) to which the Solar Facility is interconnected.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission (or its successor in function) Uniform Systems of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

Working Capital Allowance shall mean funds acquired by the Solar II Project in such amounts as shall be deemed reasonably necessary by the FMPA Board of Directors to provide for any working capital needs, including providing for the Solar II Project's ability to pay the Seller in the event of non-payment by one or more Project Participants. The initial Working Capital Allowance and the method of funding is described in "Attachment C" to this Power Sales Contract.

SECTION 2. Term & Termination.

Effective Date. This Power Sales Contract shall become effective upon the last date of execution and delivery of all Power Sales Contracts by all Project Participants originally listed in the Schedule of Project Participants and by FMPA (the "Effective Date") and shall, unless this Power Sales Contract is terminated early pursuant hereto, continue until the expiration or earlier termination of the Solar PPA. Unless a Project Participant terminates this Agreement pursuant to Section 19(a) by paying all stranded cost obligations, neither termination nor expiration of this Power Sales Contract shall affect any accrued liability or obligation hereunder. Notwithstanding the foregoing, in the event it is ultimately determined that any other Project Participant failed to duly and validly execute and deliver its Power Sales Contract, or if any other Power Sales Contract, or any portion thereof, shall be deemed invalid or unenforceable for any other

reason whatsoever, such determination shall in no way affect the commencement, term or enforceability of this Power Sales Contract or the Project Participant's obligations hereunder.

Early Termination. Project Participant may terminate this Power Sales Contract pursuant to 0 of this Power Sales Contract.

SECTION 3. Sale and Purchase.

Commencing on the Initial Energy Delivery Date of the Solar Facility, FMPA shall purchase from Seller in accordance with the terms and conditions of the Solar PPA, and FMPA agrees to and does sell, and the Project Participant agrees to and does hereby purchase, the Project Participant's Solar Entitlement Share. The Project Participant shall, in accordance with and subject to the provisions of 0 hereof, pay FMPA (i) for its Solar Entitlement Share, an amount determined by multiplying Monthly Energy Costs by the Project Participant's Solar Entitlement Share, and (ii) for its share of monthly Project Related Costs, an amount determined by multiplying the Project Related Costs for such Month by Project Participant's Solar Entitlement Share. FMPA shall provide documentation evidencing the conveyance of the Renewable Attributes associated with the Solar Product to Project Participant in a form acceptable to FMPA and Project Participant.

SECTION 4. Project Budget.

In accordance with the FMPA Board of Directors' annual schedule for budget development, the Solar II Project Committee shall develop and approve a budget for the Solar II Project and submit the same to the FMPA Board of Directors for approval. As part of the budget process, the Solar II Project Committee will review Project Related Costs, including the Allocable A&G and the Working Capital Allowance, to ensure the appropriate amount of resources are allocated the Solar II Project.

On or before August 1, 2020, and on or before August 1 prior to the beginning of each Contract Year thereafter, the Board of FMPA shall review the proposed Solar II Project budget submitted by the Solar II Project Committee, and shall adopt and submit to the Project Participant an Annual Budget for the following Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder and serve as a basis for Project Participants' payments hereunder for Monthly Energy Costs and Project Related Costs for such Contract Year.

During each Contract Year, the Solar II Project Committee or Board may review its Annual Budget for the remainder of the Contract Year at any time as it shall deem desirable. In the event such or any other review indicates that such Annual Budget will not substantially correspond with actual Monthly Energy Costs, or actual Project Related Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting the Monthly Energy Costs, or Project Related Costs, the Solar II Project Committee shall recommend and the Board of FMPA shall adopt and submit to each Project Participant an amended Annual Budget applicable to the remainder of such Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder for the remainder of such Contract Year and serve as the basis for the Project Participant's monthly payments for Monthly Energy Costs and Project Related Costs hereunder for the remainder of such Contract Year.

SECTION 5. Billing, Payment, Disputed Amounts.

On or before the 10th day of each Month beginning with the second Month of the first Contract Year following the Effective Date, FMPA shall render to the Project Participant a monthly statement showing, in each case with respect to the prior Month, the amount of energy delivered for each hour and the amounts payable by Project Participant in respect of the following (i) the Monthly Energy Costs; (ii) the Project Related Costs; and (iii) any amount, if any, to be credited to or paid by the Project Participant pursuant to the terms of this Power Sales Contract.

Monthly payments required to be paid to FMPA pursuant to this 00 shall be due and payable to FMPA on the 25th day of the Month in which the monthly statement was rendered. The Project Participant

shall make payment to FMPA by the transfer of funds from the Project Participant's bank account, using an ACH Push or domestic Wire Transfer, through instructions to be provided by FMPA to the Project Participant.

If payment in full is not made on or before the close of business on the due date, a delayed payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage prime rate of interest plus 5%, or the maximum rate lawfully payable by the Project Participant, whichever is less. If said due date is Saturday, Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge.

In the event of any dispute that is known by Project Participant, or should have reasonably been known, as to any portion of any monthly statement, the Project Participant shall nevertheless pay the full amount of such disputed charges when due and shall give written notice of such dispute to FMPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. FMPA shall give consideration to such dispute and shall advise the Project Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the statement next submitted to the Project Participant after such determination. If it is determined that the disputed amount is in the favor of the Participant, to the extent that FMPA earned any interest on the amount withheld, then interest actually earned shall be applied to the overpaid amount.

The obligation of the Project Participant to make the payments under this 0 shall constitute an obligation of the Project Participant payable as an operating expense of the Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system. The obligation of the Project Participant to make payments under this Power Sales Contract shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be otherwise conditioned upon performance of FMPA or Seller under the Solar PPA or the performance by FMPA under this or any other agreement or instrument or the validity or enforceability of any other Power Sales Contract or any other agreement between FMPA and any other Project Participant; provided, however, that the Monthly Energy Costs payable by Project Participant shall reflect the Project Participant's Solar Entitlement Share of the quantity of Solar Product made available by the Seller at the Point of Delivery, and payable by FMPA under the Solar PPA, during that month. The obligation of the Project Participant to make payments under this 00 shall not constitute a debt of the Project Participant within the meaning of any constitutional or statutory provision or limitation or a general obligation of or pledge of the full faith and credit of the Project Participant, and neither the Project Participant nor the State of Florida or any agency or political subdivision thereof shall ever be obligated or compelled to levy ad valorem taxes to make the revenues provided for in this 0, and the obligation of the Project Participant to make payments pursuant to this 0 shall not give rise to or constitute a lien upon any property of the Project Participant or any property located within its boundaries or service area.

SECTION 6. Scheduling of Deliveries; Transmission.

FMPA shall cause Seller, or Seller's agent, to schedule and deliver FMPA's Energy Share to the Point(s) of Delivery in accordance with standard scheduling and dispatching procedures. Unless otherwise agreed to in writing by FMPA and Project Participant, Project Participant shall be responsible for scheduling the delivery of its Solar Entitlement Share of Electric Energy, as well as the associated transmission service, from the Point(s) of Delivery to Project Participant's electric system. Upon request, FMPA, or its agent, shall provide such Project Participant with the Seller's daily forecasted output of the Solar Facility as provided by Seller pursuant to the Solar PPA. FMPA, or its agent, shall maintain communication with the Project Participant regarding Solar Facility forecasts and real-time output in order

to enable Project Participant to modify its transmission schedules with its transmission service provider to align with the Solar Facility's actual output.

Project Participant shall be responsible for securing transmission service necessary to deliver the Solar Energy from the Point of Delivery to Project Participant's electric system. To the extent this transmission service requires upgrades to Project Participant's transmission service provider's transmission system, Project Participant shall be responsible for ensuring all upgrades are complete and Project Participant is able to receive its Solar Entitlement Share prior to the Initial Energy Delivery Date, as defined in the Solar PPA, or otherwise arrange for alternative transmission arrangement for, or disposal of, its Solar Entitlement Share until such time as Project Participant can receive it. Project Participant shall be responsible for enforcing its rights under its transmission service agreement(s) and its transmission service provider's Open Access Transmission Tariff ("OATT") regarding the transmission service provider's obligation to make such upgrades.

All of the provisions of this 0 are subject to the provisions of the Solar PPA, and in the event of any inconsistencies between this 0 and the provisions of the Solar PPA governing scheduling, the terms of the Solar PPA shall govern.

SECTION 7. Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar II Project Committee.

The Solar PPA includes several provisions that allow the Solar II Project to exercise discretion regarding whether to extend the Term of the Solar PPA or to continue the existing Term of the Solar PPA despite a triggering event under the terms of the Solar PPA that permit early termination (hereinafter referred to as "Discretionary Term Decisions"). Such Discretionary Term Decisions may include, for example but without limitation, options for extension of the Term of the Solar PPA beyond the Initial Term, options for continuing or terminating obligations related to portions of the solar capacity that do not make commercial operation deadlines, and options for early termination of the Solar PPA if certain conditions precedent are not met. Project Participant and all other Project Participants will each designate a representative to serve on the Solar II Project Committee. The Committee will meet in advance of any Discretionary Term Decisions provided for under the Solar PPA, and as FMPPA or any Project Participant may request, with 30 day advance Notice (or less if the matter at hand so requires). The Solar II Project Committee shall meet not less than 180 days prior to the expiration of the Initial Term or a Renewal Term, as defined in the Solar PPA, if any, to decide whether to extend the Term of the Solar PPA. In making any Discretionary Term Decision, the Solar II Project Committee will vote on the matter. If the Solar II Project Committee unanimously decides to exercise a Discretionary Term Decision, then such unanimous consent shall be presented to the FMPPA Board of Directors as a recommendation for action on the matter. If one or more Solar II Project Participants do not wish to exercise a Discretionary Term Decision, then the other Solar II Project Participants may elect to assume the Solar Entitlement Share of those Project Participant(s) that do not wish to exercise the Discretionary Term Decision. In such event, the non-exercising Project Participant(s)' Solar II Project Power Sales Contract shall be terminated, and the Power Sales Contract of the assuming Project Participant(s)' shall be amended to reflect the revised Solar Entitlement Shares. In the event that the Project Participant(s) that wish to exercise the Discretionary Term Decision cannot agree to assume 100% of the terminating Project Participant(s)' Solar Entitlement Share, then the Discretionary Term Decision shall not be exercised.

All other, non-Discretionary Term Decisions made by the Solar II Project Committee shall be by a simple majority, with each Project Participant having one equally-weighted vote on Solar II Project matters. After formation of the Solar II Project, each Project Participant shall designate a representative to serve on the Solar II Project Committee. The Solar II Project Committee shall develop a Solar II Project Committee Charter for review and approval of the Board of Directors.

SECTION 8. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Solar PPA, the Project Participant's Solar Entitlement Share shall be made available for delivery to each Project Participant by FMPA in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that, regardless of the amount of Solar Product actually delivered in any given month, Project Participant shall be obligated to make its payments under 0 hereof all for non-energy related Project Related Costs.

SECTION 9. Accounting.

FMPA agrees to keep accurate records and accounts relating to the Solar II Project and relating to Monthly Energy Costs, and Project Related Costs, in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. Said accounts shall be audited annually, which audit may be conducted as part of and in connection with the normal year-end audit of FMPA, by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by FMPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by FMPA to the Project Participant not later than 120 days after the end of each Contract Year.

The Project Participant shall supply to FMPA upon request a copy of the Project Participant's annual financial audit. Project Participant shall notify FMPA in writing immediately upon becoming aware of any event that may negatively affect the Project Participant's credit rating or cause a Downgrade Event, as defined in the Solar PPA.

SECTION 10. Information to be Made Available.

Based, in each case, upon the data most recently available to FMPA pursuant to the Solar PPA, at intervals requested by Project Participant, FMPA will prepare and issue to the Project Participant the following reports:

- status of the Solar II Project annual budget,
- status of construction of the Solar Facility during construction, as received from Seller, and
- operating statistics relating to Solar II Project, as received from Seller

Upon request, FMPA shall furnish or otherwise make available to the Project Participant all other information which FMPA receives from Seller pursuant to the Solar PPA.

FMPA shall promptly provide Project Participant copies of any notices made or received by FMPA pursuant to the Solar PPA.

Project Participant shall, upon request, furnish to FMPA all such information as is reasonably required by FMPA to carry out its obligations under this Power Sales Contract and the Solar PPA. As the Solar II Project is obligated to demonstrate creditworthiness as a requirement of the Solar PPA and report to Seller any Downgrade Event, Project Participants will cooperate with FMPA and will promptly notify FMPA of any event experienced by Project Participant that may cause or contribute to a Downgrade Event.

SECTION 11. Covenants.

Project Participant Covenants. Project Participant agrees (1) to maintain its electric utility system in good repair and operating condition; (2) to cooperate with FMPA in the performance of the respective obligations of such Project Participant and FMPA under this Power Sales Contract; (3) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds

sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Power Sales Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric utility system; and (4) take such action and execute and deliver all documents and information reasonably necessary to enable FMPA to perform its obligations under the Solar PPA.

Project Participant agrees that any power purchase agreement entered into by Project Participant after the Effective Date of this Power Sales Contract, including, without limitation, any full-requirements power supply agreement, with any third party shall permit Project Participant to purchase and receive Solar Product pursuant to this Power Sales Contract.

FMPA Covenants. FMPA covenants that it shall administer and enforce against the Seller the terms and conditions of the Solar PPA, including complying with any covenants required therein, as advised by the Solar II Project Committee and directed by the FMPA Board of Directors.

SECTION 12. Event of Default – Project Participant.

Failure of the Project Participant to make to FMPA when due any of the payments for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Project Participant.

Continuing Obligation, Right to Discontinue Service. In the event of any default referred to in this 0 hereof, the Project Participant shall not be relieved of its liability for payment of the amounts in default, plus reasonable attorney's fees and costs, and FMPA shall have the right to recover from the Project Participant any amount in default. In enforcement of any such right of recovery, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Project Participant, and FMPA shall, upon ten (10) days written notice to the Project Participant, cease and discontinue, either permanently or on a temporary basis, providing all or any portion of the Project Participant's Solar Entitlement Share, at the discretion of the Solar II Project Committee.

Transfer of Solar Entitlement Shares Following Default. In the event of a default by any Project Participant and permanent discontinuance of service pursuant to this 0 of such Project Participant's Power Sales Contract, FMPA is hereby appointed the agent of such Project Participant for the purpose of disposing of such Project Participant's Solar Entitlement Share and as such agent, FMPA shall proceed to dispose of such defaulting Project Participant's Solar Entitlement Share as follows:

FMPA shall first offer to transfer to all other non-defaulting Project Participants a pro rata portion of the defaulting Project Participant's Solar Entitlement Share which shall have been discontinued by reason of such default. Any part of such Solar Entitlement Share of a defaulting Project Participant which shall be declined by any non-defaulting Project Participant shall be reoffered pro rata to the non-defaulting Project Participants which have accepted in full the first such offer; such reoffering shall be repeated until such defaulting Project Participant's Solar Entitlement Share has been reallocated in full or until all non-defaulting Project Participants have declined to take any portion or additional portion of such defaulting Project Participant's Solar Entitlement Share.

In the event less than all of a defaulting Project Participant's Solar Entitlement Share shall be accepted by the other non-defaulting Project Participants pursuant to clause (1), FMPA shall, to the extent permitted by law, use commercially reasonable efforts to sell the remaining portion of a defaulting Project Participant's Solar Entitlement Share for the remaining term of such defaulting Project Participant's Power Sales Contract with FMPA. The agreement for such sale shall contain such terms and conditions, including provisions for discontinuance of service upon default, and as are otherwise acceptable to the Solar II Project Committee.

Any portion of the Solar Entitlement Share of a defaulting Project Participant transferred pursuant to SECTION 12(c)(1) to a non-defaulting Project Participant shall become a part of and shall be added to the Solar Entitlement Share of such Project Participant(s), and each such Project Participant(s) shall be obligated to pay for its Solar Entitlement Share increased as aforesaid, as if the Solar Entitlement Share of such Project Participant(s), increased as aforesaid, had been stated originally as the Solar Entitlement Share of such Project Participant(s) in its Power Sales Contract with FMPA; provided, however, that the Project Participant assuming the defaulting Project Participant's Power Entitlement share shall not be liable for, and the defaulting Project Participant shall remain liable for, any amounts owed by the defaulting Project Participant prior to the assignment and assumption of the defaulting Project Participant's Power Entitlement Share.

The defaulting Project Participant shall remain liable for all payments to be made on its part pursuant to the Power Sales Contract, except that the obligation of the defaulting Project Participant to pay FMPA shall be reduced to the extent that payments shall be received by FMPA, net of any administrative and reasonable attorney's fees and costs incurred by FMPA that is caused by the default, for that portion of the defaulting Project Participant's Solar Entitlement Share which may be transferred or sold or for the Solar Product associated therewith which may be sold as provided in clauses (1), (2), or (3) of this 0. Notwithstanding the foregoing, to the extent a defaulting Project Participant has failed to pay its Solar II Project invoice, in order to prevent FMPA from defaulting under the Solar PPA, the non-defaulting Project Participants' monthly Solar II Project invoices shall be increased on a pro rata basis, based on such Project Participants Solar Entitlement Shares, unless and until FMPA shall recover from the defaulting Project Participants amounts owed, upon which FMPA shall reimburse the non-defaulting Project Participants.

Other Default by Project Participant. In the event of any default by the Project Participant under any other covenant, agreement or obligation of this Power Sales Contract which has not been cured within thirty (30) days after receipt of notice by FMPA, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Project Participant. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 13. Default by FMPA.

In the event of any default by FMPA under any other covenant, agreement or obligation of this Power Sales Contract, Project Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against FMPA. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 14. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of FMPA and the Project Participant shall continue as though no such proceedings had been taken.

SECTION 15. Waiver of Default.

Any waiver at any time by either FMPA or the Project Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 16. Relationship to and Compliance with Other Instruments.

The performance of FMPA under this Power Sales Contract is made subject to the terms and provisions of the Solar PPA.

SECTION 17. Measurement of Electric Energy.

FMPA will or will cause Seller to install, maintain, and operate the metering equipment, required to measure the quantities of Electric Energy produced and delivered from the Solar Facility in accordance with the Solar PPA. Each meter used pursuant to this 0 shall be tested and calibrated in accordance with the Solar PPA.

SECTION 18. Liability of Parties.

Any liability which is incurred by FMPA pursuant to the Solar PPA and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of FMPA derived from the Solar II Project, and any payments made by FMPA, or which FMPA is obligated to make, to satisfy such liability shall become part of Monthly Energy Costs, as required in order to satisfy the obligation of FMPA to make such payments as provided in the Solar PPA.

SECTION 19. Assignment or Sale of Project Participant's Solar Entitlement Share.

Project Participant may terminate this Power Sales Contract upon 90 days advance written notice to FMPA and provided that Project Participant pay, prior to the termination date, the amounts set forth in this 0. Prior to the termination date, Project Participant shall pay to FMPA all stranded cost obligations, as determined by FMPA, to hold the other, non-terminating, Project Participants harmless from the costs associated with Project Participant's termination. For purposes of this 0, stranded cost obligations are defined as an estimate of the solar energy costs that FMPA will pay for the terminating Project Participant's Solar Entitlement Share during each remaining month of the remaining Initial Term of the Solar PPA based on a forecast of expected solar production. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PVsyst or its successor/peer products) reflective of a degradation rate of 0.5% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the Solar PPA Initial Term. Upon such payment and termination, Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract. The terminating Project Participant's Solar Entitlement Share shall be allocated to the remaining Project Participants on a pro rata basis based on their Solar Entitlement Shares.

Project Participant may assign this Power Sales Contract to another Project Participant or another FMPA member, provided that such assignee agrees to fully assume, and fully accept all terms and conditions of, this Power Sales Contract for the Term hereof. If assigned to a FMPA member that is not a Project Participant, such assuming FMPA member shall become a Project Participant upon its assumption of the Power Sales Contract. Upon such assignment and assumption, this Power Sales Contract shall terminate, and Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract.

In the event the Project Participant shall determine that all or any amount of the Solar Product which can be produced from the Project Participant's Solar Entitlement Share are in excess of the requirements of the Project Participant, or Project Participant no longer desires to purchase and receive its Solar Entitlement Share, at the written request of the Project Participant, FMPA shall use commercially reasonable efforts to sell and transfer on behalf of such Project Participant for any period of time all or any part of such excess Solar Product to such other Project Participant or Participants as shall agree to take such Solar Product at such prices as may be agreed to, provided, however, that in the event the other Project Participants do not agree to take the entire amount of such excess, FMPA shall have the right, to the extent permitted by law, to dispose of such excess to other utilities. If all or any portion of such excess of the Project Participant's Solar Entitlement Share is sold pursuant to this 0, then the Project Participant's Solar

Entitlement Share shall not be reduced, and the Project Participant shall remain liable to FMPA to pay the full amount due as if such sale had not been made; except that such liability shall be discharged to the extent that FMPA shall receive payment for such excess from the purchaser or purchasers thereof and that any amounts received by FMPA as payment for such excess which is greater than the liability owed by the Project Participant to FMPA in respect of such excess shall be promptly paid or credited by FMPA to the Project Participant.

SECTION 20. Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.

This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in (1) SECTION 12 hereof in the event of a default; (2) 0, and (3) 0, neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. The Solar II Project Committee shall make a recommendation on any assignment of a Power Sales Contract hereunder to the FMPA Board of Directors for their action.

Project Participant agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to FMPA and, in any event, will not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall, subject to the Solar PPA, assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, if any, and any such purchaser or lessee shall assume all obligations of the Project Participant under this Power Sales Contract; and (ii) FMPA shall by affirmative vote of the FMPA Solar II Project Committee reasonably determine that such sale, lease, abandonment or other disposition will not materially adversely affect FMPA's ability to meet its obligations under the Solar PPA.

SECTION 21. Termination or Amendment of Contract.

This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

This Power Sales Contract may be terminated by FMPA by notice to the Project Participant upon an event of default by Project Participant that has not been cured in accordance with this Power Sales Contract.

No Power Sales Contract entered into between FMPA and another Project Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Project Participants, and upon similar amendment being made to the Power Sales Contract of any other Project Participants requesting such amendment after receipt by such Project Participant of notice of such amendment.

SECTION 22. Notice and Computation of Time.

Any notice or demand by the Project Participant to FMPA under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission to the following:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.lamar.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

Any notice or demand by FMPA to the Project Participant under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission, and addressed to the Project Participant at the address set forth on Schedule 1 hereto.

A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day) and a notice of overnight mail or courier shall be deemed to have been received two (2) business days after it was sent or such earlier time as is confirmed by the receiving Party.

The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 23. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the laws of the State of Florida. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 25. Solar II Project Responsibility

This Power Sales Contract is a liability and obligation of the Solar II Project only. No liability or obligation under this Power Sales Contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of FMPA generally, any individual FMPA member other than Project Participant, or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

[Member name]

(SEAL)

By: _____
[name]
[Title]

Attest:

Date: _____

[name]
[title]

Approved as to form and legal sufficiency:

By: _____
City Attorney

ATTACHMENT A
POWER PURCHASE AGREEMENTS

ATTACHMENT B

FMPA PROCESS FOR DETERMINING ALLOCABLE A&G COSTS

FMPA uses a process to determine the Administrative and General costs (A&G) that will be incurred to effectively manage its non-ARP power supply projects. FMPA's Board approves the process and the allocations to power supply project participants when the Board approves each annual power supply project budget. The process is subject to annual review and approval by the Board, and thus, may change from time to time.

The total A&G allocated to the Solar II Project will not exceed 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects, and annual increases in total A&G allocated shall be commensurate with annual salary increases of such highest costs non-executive level FMPA position. Any revision to this approach shall require the approval of the Solar II Project Committee. As of the Effective Date of this Agreement, the amount equal to 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects is \$232,447.

The following describes the power supply project A&G cost determination process for the FY2018 Budget and provides an example of how A&G costs will be allocated to Solar II Project and ARP Solar Participants, starting with the FY2020 budget:

- 1) Staff determines the FMPA positions that are essential to effective management of the Projects.
- 2) Staff determines the percent time each position spends serving the needs of each the Projects and the ARP.
- 3) The allocable cost of each position to each of the Projects is the percent time this position spends serving the needs of each the Projects determined in 2) multiplied by the current mid-point of the salary range of the position as maintained by FMPA's Human Resources Department and approved by the Board, and multiplied by FMPA's overhead adder percentage.
- 4) The total A&G allocated to each Project is the sum of the allocable costs of each position essential to effective management of the Project.
- 5) Once the annual A&G costs to be allocated to the Solar II Project is determined, the amount is divided by 12 to arrive at the monthly allocable A&G costs.
- 6) For Solar II Project, the monthly allocable A&G costs will be divided by the total amount of the solar energy received by the Solar II Project for the billing month to determine a monthly allocable A&G rate (\$/MWh). Each Solar II Project pays this rate times the amount of solar energy each Participant received during the billing month.
- 7) The table below is an example of the calculation of annual and monthly allocable A&G costs to each power supply project and the Solar II Project for the FY2020 Budget using cost data and the process approved for the FY2020 Budget. This allocation process is subject to Board approval each year.

		Example A&G Allocation for FY 2020 Budget						
Position	FY 2019 Mid Point Salary	ARP	STN	Tri-City	STN 2	St Lucie	Solar	Solar 2
General Manager	\$225,000	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Admin Asst.	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Engineering	\$196,197	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Engineer	\$116,129	18.0%	18.0%	18.0%	18.0%	18.0%	5.0%	5.0%
Engineering Assistant	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Finance	\$185,092	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Mgr. Contracts Compliance	\$123,097	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accountant III	\$116,129	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accounting Clerk	\$43,126	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Payroll Clerk PT	\$45,714	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Total	\$1,165,908	\$207,503	\$207,503	\$207,503	\$207,503	\$207,503	\$64,198	\$64,198
Overhead Adder	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%
Annual Allocable A&G	\$2,201,616	\$391,833	\$391,833	\$391,833	\$391,833	\$391,833	\$121,226	\$121,226
Monthly Allocable A&G	\$183,468	\$32,653	\$32,653	\$32,653	\$32,653	\$32,653	\$10,102	\$10,102

ATTACHMENT C
WORKING CAPITAL ALLOWANCE

In order to provide for working capital for the Solar II Project, and to provide for the Solar II Project's ability to pay Seller in the event that of non-payment by one or more Project Participants, the Solar II Project shall maintain a working capital fund in the principal amount of \$250,000 as cash on hand, or other financial instrument as determined by the Solar II Project Committee. The working capital fund will be funded at the time solar energy starts to be provided under the Solar PPA and will remain in place for the remaining term of this Power Sales Contract. Working capital expenses, including payment of interest on any amounts drawn on any financial instruments, shall constitute Project Related Costs.

ATTACHMENT D

PROJECT DEVELOPMENT FUND COSTS

As of the Effective Date of this Agreement, FMPA has incurred \$0 in Project Development Fund costs.

The amount of Project Development Fund costs allocable to Project Participants shall be calculated by dividing the total balance of Development Fund Costs incurred for solar development by the total expected energy production allocated to the Solar II Project over the first 20 years of the Solar PPA. The resulting dollar per MWh cost shall be allocated as a Project Related Cost.

Project Development Fund Cost	Units	Value
Total Development Fund Expenditure	\$	
Participant Capacity	MW-AC	
Est. Annual Capacity Factor	%	
Est. Annual Project Energy	MWh	
20 Year Buy down Per Year	\$	
20 Year Buy down Per MWh	\$/MWh	

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Solar Entitlement Share (MW)</u>	<u>Solar Entitlement Share (%)</u>
Homestead Public Services	5	9.337%
City of Lake Worth Utilities	26.55	49.580%
City of Mount Dora	2	3.735%
New Smyrna Beach Utilities Commission	10	18.674%
Winter Park Electric Utility	10	18.674%
Total	53.55	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Utilities</u> City of Lake Worth Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	

SOLAR POWER PURCHASE AGREEMENT

between

Florida Municipal Power Agency

as Buyer

and

FL Solar 8, LLC

as Seller

dated as of

December 12, 2019

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation.....	16
ARTICLE 2 TERM.....	17
2.1 Term.....	17
ARTICLE 3 OBLIGATIONS AND DELIVERIES	18
3.1 Product.....	18
3.2 Purchase and Sale.....	18
3.3 Contract Price.....	18
3.4 Project Capacity.....	18
3.5 Performance Excuses.....	19
3.6 Offsets, Allowances and Environmental Attributes.....	19
3.7 Station Service.....	20
3.8 Transmission.....	20
3.9 Scheduling.....	21
3.10 Sales for Resale.....	21
3.11 Operating Procedures.....	21
3.12 Regulatory Approvals.....	21
3.13 Standards of Care.....	22
3.14 Buyer Curtailment.....	22
3.15 Outage Notification.....	22
3.16 Operations Logs and Access Rights.....	23
3.17 Forecasting.....	24
3.18 Weather Station.....	24
3.19 Compliance Cost Cap.....	25
3.20 Production Guarantee.....	26
ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION.....	26
4.1 Project Development.....	26
4.2 Commercial Operation.....	26
4.3 Cure Period and Delay Damages.....	27
4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.....	28
ARTICLE 5 METERING AND MEASUREMENT.....	29
5.1 Metering System.....	29
5.2 Inspection and Adjustment.....	29
ARTICLE 6 EARLY TERMINATION.....	30
6.1 Early Termination.....	30
ARTICLE 7.....	31
EVENTS OF DEFAULT.....	31
7.1 Events of Default.....	31
7.2 Remedies; Declaration of Early Termination Date.....	32
7.3 Termination Payment.....	32
7.4 Notice of Payment of Termination Payment.....	33
7.5 Disputes with Respect to Termination Payment.....	33
7.6 Rights and Remedies Are Cumulative.....	33

7.7	Mitigation.	33
ARTICLE 8 PAYMENT		33
8.1	Billing and Payment.	33
8.2	Disputes and Adjustments of Invoices.	34
ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS		34
9.1	Insurance.	34
9.2	Grant of Security Interest.	34
9.3	Performance Assurance.	35
ARTICLE 10 REPRESENTATIONS, WARRANTIES AND COVENANTS		36
10.1	Representations and Warranties.	36
10.2	General Covenants.	37
10.3	Seller Covenants.	37
10.4	Buyer's Covenants.	37
ARTICLE 11 TITLE, RISK OF LOSS, INDEMNITIES		39
11.1	Title and Risk of Loss.	39
11.2	Indemnities by Seller.	39
11.3	Indemnities by Buyer.	39
ARTICLE 12 GOVERNMENTAL CHARGES		40
12.1	Cooperation.	40
12.2	Governmental Charges.	40
ARTICLE 13 CONFIDENTIAL INFORMATION		40
13.1	Confidential Information.	40
ARTICLE 14 ASSIGNMENT		42
14.1	Successors and Assigns; Assignment.	42
14.2	Collateral Assignment.	43
ARTICLE 15 FORCE MAJEURE		45
15.1	Force Majeure Events.	45
15.2	Extended Force Majeure Events.	45
ARTICLE 16 LIMITATIONS ON LIABILITY		45
16.1	Disclaimer of Warranties.	46
16.2	Limitations on Liability.	46
16.3	Buyer Liability.	46
ARTICLE 17 DISPUTE RESOLUTION		47
17.1	Intent of the Parties.	47
17.2	Management Negotiations.	47
17.3	Specific Performance and Injunctive Relief.	47
ARTICLE 18 NOTICES		48
18.1	Notices.	48
ARTICLE 19 MISCELLANEOUS		49
19.1	Effectiveness of Agreement; Survival.	49
19.2	Audits.	49
19.3	Amendments.	49
19.4	Waivers.	49
19.5	Severability.	49
19.6	Standard of Review.	50
19.7	Governing Law.	50
19.8	Waiver of Trial by Jury.	50

19.9	Attorneys’ Fees.....	51
19.10	No Third-Party Beneficiaries.	51
19.11	No Agency.....	51
19.12	Cooperation.	51
19.13	Further Assurances.	51
19.14	Captions; Construction.	51
19.15	Entire Agreement.	52
19.16	Forward Contract.....	52
19.17	Service Contract.	52
19.18	Counterparts.	52

Exhibit A	Contract Price & Option Price
Exhibit B	Description of Project
Exhibit C	Description of the Delivery Point
Exhibit D	Production Guarantee
Exhibit E	Form of Guaranty
Exhibit F	Form of Letter of Credit
Exhibit G	Seller Insurance Requirements
Exhibit H	Form of Surety Bond
Exhibit I	Form of Environmental Attributes Attestation and Bill of Sale
Exhibit J	Form of Lender Consent
Exhibit K	Participant List
Exhibit L	Form of Progress Report
Exhibit M	Form of FMPA Solar II Project Power Sales Contract

SOLAR POWER PURCHASE AGREEMENT (Solar II Project)

This SOLAR POWER PURCHASE AGREEMENT (this “**Agreement**”) is made this 12th day of December, 2019 (the “**Effective Date**”), by and between **the Florida Municipal Power Agency**, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“**Buyer**”) and FL Solar 8, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller intends to develop a photovoltaic solar energy generation facility of approximately 74.9 aggregate nameplate capacity on a site located in Alachua County, Florida, as further described in Exhibit B (the “**Project**”); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase and receive, all of the electric Energy and associated Capacity Attributes and Environmental Attributes from Buyer’s Share of the Project, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 *Definitions.*

“**AC**” means alternating current.

“**Abandon**” means after having commenced construction of the Project, Seller stops construction of the Project for more than ninety (90) consecutive days excluding cessation of construction work caused by the occurrence of a Force Majeure Event, Permitting Delay, or Transmission Delay and because of such stoppage Seller cannot reasonably demonstrate to Buyer that it will nonetheless be able to complete the Facility within the timeframe contemplated by this Agreement.

“**Adjustment Period**” has the meaning set forth in Section 5.2.

“**Affiliate**” means, with respect to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph hereof.

“Annual Energy Output Guarantee” has the meaning set forth in Exhibit D.

“Applicable Law” means, with respect to any Person or the Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, directives and requirements of all regulatory and other Governmental Authorities, in each case applicable to or binding upon such Person or the Project (as the case may be).

“Applicable REC Program” means, except as otherwise agreed by the Parties, the Green-e Renewable Energy Standard for the United States published by the Center for Resource Solutions, as may be amended, restated, supplemented, or otherwise modified from time to time, and any successor voluntary renewable energy program established as a replacement for such program.

“Bankrupt” means, with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is generally unable to pay its debts as they fall due, (v) been adjudicated bankruptcy or has filed a petition or an answer seeking an arrangement with creditors, (vi) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (vii) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (viii) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (ix) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day commences at 8:00 a.m. and ends at 5:00 p.m. local time for the location of the Site.

“Buyer” has the meaning set forth in the first paragraph of this Agreement.

“Buyer Curtailment Cap” means [REDACTED] of the Buyer’s Share of the Annual Energy Output listed in Table A of Exhibit D.

“Buyer Curtailment Order” means the instruction from Buyer to Seller to reduce Buyer’s Share of generation from the Project by the amount, and for the period of time set forth in such order, for reasons unrelated to a Planned Outage, Forced Outage, Force Majeure and/or Curtailment Period.

“Buyer Curtailment Period” means the period of time during which Seller reduces generation from the Project pursuant to a Buyer Curtailment Order. The Buyer Curtailment Period shall be inclusive of the time required for the Project to ramp down and ramp up.

“Buyer Excuses” has the meaning set forth in Section 3.5(b).

“Buyer’s Share” means 35.748%.

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project intended to value any aspect of the capacity of the Project to produce Energy or ancillary services. Notwithstanding any other provision hereof, Capacity Attributes do not include Environmental Attributes or Tax Attributes.

“Capacity Shortfall” means the difference between Buyer’s Share of the Expected Project Capacity and Buyer’s Share of the amount of Project capacity that has achieved Commercial Operation as of the applicable date.

“Capacity Shortfall Damages” has the meaning set forth in Section 4.4(b).

“Change of Law” means any enactment, adoption, promulgation, modification or repeal of any Applicable Law, or in the administration, interpretation or application thereof by any Governmental Authority occurring on or after the Effective Date.

“Commercially Reasonable” or **“Commercially Reasonable Efforts”** means, with respect to any purchase, sale, decision, or other action made, attempted or taken by a Party, such efforts as a reasonably prudent business would undertake for the protection of its own interest under the conditions affecting such purchase, sale, decision or other action, consistent with Prudent Operating Practices, including, without limitation, electric system reliability and stability, state or other regulatory mandates relating to renewable energy portfolio requirements, the cost of such action (including whether such cost is reasonable), the amount of notice of the need to take a particular action, the duration and type of purchase or sale or other action, and the commercial environment in which such purchase, sale, decision or other action occurs. “Commercially Reasonable” or “Commercially Reasonable Efforts” shall be reviewed and determined based upon the facts and circumstances known, or which could have been known with the exercise of reasonable efforts, at the time that a sale, purchase, or other action is taken and shall not be based upon a retroactive review of what would have been optimal at such time.

“Commercial Operation” means that (a) Seller has delivered to Buyer the Performance Assurance required under Section 9.3; (b) Seller has received all material Governmental

Approvals as may be required prior to commencing commercial operations by Applicable Law for the construction, operation and maintenance of the Project; and (c) the Project or any portion thereof, as applicable, is operating and able to produce and deliver, or make available for delivery, Energy at the Delivery Point.

“Commercial Operation Date” means the earlier of (a) the date on which Commercial Operation has occurred with respect to the full Expected Project Capacity and Seller has provided written notice of the Commercial Operation Date to Buyer; (b) [REDACTED] days after the Target Commercial Operation Date (as may be extended by Permitted Extensions); and (c) the date the Termination Option is exercised.

“Compliance Cost Cap” has the meaning set forth in Section 3.18.

“Compliance Costs” means all reasonable out-of-pocket costs and expenses, including registration fees, volumetric fees, license renewal fees, external consultant fees and capital costs necessary for compliance, incurred by Seller and paid directly to third parties in connection with Seller’s compliance with obligations under any Applicable Law in connection with, as applicable, the qualification of the Project as a renewable energy resource, the certification and transfer of Environmental Attributes, and compliance with the Transmission Owner and Transmission Provider regulations and requirements applicable to the Project due to a Change of Law after the Effective Date which requires Seller to incur additional costs and expenses in connection with any of such obligations, in excess of the costs and expenses incurred for such obligations under Applicable Law in effect as of the Effective Date.

“Confidential Information” has the meaning set forth in Section 13.1.

“Connecting Utility” means the Person that owns the portion of the electric transmission system at the Interconnection Point.

“Continuation Option” has the meaning set forth in Section 4.4.

“Contract Price” has the meaning set forth in Exhibit A.

“Contract Year” means, after the Commercial Operation Date, a calendar year commencing HE 0100 on January 1 and ending on HE 2400 on December 31 of the same year; provided that, if this Agreement is terminated prior to its expiration, the Contract Year in which such termination occurs will end at HE 2400 on the termination date and if the Commercial Operation Date occurs a date other than January 1, the first Contract Year shall commence HE 0100 on the Commercial Operation Date, and all related provisions of this Agreement shall be adjusted for such condensed Contract Years on a pro rata basis.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all

reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with such Terminated Transaction.

“Credit Rating” means, (a) with respect to Seller, the rating then assigned to Seller's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) or if Seller does not have a rating for its senior unsecured long-term debt, then the rating then assigned to Seller as an issues rating by the Rating Agencies; and (b) with respect to Buyer, the rating then assigned to Buyer's long-term bonds secured by revenues of the FMPA Solar II Project or, if Buyer does not have a rating for its long-term bonds or no such bonds are issued and outstanding, then either (i) the rating then assigned to the electric or integrated utility system of each FMPA Solar II Project Participant or (ii) the rating then assigned to the municipality of which the FMPA Solar II Project Participant is a department.

“Creditworthy Entity” means an entity has a Credit Rating of BBB- from S&P or Baa3 from Moody's with a stable outlook.

“Curtailed Period” means the period of time during which there is any curtailment of delivery of the Product resulting from a reduction (including curtailment to zero output or non-dispatch) of the net electrical output of the Project from levels of net electrical output the Project would otherwise be capable of producing, including during a Transmission Interruption that prevents Buyer from receiving Energy at or Seller from delivering Energy to the Delivery Point, as directed or caused by the Transmission Provider, a Governmental Authority, or Transmission Owner not due to actions or omissions of Seller or an Affiliate of Seller.

“Daily Delay Damages” means an amount equal to (a) \$ [REDACTED] multiplied by the number of MWs of Capacity Shortfall, divided by (b) [REDACTED].

“Damages Rate” has the meaning set forth in Exhibit D.

“Day” or “day” means a period of twenty-four (24) consecutive hours beginning at 00:00 hours local time at the Site location on any calendar day and ending at 24:00 hours local time at the Site location on the same calendar day.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be determined using relevant Project availability, weather and other pertinent data for the period of time during the Buyer Curtailment Period.

“Default Commercial Operation Date” means December 31, 2023 or, if there is an ITC Extension, the deadline for the Project to be placed in service to retain its eligibility for a 30% investment tax credit under such extension.

“Delivered Energy” means Buyer’s Share of all Energy produced from the Project and delivered or made available at the Delivery Point, which shall be net of all Station Service and electrical losses associated with the transmission of the Energy to the Delivery Point, including, if applicable, any transmission or transformation losses between the Metering System and the Delivery Point.

“Delivery Term” means the period of time commencing upon the Initial Energy Delivery Date and terminating at the end of the Term.

“Delivery Point” means the point, more specifically described in Exhibit C, where Seller’s Interconnection Facilities connect to the Transmission Owner’s Interconnection Facilities, which shall be the point of interconnection under the Interconnection Agreement.

“Disclosing Party” has the meaning set forth in Section 13.1.

“Dispute” has the meaning set forth in Section 17.1.

“Downgrade Event” refers to any point in time (a) with respect to either Party or its Guarantor’s Credit Rating falls below Investment Grade; and (b) with respect to Buyer, (i) any Credit Rating of Buyer’s long-term bonds secured by the revenues of the FMPA Solar II Project falls below Investment Grade; (ii) if Buyer does not have a Credit Rating for its long-term bonds or no such bonds are issued and outstanding, then (A) less than 65% of the FMPA Solar II Project Participant Entitlement Shares are held by FMPA Solar II Project Participants that have a Credit Rating, or (B) the Credit Ratings then assigned to the electric or integrated utility systems of FMPA Solar II Project Participants with Credit Ratings equals at least thirty five percent (35%) of the Expected Project Capacity or Installed Capacity, as applicable, falls below Investment Grade; or (iii) if the FMPA Solar II Project Participant Covenants in any FMPA Solar II Project Power Sales Contract are amended, modified or altered in a manner which materially adversely impacts the ability of the FMPA Solar II Project to perform and pay its obligations under this Agreement and Seller does not consent thereto, such consent not to be unreasonably withheld, conditioned or delayed.

“Early Termination Date” has the meaning set forth in Section 7.2(a).

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Energy” means electric energy generated by the Project, which shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current and expressed in units of megawatt-hours.

“Environmental Attribute” means any and all presently existing or future benefits, emissions reductions, environmental air quality credits, emissions reduction credits, greenhouse gas emissions, Renewable Energy Credits, offsets and allowances, green tag or other transferable indicia attributable to the Project during the Term, howsoever entitled or named, resulting from the generation of renewable energy or the avoidance, reduction,

displacement or offset of the emission of any gas, chemical or other substance, including any of the same arising out of presently existing or future legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (“UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency, or any successor state or federal agency given jurisdiction over a program involving transferability of Environmental Attributes, and any renewable energy certificate reporting rights to such Environmental Attributes. Notwithstanding any other provision hereof, Environmental Attributes do not include: (a) any Tax Attributes, (b) state, federal or private grants related to the Project, (c) Energy, or (d) Capacity Attributes.

“Equitable Defenses” means any bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and, with regard to equitable remedies, the discretion of the court before which proceedings may be pending to obtain same.

“Event of Default” has the meaning set forth in Section 7.1.

“Executives” has the meaning set forth in Section 17.2(a).

“Expected Project Capacity” has the meaning set forth in Section 3.4.

“FMPA Solar II Project” means the joint-action solar project created by the FMPA Board of Directors pursuant to FMPA Resolution 2019-B12, dated December 12, 2019.

“FMPA Solar II Project Participant Covenants” means the covenants by each FMPA Solar II Project Participant in the applicable FMPA Solar II Project Power Sales Contract: (a) that the payments which the FMPA Solar II Project Participant is required to make under the applicable FMPA Solar II Project Power Sales Contract constitute an obligation payable as an operating expense of the FMPA Solar II Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system; (b) that upon the failure of any other FMPA Solar II Project Participant(s) to make payments owed to FMPA under the applicable FMPA Solar II Project Power Sales Contract, to pay to Buyer such non-defaulting FMPA Solar II Project Participant’s pro rata share of the amounts owed by the defaulting FMPA Solar II Project Participant(s), and (c) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient to meet the operation and maintenance expenses of such electric utility system, including all sums owed to Buyer pursuant to the FMPA Solar II Project Power Sales Contract.

“FMPA Solar II Project Participant” means a municipality or municipal electric utility that is a member of Buyer and a member of the FMPA Solar II Project, all of which are listed on Exhibit K, as may be updated from time to time in accordance with this Agreement.

“FMPA Solar II Project Participant Entitlement Share” means, as to each FMPA Solar II Project Participant, the participant’s individual undivided pro rata entitlement share of the Expected Project Capacity or Installed Capacity, as applicable.

“FMPA Solar II Project Power Sales Contracts” means a Power Sales Contract between a FMPA Solar II Project Participant and Buyer for the sale of FMPA Solar II Project Participant Entitlement Share by Buyer to such FMPA Solar II Project Participant, substantially in the form of Exhibit M.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Project or unavailability of the Project in an amount greater than ten percent (10%) of the Installed Capacity in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction, or any other unavailability of the Project for maintenance or repair that is not a Planned Outage, due to a Buyer Curtailment Order or during a Curtailment Period, or the result of a Force Majeure Event.

“Force Majeure Event” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, other than the obligation to pay amounts due, but only to the extent (1) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (2) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which, by the exercise of due diligence, such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (3) such event is not the direct or indirect result of the fault or negligence of the Party seeking to have its performance obligations excused thereby.

- (a) Subject to the foregoing, events that could qualify as a Force Majeure Event include, but are not limited to the following:
 - (i) acts of God, flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcano, other natural disaster or unusual or extreme adverse weather-related events;
 - (ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation;
 - (iii) except as set forth in subpart (b)(vii) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);
 - (iv) environmental and other contamination at or affecting the Project;

- (v) accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to or adjuncts of shipping or navigation, or quarantine;
- (vi) nuclear emergency, radioactive contamination or ionizing radiation or the release of any hazardous waste or materials;
- (vii) air crash, shipwreck, train wrecks or other failures or delays of transportation;
- (viii) vandalism beyond that which could be reasonably prevented by Seller;
- (ix) the discovery of Native American burial grounds not evidenced in Seller's Phase I environmental assessment of the Site;
- (x) the discovery of endangered species, as defined by Law; and
- (xi) breakdown or failure of equipment as a result of a serial manufacturer defect or flaw.

(b) A Force Majeure Event shall not be based on:

- (i) Buyer's inability economically to use or resell the Product purchased hereunder;
- (ii) Seller's ability to sell the Product at a price greater than the price set forth in this Agreement;
- (iii) Seller's inability to obtain Governmental Approvals or other approvals of any type for the construction, operation, or maintenance of the Project, except to the extent caused by a Force Majeure Event;
- (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Project, except to the extent Seller's inability to obtain sufficient labor, equipment, materials, or other resources is caused by a Force Majeure Event;
- (v) Seller's failure to obtain financing or other funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement; or
- (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller or Seller's Affiliates.

"Force Majeure Extension" has the meaning set forth in Section 4.2(b)(iii).

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Delivery Term, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation,

reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes.

“Governmental Approvals” means all authorizations, consents, certifications, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Project.

“Governmental Authority” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity having jurisdiction over either Party, the Project, the Site, Seller’s Interconnection Facilities, the Transmission Owner’s Interconnection Facilities, or the Transmission System, including the Transmission Provider and NERC; *provided, however,* that “Governmental Authority” will not in any event include any Party.

“Governmental Charges” has the meaning set forth in Section 12.2.

“Guarantor” means an entity which at the time it is to provide a Guaranty (a) has a Credit Rating of at least BBB from S&P or Baa2 from Moody’s if rated by only one Ratings Agency or at least BBB- from S&P and Baa3 from Moody’s if rated by both Ratings Agencies, and (b) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction.

“Guaranty” means a Guaranty substantially in the form of Exhibit E.

“Initial Energy Delivery Date” means the first date that Seller delivers or makes available Energy from the Project to Buyer at the Delivery Point.

“Initial Negotiation End Date” has the meaning set forth in Section 17.2(a).

“Initial Term” has the meaning set forth in Section 2.1.

“Installed Capacity” has the meaning set forth in Section 3.4.

“Interconnection Agreement” means the interconnection service agreement or agreements entered into by and among, as applicable, the Transmission Provider, the Transmission Owner, and the Seller (or Seller’s Affiliate and made available to Seller) pursuant to which the Project will be interconnected with the Transmission System.

“Interconnection Delay” has the meaning set forth in Section 4.2(b)(i).

“Interest Payment Date” means the last Business Day of each calendar month.

“Interest Rate” means the lower of (i) annual rate equal to the Prime Rate then in effect plus ten percent (10%) and (ii) the maximum interest permitted by Applicable Law.

“Interlocal Agreement” means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

“Investment Grade” means a Credit Rating of BBB- from S&P or Baa3 from Moody’s with a stable outlook.

“ITC Extension” means an extension of the December 31, 2023 deadline in section 48(a)(7)(B) for the U.S. Tax Code for the Project to be placed in service to qualify for a 30% investment tax credit.

“Letter(s) of Credit” means one or more irrevocable, transferable standby letters of credit, substantially in the form of Exhibit F, issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- from S&P or A3 from Moody’s, with a “stable outlook” by either S&P or Moody’s and having assets of at least \$ [REDACTED], in a form acceptable to the Party in whose favor the letter of credit is issued.

“Losses” means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from a Terminated Transaction for the remaining term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes and, if applicable, the value of any resulting loss or recapture of Tax Attributes.

“Manager” has the meaning set forth in Section 17.2(a).

“Metering System” means all meters, metering devices and related instruments used to measure and record Energy and to determine the amount of such Energy that is being made available or delivered to Buyer at the Delivery Point for the purpose of this Agreement.

“Meter Owner” shall be the Party that owns the Metering System.

“Moody’s” means Moody’s Investor Service, Inc. or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“MW” means a megawatt (or 1,000 kilowatts) of AC electric generating capacity.

“MWh” means a megawatt hour of Energy.

“NERC” means the North American Electric Reliability Corporation.

“Non-Defaulting Party” has the meaning set forth in Section 7.2.

“Notice” has the meaning set forth in Section 18.1.

“Operating Procedures” has the meaning set forth in Section 3.11.

“Option Price” means the applicable price set forth in the Option Price Table in Exhibit A.

“PA Beneficiary” has the meaning set forth in Article 9.

“PA Provider” means the Party that has provided or is required to provide the applicable Performance Assurance.

“Parties” has the meaning set forth in the first paragraph of this Agreement.

“Party” has the meaning set forth in the first paragraph of this Agreement.

“Performance Assurance” means collateral provided by a Party to secure such Party’s obligations hereunder. Performance Assurance may be in the form of (i) Letter(s) of Credit, (ii) Cash, (iii) Surety Bond and/or (iv) a Guaranty.

“Permitted Extensions” means the extensions to the Target Commercial Operation Date set forth in Section 4.2.

“Permitting Delay” has the meaning set forth in Section 4.2(b)(ii).

“Person” means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity, municipality, limited liability company or any other entity of whatever nature.

“Planned Outage” means the removal of the all or a portion of the Project from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller’s sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during the Project’s operations, and (c) causes the generation level of the Project to be reduced by at least ten

percent (10%) of the Installed Capacity. To the extent there are multiple Project Offtakers, any reduction in generation will be allocated to Buyer pro rata based on Buyer's Share.

"Prime Rate" means the interest per annum equal to the prime rate as published in The Wall Street Journal or comparable successor publication under "Money Rates," as applied on a daily basis, determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

"Product" has the meaning set forth in Section 3.1.

"Production Guarantee Damages" has the meaning set forth in Exhibit D.

"Production Shortfall" has the meaning set forth in Exhibit D.

"Project" has the meaning set forth in the Recitals to this Agreement.

"Project Cure Period" has the meaning set forth in Section 4.3(a).

"Project Investor" or **"Project Investors"** means any and all Persons or successors in interest thereof (a) lending money, extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project and the related rights from Seller; or (b) participating (directly or indirectly) as an equity investor (including a Tax Equity Investor) in the Project; or (c) any lessor under a lease finance arrangement relating to the Project.

"Project Offtaker" means the counterparty to a contract for the purchase of Energy. For the avoidance of doubt, the same entity may be deemed separate Project Offtakers to the extent it is party to multiple contracts for the purchase of Energy.

"Prudent Operating Practices" means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for solar facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Applicable Law, reliability, safety, environmental protection and standards of economy and expedition. Prudent Operating Practices is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the industry.

"Qualified Transferee" means any person or entity that (a) has an equal or better credit rating than the Seller and satisfies the collateral requirements of the Seller set forth in the

Agreement, (b) provides replacement Performance Assurance from a PA Provider with an Investment Grade Credit Rating and assets of at least \$ [REDACTED], (c) has (or has contracted with for the purpose of this Agreement), or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED], solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED] MW, and (d) that expressly assumes in writing all obligations of the Seller under this Agreement.

“Ratings Agency” means either of S&P or Moody’s.

“Receiving Party” has the meaning set forth in Section 13.1.

“Referral Date” has the meaning set forth in Section 17.2(a).

“Renewable Energy Credits” or **“RECs”** means any credits, certificates, green tags or similar environmental or green energy attributes associated with one MWh of electricity generated by the Project created by the Applicable REC Program.

“Renewal Term” has the meaning set forth in Section 2.1.

“S&P” means Standard & Poor’s Rating Group or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“Sales Price” means to the extent Seller, acting in a Commercially Reasonable manner, sells any Product that Buyer does not receive, (i) the price Seller actually receives for such Product, or at Seller’s option, the market price at the Delivery Point for such Product not received as determined by Seller in a Commercially Reasonable manner; less (ii) any costs reasonably incurred by Seller in reselling such Product; provided, however, in no event shall the Sales Price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability.

“SEC” means the U.S. Securities and Exchange Commission.

“Seller” has the meaning set forth in the first paragraph of this Agreement.

“Seller Excuses” has the meaning set forth in Section 3.5(a).

“Seller’s Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Project with the Transmission System up to, and on Seller’s side of, the Delivery Point.

“Seller’s Replacement Costs” has the meaning set forth in Section 3.5(c).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other.

“Site” has the meaning set forth in the Recitals.

“Station Service” means the electric energy from the Transmission System or produced by the Project that is used by the Project to power the lights, motors, control systems and other auxiliary electrical loads that are necessary for testing or operation of the Project.

“Surety Bond” means a bond, substantially in the form of Exhibit H, which provides for payment to the other Party upon demand and which is issued by a commercial entity with (i) a Credit Rating from one or both of S&P and Moody’s, which Credit Rating is at least “A-” from S&P (if such entity has a Credit Rating from S&P) and “A3” from Moody’s (if such entity has a Credit Rating from Moody’s), in each case not on negative credit watch, and (ii) having a net worth of at least \$ [REDACTED] at the time of issuance of the bond.

“System Emergency” means a condition on the Transmission System, at the Project, or on Seller’s Interconnection Facilities or Transmission Owner’s Interconnection Facilities, which condition is likely to result in imminent significant disruption of service to Transmission System customers or is imminently likely to endanger life or property, and includes any condition during which Seller is directed by Transmission Provider to reduce or cease generation for any period of time on account of an emergency.

“Target Commercial Operation Date” means the date that is the latter of (a) 365 days after the Transmission Service Deadline and (b) December 31, 2023.

“Tax Attributes” means (a) investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under federal, state or other Law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, payments in lieu thereof and accelerated and/or bonus depreciation); and (b) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project.

“Tax Equity Investor” means an investor that has acquired an equity interest in Seller pursuant to a financing structure that assigns such investor all rights, title and benefits to the Tax Attributes of Seller.

“Term” means the Initial Term plus any Renewal Terms.

“Terminated Transaction” means the termination of this Agreement in accordance with Section 7.2 of this Agreement.

“Termination Option” has the meaning set forth in Section 4.4.

“Termination Payment” has the meaning set forth in Section 7.3.

“Test Energy” means Buyer’s Share of the Energy generated by the Project and delivered to the Delivery Point prior to the Commercial Operation Date.

“Transfer Taxes” has the meaning set forth in Section 3.3(d).

“Transmission Delay Damages” means the liquidated damages Buyer shall owe Seller in the event Buyer is unable to receive any Delivered Energy due to a failure of obtaining transmission service by the Transmission Service Deadline, as calculated pursuant to Section 4.3.

“Transmission Interruption” means a transmission outage or curtailment directed or caused by the Transmission Owner, Transmission Provider or a Governmental Authority in connection with a System Emergency on the Transmission System that prevents or limits Buyer’s ability to receive Energy at the Delivery Point not due to actions or omissions of Buyer or an Affiliate of Buyer.

“Transmission Owner” means the entity that owns the transmission or distribution system to which the Project interconnects.

“Transmission Owner’s Interconnection Facilities” means the interconnection facilities and related assets that are or will be owned by the Transmission Owner that are required to connect the Project with the Transmission System, as further described in the Interconnection Agreement.

“Transmission Provider” means the regional transmission organization with jurisdiction over the location of the Site or, if none, then the applicable balancing authority for the Site. For the avoidance of doubt, the Transmission Provider and the Transmission Owner may be the same entity.

“Transmission Service Deadline” means the date that is one-hundred and twenty (120) days from Buyer’s receipt from Seller of a copy of the final interconnection facilities study report for the interconnection of the Project.

“Transmission System” means the distribution or transmission system to which the Project interconnects.

1.2 Interpretation.

The following rules of construction shall be followed when interpreting this Agreement except to the extent the context otherwise requires:

- (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter;
- (b) words used or defined in the singular include the plural and vice versa;
- (c) references to Articles and Sections refer to Articles and Sections of this Agreement;

(d) references to Annexes, Exhibits and Schedules refer to the Annexes, Exhibits and Schedules attached to this Agreement, each of which is made a part hereof for all purposes;

(e) references to Applicable Laws refer to such Applicable Laws as they may be amended from time to time, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law and any rules and regulations promulgated thereunder;

(f) terms defined in this Agreement are used throughout this Agreement and in any Annexes, Exhibits and Schedules hereto as so defined;

(g) references to money refer to legal currency of the United States of America;

(h) the words “includes” or “including” shall mean “including without limitation;”

(i) the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Article or Section in which such words appear, unless otherwise specified;

(j) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(k) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

(l) the word “or” will have the inclusive meaning represented by the phrase “and/or;”

(m) the words “shall” and “will” mean “must”, and shall and will have equal force and effect and express an obligation; and

(n) the words “writing,” “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

ARTICLE 2 TERM

2.1 *Term.*

The “**Initial Term**” of this Agreement shall commence on the date hereof and continue until the latter of (a) the date the Agreement is terminated in accordance with its terms, or (b) the date that is 20 Contract Years following the Commercial Operation Date. Buyer shall have the option to extend the term of the Agreement twice (each, a “**Renewal Term**”) by providing Seller written notice of extension no less than 365 days prior to the end of the Initial Term or the first Renewal Term, as applicable. Each Renewal Term shall commence at HE 0100 on the date immediately

following the last day of the Initial Term or first Renewal Term, as applicable, and extend for a period of 5 years, unless sooner terminated in accordance with the terms hereof.

ARTICLE 3 OBLIGATIONS AND DELIVERIES

3.1 *Product.*

The “Product” to be delivered and sold by Seller and received and purchased by Buyer under this Agreement is the Delivered Energy and all associated Environmental Attributes and Capacity Attributes.

3.2 *Purchase and Sale.*

Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, and Buyer shall pay Seller for the Product in accordance with the terms hereof.

3.3 *Contract Price.*

(a) Seller shall provide no less than ten (10) days’ notice prior to the Initial Energy Delivery Date, which shall not occur prior to the Transmission Service Deadline without the prior written consent of Buyer.

(b) Buyer shall pay Seller the Contract Price for all Test Energy.

(c) On and after the Commercial Operation Date, Buyer shall pay Seller for the Product an amount equal to the Contract Price for each MWh of Delivered Energy.

(d) In addition to the amounts otherwise payable by Buyer in accordance with this Section 3.3, Buyer shall pay all applicable sales, use excise, ad valorem, transfer and other similar taxes associated with the sale of Product by Seller to Buyer (“**Transfer Taxes**”), but excluding in all events taxes based on or measured by net income, that are imposed by any taxing authority arising out of or with respect to the purchase or sale of Product (regardless of whether such Transfer Taxes are imposed on Buyer or Seller), together with any interest, penalties or additions to tax payable with respect to such Transfer Taxes.

3.4 *Project Capacity.*

The “**Expected Project Capacity**” is the expected nameplate capacity of the Project as of the Effective Date, as set forth in Exhibit B. The “**Installed Capacity**” shall be the actual capacity of the Project that is able to generate and deliver Energy to the Delivery Point and has otherwise achieved Commercial Operation as of the Commercial Operation Date. Throughout the Delivery Term, Seller shall sell all Product solely to Buyer, except in the case of an Event of Default of Buyer or other failure of Buyer to receive the Product, or during a Force Majeure Event where Buyer is prevented from accepting delivery of the Product.

3.5 *Performance Excuses.*

(a) The obligations of Seller to deliver or make available the Product to Buyer at the Delivery Point shall be excused only (i) during periods of Force Majeure, (ii) by Buyer's failure to perform its obligation to receive the Product at the Delivery Point or other Buyer Event of Default, (iii) during Curtailment Periods, (iv) during Buyer Curtailment Periods, and (v) during Planned Outages ("**Seller Excuses**").

(b) The obligations of Buyer to receive and pay for the Product shall be excused only (i) during periods of Force Majeure, (ii) by Seller's failure to perform its obligations to generate and deliver Product to the Delivery Point or other Seller Event of Default, or (iii) during a Transmission Interruption event ("**Buyer Excuses**").

(c) If Buyer fails to receive all or part of the Product and such failure is not excused due to Buyer Excuses, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the Month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price ("**Seller's Replacement Costs**").

(d) Seller shall include in a monthly invoice delivered to Buyer pursuant to Section 8.1 the amounts owed by Buyer pursuant to Section (a) and a description, in reasonable detail, of the calculation of Seller's Replacement Costs.

3.6 *Offsets, Allowances and Environmental Attributes.*

(a) Buyer shall be entitled to all Environmental Attributes resulting from the generation of Energy that is actually purchased by Buyer pursuant to this Agreement. Buyer shall not be entitled to any Environmental Attributes resulting from the generation of Energy that Buyer, for any reason, does not accept and purchase under this Agreement. Upon no less than twenty (20) Business Days' advance notice, Buyer may request Seller provide Buyer or Buyer's designee evidence of the transfer of the RECs on a quarterly basis during the Delivery Term in an Environmental Attributes Attestation and Bill of Sale substantially in the form attached as Exhibit I or, as applicable, an attestation that is the then-currently required attestation of the Applicable REC Program.

(b) Seller shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Project, (ii) any cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project or Environmental Attributes, and (iii) any Environmental Attributes that the Buyer is not entitled to pursuant to the provisions of Section 3.6(a). Buyer acknowledges that Seller has the right to sell any Environmental Attributes to which it is entitled pursuant to this Section 3.6(b) to any Person other than Buyer at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Buyer hereunder. Buyer shall have no claim, right or interest in such Environmental Attributes or in any amount that Seller realized from the sale of such Environmental Attributes.

(c) Seller shall bear all risks, financial and otherwise throughout the Term, associated with Seller's or the Project's eligibility to receive any Tax Attributes, or to qualify for accelerated or bonus depreciation for Seller's accounting, reporting or tax purposes, except to the extent Buyer incurs liability under this Agreement in connection with relevant Losses and indemnification obligations. The obligations of the Parties hereunder, including those obligations set forth herein regarding the sale, purchase and price for and Seller's obligation to generate and deliver the Product and Environmental Attributes, shall be effective regardless of whether the generation of Product or sale and delivery of any Delivered Energy from the Project is eligible for, or receives Tax Attributes or to qualify for accelerated or bonus depreciation during the Term.

3.7 Station Service.

If Buyer or any of its Affiliates provides retail electric service in the service territory in which the Project is located, then if requested by Seller, Buyer or such Affiliate shall provide Station Service to the Project (including Seller's Interconnection Facilities) as requested by Seller during construction and operation of the Project at the rates and on the terms set forth in the applicable tariff(s) on a non-discriminatory basis with other customers in the same rate class as Seller.

3.8 Transmission.

(a) Seller shall be responsible for obtaining interconnection service for the Project so that Seller can deliver the Product to the Delivery Point in accordance with applicable Transmission Provider interconnection requirements. Seller shall be responsible for all costs to design, equip, construct and maintain the interconnection facilities necessary to deliver Energy from the Project to the Delivery Point. Seller shall be responsible for receiving Network Resource Interconnection Service (or its equivalent) from the Transmission Provider in accordance with the Transmission Provider's Large Generator Interconnection Procedures ("**LGIP**") including funding of any Network Upgrades, as defined in therein. In the event that Seller is not repaid all Seller-funded amounts for such Network Upgrades within five (5) years after the Commercial Operation Date, Seller may, subject to Buyer's consent, such consent not to be unreasonably withheld, assign to Buyer its rights under the LGIP and Interconnection Agreement to repayment of such unpaid amounts. For the avoidance of doubt, Buyer's consent may be withheld if, without otherwise limiting its right to reasonably withhold consent, Buyer is not reasonably satisfied with the terms and conditions of the Interconnection Agreement or other relevant agreement between Buyer and the Transmission Provider with regard to the Network Upgrade refunding or transmission credit procedures. If Buyer consents to such assignment, then Buyer shall pay to Seller each month an amount equal to the amount Buyer receives from Transmission Provider as a transmission credit or other form of reimbursement for such Network Upgrades during the preceding month until such time as Seller has been fully reimbursed for its Network Upgrade finding. Notwithstanding anything in this Section 3.8(a), Buyer shall not be obligated to pay Seller any amount related to the Network Upgrades for which Buyer has not received a related transmission credit or other form of reimbursement from the Transmission Provider.

(b) Buyer shall be responsible for arranging for all transmission services required to effectuate Buyer's receipt of the Product at and from the Delivery Point, including, without limitation, obtaining firm transmission service, in an amount of capacity equal to the Expected Project Capacity, and shall be responsible for the payment of any charges related to such

transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, transaction charges and line losses. The Parties acknowledge that the Contract Price does not include charges for such transmission services, all of which shall be paid by Buyer.

(c) In the event that the Transmission Provider or any other properly authorized Person exercising control over the Transmission Owner's Interconnection Facilities or the Transmission System takes any action or orders Seller or Buyer to take any action that affects Buyer's ability to take delivery of Energy hereunder not caused by or resulting from Seller's act or omission, a Curtailment Period, Transmission Interruption, or Force Majeure, Buyer shall use its Commercially Reasonable Efforts to attempt (at its own cost and expense) to mitigate the adverse effects of such action(s) on Buyer's ability to perform its obligations hereunder, including, without limitation, redispatching its other generation resources, if any.

3.9 *Scheduling.*

Buyer shall be responsible for the scheduling of all Delivered Energy during the Delivery Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission Provider, Transmission Owner, or any other Persons. Buyer shall be responsible for the payment of all charges associated with such scheduling activities, including, without limitation, any imbalance charges.

3.10 *Sales for Resale.*

All Delivered Energy delivered to Buyer hereunder shall be sales for resale. Buyer shall provide Seller with any documentation reasonably requested by Seller to evidence that the deliveries of Delivered Energy hereunder are sales for resale.

3.11 *Operating Procedures.*

Seller and Buyer will endeavor to develop written operating procedures ("**Operating Procedures**") not less than sixty (60) days before the Initial Energy Delivery Date, which Operating Procedures shall only be effective if made by mutual written agreement of Seller and Buyer. The Parties agree that the Operating Procedures that they will endeavor to establish will cover the protocol under which the Parties will perform certain obligations under this Agreement and will include, but will not be limited to, procedures concerning the following: (1) the method of day-to-day communications; (2) key contacts for Seller and Buyer; and (3) reporting of scheduled maintenance, maintenance outages, Buyer Curtailment Orders, Force Majeure Events, and Forced Outages of the Project.

3.12 *Regulatory Approvals.*

(a) Seller and Buyer each agree to use their Commercially Reasonable Efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This

provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

(b) Buyer shall apply for and shall diligently pursue designation of the Expected Project Capacity as a network resource or otherwise secure a firm delivery path for the Delivered Energy from the Delivery Point to and over the Transmission System. Buyer shall use Commercially Reasonable Efforts to submit an application to obtain a network resource designation or similar firm transmission rights for the Expected Project Capacity not later than thirty (30) Business Days following the Effective Date and to secure such rights no later than the Transmission Service Deadline. Notwithstanding anything to the contrary herein, Seller shall not incur liability for any delays hereunder to the extent such delays are caused by Buyer's failure or inability to secure transmission service in accordance with this Section 3.13(b). Upon Buyer's request, Seller shall use Commercially Reasonable efforts to cooperate with Buyer and provide such information as necessary to assist Buyer in obtaining firm transmission service.

(c) Following the Effective Date of this Agreement, each Party shall promptly seek to obtain all other licenses, permits and approvals necessary to perform its obligations hereunder.

3.13 Standards of Care.

(a) Seller shall comply with all applicable requirements of Applicable Law, the Transmission Provider and NERC relating to the Project (including those related to construction, ownership, interconnection and operation of the Project).

(b) As applicable, each Party shall perform all generation, scheduling and transmission services in compliance with all applicable operating policies, criteria, rules, guidelines, tariffs and protocols of the Transmission Provider and Prudent Operating Practices.

(c) Seller agrees to abide by all applicable (i) NERC reliability requirements, including all such reliability requirements for generator owners and generator operators, and (ii) all applicable requirements regarding interconnection of the Project, including the requirements of the interconnected Transmission Owner and the Transmission Provider.

3.14 Buyer Curtailment.

Except to the extent compliance would directly cause loss or recapture of any Tax Attributes, Seller shall reduce Buyer's Share of generation from the Project as required pursuant to a Buyer Curtailment Order, provided that (a) the Buyer Curtailment Period shall not exceed the Buyer Curtailment Cap cumulatively per Contract Year (which may be consecutive or non-consecutive); and (b) Buyer shall pay Seller the Contract Price for Deemed Delivered Energy associated with a Buyer Curtailment Period. If multiple Project Offtakers issue overlapping Buyer Curtailment Orders, then any Deemed Delivered Energy during such period shall be allocated to Buyer on a pro rata basis in accordance with its Buyer's Share.

3.15 Outage Notification.

(a) Seller shall schedule Planned Outages for the Project in accordance with Prudent

Operating Practices and with the prior written consent of Buyer, which consent may not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that in all circumstances, Prudent Operating Practices shall dictate when Planned Outages should occur. Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year by submitting a written Planned Outage schedule no later than August 1st of each year during the Delivery Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld, conditioned or delayed. Buyer shall promptly respond with its approval or with reasonable modifications to the proposed Planned Outage schedule and Seller shall use its best efforts in accordance with Prudent Operating Practices to accommodate Buyer's requested modifications and deliver the final Planned Outage schedule to Buyer. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Prudent Operating Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld, conditioned or delayed. Seller shall use its best efforts in accordance with Prudent Operating Practices not to schedule Planned Outages during the period of April 1st through October 31st. Seller shall not substitute Energy from any other source for the output of the Project during a Planned Outage.

(b) In addition to Planned Outages, Seller shall use Commercially Reasonable Efforts to promptly notify Buyer of any Forced Outage lasting for more than sixty (60) consecutive minutes. Such Notices shall contain information describing the nature of the Forced Outage, the beginning date and time of such Forced Outage, the expected end date and time of such Forced Outage, the amount of Energy that Seller expects will be provided to the Delivery Point during such Forced Outage, and any other information reasonably requested by Buyer. With respect to any such Forced Outage, Seller shall provide Buyer with such Notice by any reasonable means requested by Buyer, including by telephone or electronic mail.

3.16 Operations Logs and Access Rights.

(a) Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, efficiency, availability, maintenance performed, Planned Outages, Forced Outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Seller shall maintain this information for at least two (2) years and, to the extent consistent with Applicable Law, shall provide this information electronically to Buyer within fifteen (15) days of Buyer's reasonable request.

(b) Buyer, its authorized agents, employees or inspectors shall have the right to visit the Site up to five (5) times per calendar year during normal business hours upon reasonable advance Notice and for any purposes reasonably connected with this Agreement; *provided*, that Buyer shall observe all applicable Project safety rules that Seller has communicated to Buyer; provided further, that Buyer, subject to and without waiving its rights to sovereign immunity under Florida Statutes, shall indemnify Seller for damage to property or injury to persons to the extent caused by the negligent or wrongful act or omission of Buyer, its authorized agents, employees, contractors, inspectors and other representatives while Buyer or such authorized individuals are at the Site or

the Project. Buyer may request additional Site visits with Seller's consent, which shall not be unreasonably withheld, conditioned, or delayed.

3.17 Forecasting.

(a) Seller shall provide Buyer with forecasts of the delivery of Energy under this Agreement as described below. Such forecasts shall include the updated status of all Project equipment that may impact availability and production of Product, and other information reasonably requested by Buyer. Seller shall use Commercially Reasonable Efforts to forecast daily by 5:00 a.m. (EDT) the hourly delivery of Energy under this Agreement accurately and to transmit such information in the format agreed to by the Parties as set forth in the Operating Procedures. Buyer and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to accommodate changes to operating and scheduling procedures of Buyer and will document such updated requirements and procedures in the Operating Procedures.

(b) No later than: (i) forty-five (45) Days prior to the commencement of the first Contract Year; and (ii) September 1 of each calendar year for every subsequent Contract Year, Seller shall provide to Buyer a non-binding forecast of the hourly delivery of Energy under this Agreement for an average day in each month of the following calendar year in a form reasonably acceptable to Buyer.

(c) Ten (10) Business Days before the commencement of the first Contract Year, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly energy deliveries under this Agreement for each day of the following month in a form reasonably acceptable to Buyer.

(d) No later than 5:00 a.m. of each day, Seller shall provide Buyer a non-binding forecast of hourly Energy deliveries under this Agreement for the remainder of such day and the following seven (7) days in a form reasonably acceptable to Buyer. Each such Notice shall clearly identify, for each hour, Seller's forecast of all deliveries of Energy pursuant to this Agreement. In the event that Seller foresees that actual deliveries under this Agreement for any hour will be materially different than a forecast previously provided for such day, Seller shall, as soon as reasonably possible, provide Notice to Buyer of such change and an updated forecast.

3.18 Weather Station.

(a) No later than sixty (60) Days prior to the Commercial Operation Date, Seller, at its own expense, shall install and maintain at least one stand-alone meteorological station at the Site to monitor, measure, communicate and report the meteorological data required under Section 3.18(b). Seller shall maintain and replace the meteorological station as necessary to provide accurate data with respect to the location of the Project.

(b) Upon the Commercial Operation Date, and continuing through the end of the Delivery Term, Seller shall record and maintain the following data:

(i) real and reactive power production by the Project for each hour;

- (ii) changes in operating status, outages and maintenance events;
 - (iii) any unusual conditions found during inspections;
 - (iv) any significant events related to the operation of the Project; and
 - (v) fifteen (15) minute and hourly time-averaged measurements from data samples at sixty (60) seconds or greater frequency for the following parameters at the Project: total global horizontal irradiance, total global radiation within the plane of the array, air temperature, relative humidity, wind direction and speed, back of module surface temperature, and other pertinent meteorological conditions.
- (c) Buyer shall have real-time access to the required meteorological data at a frequency not to exceed every fifteen (15) minutes. Seller shall provide Buyer a report within thirty (30) days after the end of each month that provides the foregoing information for such month as well as any other additional information that Buyer reasonably requests regarding conditions at the Site and the operation of the Project that is collected and maintained by Seller in the ordinary course of Project operations.
- (d) Seller shall make available to Buyer all data from any weather monitoring portals Seller elects to install at the Site.
- (e) Subject to procedures agreed upon in the Operating Procedures, Buyer shall have the right to install equipment and associated communication infrastructure to enable Buyer to monitor, measure and communicate pertinent operation and weather data.

3.19 *Compliance Cost Cap.*

Costs applicable to the Compliance Cost Cap are only those costs applicable under the definition of “Compliance Costs” and are new costs associated with a Change of Law occurring after the Effective Date. The Parties agree that the Compliance Costs Seller shall be required to bear during the Delivery Term shall be capped annually at \$[REDACTED] per MW of Installed Capacity and in the aggregate throughout the Delivery Term at \$[REDACTED] per MW of Installed Capacity (collectively, the “**Compliance Cost Cap**”). In the event and to the extent that the Compliance Costs incurred by Seller exceed the Compliance Cost Cap, Buyer shall either reimburse Seller for such Compliance Costs that exceed the Compliance Cost Cap, or excuse Seller from performing the obligations of this Agreement that would otherwise cause it to incur Compliance Costs in excess of the Compliance Cost Cap. Within sixty (60) Days after the Change of Law that Seller anticipates will cause it to incur Compliance Costs in excess of the Compliance Cost Cap, Seller shall provide to Buyer Notice with an estimate of the expected annual Compliance Costs caused by such Change of Law. Within thirty (30) Days of the delivery of such Notice with the estimate, Buyer shall provide Seller Notice of (i) Buyer’s request for Seller to incur the Compliance Costs in excess of the Compliance Cost Cap, (ii) Buyer’s initiation of dispute resolution under ARTICLE 17, or (iii) Buyer’s waiver of Seller’s performance of such obligations.

3.20 *Production Guarantee.*

Seller shall cause the Project to be operated in accordance with Prudent Operating Practices. Seller guarantees that the Delivered Energy will equal or exceed the Annual Energy Output Guarantee of Energy in at least one of every two rolling Contract Years. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION

4.1 *Project Development.*

Seller, at no cost to Buyer shall:

- (a) Design and construct the Project.
- (b) Establish and maintain interconnection rights for the Project that permit the full Expected Project Capacity to interconnect to the Transmission System in compliance with the Transmission Provider’s transmission tariff and the Interconnection Agreement.
- (c) Acquire all material Governmental Approvals for the construction, operation, and maintenance of the Project.
- (d) Complete any environmental impact studies necessary for the construction, operation, and maintenance of the Project.
- (e) At Buyer’s reasonable request, provide to Buyer Seller’s electrical specifications and design drawings pertaining to the Project.
- (f) Within thirty (30) days after each calendar quarter following the Effective Date until the Commercial Operation Date, provide to Buyer a construction progress report substantially in the form attached in Exhibit L advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller’s best estimate of the Commercial Operation Date.

4.2 *Commercial Operation.*

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date, unless extended in accordance with Section 4.2(b).

(b) Permitted Extensions to the Target Commercial Operation Date are as follows (the “**Permitted Extensions**”):

- (i) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days if Seller has used Commercially Reasonable Efforts to have the Project physically interconnected

to the Transmission System and to complete all Transmission Owner's Interconnection Facilities, if any, but such interconnection or Transmission Owner's Interconnection Facilities cannot be completed by the Target Commercial Operation Date for reasons beyond Seller's reasonable control and Seller has worked diligently to resolve the delay ("**Interconnection Delay**");

(ii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days if Seller has used commercially reasonable efforts to obtain permits necessary for the construction and operation of the Project, but is unable to obtain such permits and Seller has worked diligently to resolve the delay ("**Permitting Delay**");

(iii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days in the event of Force Majeure ("**Force Majeure Extension**"); provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer's written request; and

(iv) The Target Commercial Operation Date may be extended on a day-for-day basis for each day Buyer is liable to Seller for Transmission Delay Damages pursuant to Section 4.3(b).

(c) Notwithstanding the foregoing, if Seller claims more than one Permitted Extension under Section 4.2(b)(i)-(iii), such extensions cannot cumulatively exceed [REDACTED] days and all Permitted Extensions taken shall be concurrent, rather than consecutive, during any overlapping days.

(d) If Seller claims a Permitted Extension, Seller shall provide Buyer Notice sixty (60) Days prior to the Target Commercial Operation Date, which Notice must clearly identify the Permitted Extension being claimed and include information necessary for Buyer to verify the length and qualification of the extension; provided that, in the event sixty (60) Days is impracticable or impossible, Seller shall provide as much advanced Notice as is reasonably possible.

4.3 Cure Period and Delay Damages.

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date. If the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions and for reasons other than Buyer's failure to obtain transmission service by the Transmission Service Deadline in accordance with Section 3.8(b), then Buyer shall be entitled to draw upon the Seller's Performance Assurance for liquidated damages equal to Daily Delay Damages for each day or portion of a day that the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions until the earlier of (i) the date that is [REDACTED] days after such date, and (ii) the Commercial Operation Date (the "**Project Cure Period**").

(b) Beginning on the Transmission Service Deadline, in the event that Buyer's failure to

obtain transmission service in accordance with Section 3.8(b) results in Buyer's inability to receive Delivered Energy, then, subject to Section 4.3(c), Buyer shall owe Seller liquidated damages equal to the Transmission Delay Damages for each day or portion of a day that Buyer fails to receive such Delivered Energy.

(c) Notwithstanding Buyer's failure to obtain transmission service pursuant to Section 3.8(b) and resulting inability to receive all or part of the Delivered Energy, Seller shall use Commercially Reasonable Efforts to commence operations and deliver electricity from the Project, which shall include, if available, selling the Project output to a utility pursuant to the Public Utility Regulatory Policies Act.

(d) Transmission Delay Damages shall be calculated as follows: (i) to the extent Seller sells electricity from the Project to a third party in accordance with Section 4.3(c), Buyer shall pay Seller only the positive difference between the Contract Price and sums received from the utility for any electricity sold pursuant to this Section 4.3; (ii) to the extent Seller is unable to deliver or sell any electricity that the Project is capable of generating despite using Commercially Reasonable Efforts as a result of Buyer's failure to obtain transmission service, Buyer shall pay Seller the full Contract Price for such electricity. In addition, in calculating the Transmission Delay Damages, Buyer shall pay Seller any reasonably incurred and documented costs corresponding to its efforts to sell the Delivered Energy to a third party. For the avoidance of doubt, Buyer shall also be liable to Seller pursuant to Section 11.3 to the extent Buyer's failure to obtain transmission service results in the full or partial loss or recapture of Tax Attributes.

(e) Each Party agrees and acknowledges that (i) the damages that the other Party would incur due to the delays described in this Section 4.3 would be difficult or impossible to predict with certainty and (ii) the Daily Delay Damages and Transmission Delay Damages are an appropriate approximation of such damages.

4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.

(a) Seller shall provide Notice to Buyer no later than thirty (30) days prior to the Default Commercial Operation Date if it anticipates a Capacity Shortfall. Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Default Commercial Operation Date of the actual Capacity Shortfall, if any. Buyer shall have twenty (20) days after receipt of such notice to either: (i) elect to waive the obligation of Seller to complete the Capacity Shortfall, and neither Party shall have any further obligations with respect to the development, sale, delivery, receipt, or purchase of the Capacity Shortfall (the "**Termination Option**"); or (ii) elect to purchase any amount of Capacity Shortfall that achieves Commercial Operation in accordance with the terms of this Agreement after the Default Commercial Operation Date at the Option Price (the "**Continuation Option**"). For avoidance of doubt, the Agreement shall remain in full force and effect at the Contract Price with respect to any Project capacity that achieved Commercial Operation as of the Default Commercial Operation Date.

(b) If Buyer elects the Continuation Option, then Seller shall continue to pursue Commercial Operation of any Capacity Shortfall. If there remains a Capacity Shortfall as of the Commercial Operation Date, Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Commercial Operation Date specifying the Installed Capacity. Subject to

Seller's payment of both the Capacity Shortfall Damages as provided below and all applicable Daily Delay Damages pursuant to Section 4.3, the Seller's Performance Assurance will be reduced to reflect the Installed Capacity and all of Seller's Performance Assurance posted in excess of such Installed Capacity shall be promptly returned to Seller. Seller shall pay Buyer, as liquidated damages and not as a penalty, an amount (the "**Capacity Shortfall Damages**") equal to (i) (1) the Capacity Shortfall as of the Commercial Operation Date, in MW, multiplied by (2) \$ [REDACTED] per MW, minus (ii) all Daily Delay Damages previously paid by Seller to Buyer for such amount of Capacity Shortfall.

(c) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to the Capacity Shortfall would be difficult or impossible to predict with certainty, and (ii) the Capacity Shortfall Damages is an appropriate approximation of such damages. In order to satisfy the Capacity Shortfall Damages, Buyer shall have the right to immediately draw upon and apply the Seller's Performance Assurance to the payment of the Capacity Shortfall Damages. Seller's payment of the Capacity Shortfall Damages hereunder shall constitute Buyer's sole remedy for Seller's failure to achieve Commercial Operation of the Capacity Shortfall.

ARTICLE 5 METERING AND MEASUREMENT

5.1 *Metering System.*

The Parties shall ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with the Interconnection Agreement and Prudent Operating Practices in order to measure and record the amount of Energy delivered from the Project to the Delivery Point. The meters shall be of a mutually acceptable accuracy range and type. Seller shall be responsible for the cost of all metering that will be installed, owned, operated and maintained by the Meter Owner for the purpose of determining the amount of Energy delivered to the Delivery Point. Except in the event of a System Emergency or any order of a Governmental Authority, no one other than the Meter Owner shall make adjustments to the Metering System without the written consent of Meter Owner, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer is the Meter Owner, then Seller, may, at its own cost, install additional meters or other such facilities, equipment or devices on Seller's side of the Delivery Point as Seller deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Buyer will be entitled to rely upon its own Metering System.

5.2 *Inspection and Adjustment.*

(a) The Meter Owner shall inspect and test the Metering System at such times as will conform to Prudent Operating Practices, but not less often than every Contract Year. Upon reasonable written request to the Meter Owner, the other Party may request, at its own expense, inspection or testing of any such meters more frequently than once every Contract Year.

(b) If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an

adjustment shall be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the Metering System to the date such failure is discovered or such test is made (“**Adjustment Period**”). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Buyer shall pay Seller any additional amounts then due for deliveries of Energy during the Adjustment Period or Buyer shall be entitled to a credit against any subsequent payments for Energy, as the case may be.

(c) The Parties and their representatives shall be entitled to be present at any test, inspection, maintenance, adjustments and replacement of any part of the Metering System relating to obligations under this Agreement and the Meter Owner shall use commercially reasonable efforts to provide no less than ten (10) Business Days’ prior notice of any such test, inspection or other event.

ARTICLE 6 EARLY TERMINATION

6.1 Early Termination.

(a) In addition to applicable termination rights otherwise expressly provided in this Agreement, this Agreement may be terminated prior to the expiration of the Term as follows:

(i) By Seller within thirty (30) days after receipt of the final facilities study report from the Transmission Owner, if the estimated cost of Transmission Owner’s Interconnection Facilities (as identified by the Transmission Owner) exceeds [REDACTED] and Buyer has not agreed in writing to reimburse Seller for any overages;

(ii) By Seller if an Interconnection Agreement in form and substance satisfactory to Seller, in its sole commercially reasonable discretion, is not executed on or before on or before December 31, 2022 or

(iii) By Seller, in the event that Seller has not obtained the necessary fee, leasehold or other title to or interest in the Site and all Governmental Approvals necessary to construct and operate the Project in the manner contemplated by this Agreement and which are final and no longer subject to appeal or legal challenge, on or before September 30, 2022; *provided* that Seller gives Buyer Notice of such termination within fifteen (15) Days after such date.

(b) Notwithstanding any provision of this Agreement to the contrary, in the event of termination pursuant to this Section 6.1, the Parties shall be released and discharged from any

obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination, *provided* that such termination shall not discharge or relieve either Party from any obligation that has accrued prior to such termination or otherwise limit the survival provisions set forth in Section 19.1.

ARTICLE 7 EVENTS OF DEFAULT

7.1 *Events of Default.*

An “**Event of Default**” shall mean,

(a) with respect to a Party that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) the failure by such Party to satisfy, when due, any Performance Assurance requirements within ten (10) Business Days after receipt of Notice of such failure;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) Days after Notice thereof;

(iv) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) Days after Notice thereof; provided, however, that if such failure is not reasonably capable of being remedied within the thirty (30) Day cure period, such Party shall have such additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to remedy such failure, so long as such Party promptly commences and diligently pursues such remedy;

(v) such Party becomes Bankrupt;

(vi) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1;

(vii) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party; or

(b) with respect to Buyer as the Defaulting Party, the failure to obtain firm transmission service sufficient to receive the Delivered Energy at the Delivery Point in accordance with Section

3.13(b) by the Transmission Service Deadline, except to the extent Buyer secures interim transmission service sufficient to receive the Delivered Energy from the Transmission Service Deadline at the Delivery Point that becomes firm transmission service no later than the Default Commercial Operation Date; or

(c) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Energy or Environmental Attributes that was not generated by or associated with the Project; or

(ii) Seller Abandons the Project.

7.2 Remedies; Declaration of Early Termination Date.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the right to one or more of the following:

(a) send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”);

(b) collect in connection with such Early Termination Date a Termination Payment;

(c) accelerate all amounts owing between the Parties and end the Delivery Term effective as of the Early Termination Date;

(d) withhold any payments due to the Defaulting Party under this Agreement;

(e) suspend performance; and

(f) exercise its rights pursuant to Section 9.3 to draw upon and retain Performance Assurance.

7.3 Termination Payment.

On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Non-Defaulting Party will calculate the Termination Payment, which shall equal the Settlement Amount, net of any sums owed by the Non-Defaulting Party to the Defaulting Party. If the Termination Payment calculation yields a positive number, then the Defaulting Party shall owe the Termination Payment to the Non-Defaulting Party. If the Termination Payment calculation results in a negative number, then the Termination Payment shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Settlement Amount as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Environmental Attributes shall be deemed direct

damages covered by this Agreement. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with the termination of this Agreement would be difficult or impossible to predict with certainty, (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with the termination of this Agreement but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect to terminate this Agreement as its remedy for an Event of Default by the Defaulting Party.

7.4 *Notice of Payment of Termination Payment.*

As soon as practicable after a designation of the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

7.5 *Disputes with Respect to Termination Payment.*

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with ARTICLE 17. The Defaulting Party shall pay all undisputed portions of the Termination Payment and provide Performance Assurance equal to the disputed portion until final resolution of the dispute.

7.6 *Rights and Remedies Are Cumulative.*

Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this ARTICLE 7 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

7.7 *Mitigation.*

Any Non-Defaulting Party shall be obligated to use Commercially Reasonable efforts to mitigate its Costs and Losses resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 8 PAYMENT

8.1 *Billing and Payment.*

On or about the tenth (10th) day of each month beginning with the month following the Initial Energy Delivery Date and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer an invoice covering the Product delivered in the preceding month determined in accordance with Article 4 (which may include preceding months), with all component charges and unit prices identified and all calculations used to arrive at invoiced amounts described in reasonable detail. Buyer shall pay the undisputed amount of such invoices on or before thirty (30) Days after date of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by regular mail, facsimile, or e-mail.

8.2 *Disputes and Adjustments of Invoices.*

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.2 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not Affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS

9.1 *Insurance.*

In connection with Seller's performance of its duties and obligations under this Agreement, during the Delivery Term, Seller shall maintain insurance in accordance with Exhibit G.

9.2 *Grant of Security Interest.*

To the extent a PA Provider delivers Performance Assurance hereunder, it hereby grants to the other Party (the “**PA Beneficiary**”) a present and continuing first priority security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the PA Beneficiary, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the PA Beneficiary’s first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default by the PA Provider or an Early Termination Date as a result thereof, the PA Beneficiary may do any one or more of the following: (i) exercise any of the rights and remedies of a secured party with respect to all Performance Assurance, including any such rights and remedies under Applicable Law then in effect; (ii) exercise its rights of setoff against such collateral and any and all proceeds resulting therefrom or from the liquidation thereof; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all or any portion of any Performance Assurance then held by or for the benefit of the PA Beneficiary free from any claim or right of any nature whatsoever of PA Provider, including any equity or right of purchase or redemption. PA Beneficiary shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the PA Provider’s obligations under the Agreement (the PA Provider remaining liable for any amounts owing to the PA Beneficiary after such application), subject to PA Beneficiary’s obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

9.3 Performance Assurance.

(a) Seller’s Performance Assurance. Seller agrees to deliver to Buyer and thereafter maintain in full force and effect for the remainder of the Term, Performance Assurance in the amount of [REDACTED] dollars per MW ([REDACTED]) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable, within thirty (30) Days following the Effective Date.

(b) Buyer’s Performance Assurance. If Buyer is not a Creditworthy Entity as of the Effective Date or at any time after the Effective Date is subject to a Downgrade Event, then, within thirty (30) days after the Effective Date or Downgrade Event, as applicable, and for such periods as Buyer is not a Creditworthy Entity, Buyer shall provide Seller with Performance Assurance in the amount of [REDACTED] dollars per MW ([REDACTED] MW) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable.

(i) If at any time during the Term Buyer becomes a Creditworthy Entity, then Buyer will not be required to provide Buyer’s Performance Assurance and Seller shall refund any unused portion of Buyer’s Performance Assurance within thirty (30) Days of receipt of Notice and verification of its status as a Creditworthy Entity.

(c) Any sum due under this Agreement (other than disputed amounts) and not satisfied within thirty (30) Days of becoming due and owing may be satisfied by a Party by a draw on Performance Assurance until such Performance Assurance has been exhausted. In addition, upon termination, a Party shall have the right to draw upon Performance Assurance for any undisputed

amounts owed under this Agreement if not paid when due pursuant to Section 8.1. Performance Assurance shall not be subject to replenishment.

(d) A PA Beneficiary shall pay interest on cash held as Performance Assurance at the Prime Rate.

(e) If, during the Term, there shall occur a Downgrade Event in respect to a Party's Guarantor, then the applicable PA Provider shall deliver to the PA Beneficiary replacement Performance Assurance within ten (10) Days of such Downgrade Event.

(f) A Party's obligation to maintain Performance Assurance shall terminate upon the occurrence of the following: (i) the Term of the Agreement has ended, or an the Agreement has been terminated pursuant to Section 7.2, as applicable; and (ii) all payment obligations of the PA Provider arising under this Agreement, Termination Payment, indemnification payments or other damages are paid in full. Upon the occurrence of the foregoing, each Party shall promptly return to the other Party the unused portion of the applicable Performance Assurance, including the payment of any interest due thereon.

(g) Any Letter of Credit provided pursuant to this Agreement must provide, among other things, that the PA Beneficiary is entitled to draw the full amount of such Letter of Credit if: (i) the Letter of Credit has not been renewed or replaced within thirty (30) days prior to the expiration date of the Letter of Credit; or (ii) the issuer of the Letter of Credit fails to maintain a credit rating of at least A- from S&P and a rating of at least A3 from Moody's and the Party required to provide the Letter of Credit has failed, within ten (10) Business Days after receipt of Notice thereof by the PA Beneficiary to replace such Letter of Credit with another Letter of Credit, in a form reasonably acceptable to the issuer of the Letter of Credit and PA Beneficiary. Costs of a Letter of Credit shall be borne by the PA Provider.

ARTICLE 10

REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 *Representations and Warranties.*

On the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has or will obtain in accordance herewith all Governmental Approvals necessary for it to perform its obligations under this Agreement, other than those Governmental Approvals that are not required to be obtained, and, as to Seller, all Governmental Approvals and all rights, title and interest in and to the Site and as otherwise necessary to construct, operate and maintain the Project and related interconnection facilities, as of the Effective Date;

(c) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) except as may be set forth in its reports filed with the SEC, there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement; and

(g) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

10.2 General Covenants.

Each Party covenants that throughout the Term:

(a) it shall continue to be duly organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its formation;

(b) it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement; and

(c) it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any material contracts to which it is a party or any Applicable Law or Governmental Approval.

10.3 Seller Covenants.

Seller covenants as follows:

(a) that, from the Initial Energy Delivery Date through the expiration or termination of this Agreement, the Project shall be operated and maintained in all material respects in accordance with this Agreement, Applicable Laws, Governmental Approvals and Prudent Operating Practices; and

(b) throughout the Term that it, or its permitted successors or assigns, shall maintain ownership of a fee, easement, long-term leasehold interest, or other similar asset ownership interest in the Project.

10.4 Buyer's Covenants.

Buyer covenants as follows:

(a) from the date hereof through the expiration or termination of this Agreement, Buyer shall comply in all material respects with this Agreement and Applicable Laws.

(b) Buyer will, at Seller's expense, reasonably cooperate with Seller in opposing, and will not support any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on Seller, the Project or this Agreement.

(c) Buyer shall not treat this Agreement for tax purposes as a lease of the Project rather than a service contract; Buyer shall not take an ownership interest in the Project during the first five (5) Contract Years following the Commercial Operation Date (for the avoidance of doubt, nothing in this Agreement permits Buyer to take an ownership interest in the Project); and Buyer shall not take any action or inaction in breach of this Agreement or otherwise fail to obtain transmission service in a manner that would prevent the Project from being placed in service for tax purposes prior to the Default Commercial Operation Date.

(d) Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(e) Buyer covenants that Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party relating to electric utility operations and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(f) Buyer covenants that from the date hereof through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar Project Participant payment obligations pursuant to the FMPA Solar Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar Project Participants set forth in Exhibit K; and (iii) not agree to any amendment, modification or alteration of any FMPA Solar Project Power Sales Contract that would materially adversely affect the FMPA Solar Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Buyer shall enforce the provisions of the FMPA Solar Project Power Sales Contracts and duly perform its covenants and agreements thereunder; provided, however, that notwithstanding any provision of this Agreement to the contrary, in the event of the failure of an FMPA Solar Project Participant to observe the FMPA Solar Project Participant Covenants, such failure shall be considered a Downgrade Event (without limiting Events of Default) and the sole and exclusive remedy of Seller for such failure shall be the delivery by Buyer to Seller of

Performance Assurance in the form of a Letter of Credit or cash in an amount equal to the then applicable amount of Buyer's Performance Assurance.

(h) Buyer covenants that from the Effective Date through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar II Project Participant payment obligations pursuant to the FMPA Solar II Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar II Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar II Project Participants set forth in Exhibit K; and (iii) not agree to any amendment of any FMPA Solar II Project Power Sales Contract that would materially adversely affect the FMPA Solar II Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11

TITLE, RISK OF LOSS, INDEMNITIES

11.1 *Title and Risk of Loss.*

Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

11.2 *Indemnities by Seller.*

Seller shall release, indemnify, defend, and hold harmless Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all actions, suits, losses, costs, damages, injuries, liabilities, claims, demands, penalties and interest, including reasonable costs and attorneys' fees ("**Claims**") resulting from, or arising out of or in any way connected with (i) any event, circumstance, act, or incident relating to the Product delivered under this Agreement up to and at the Delivery Point, (ii) Seller's development, permitting, construction, ownership, operation and/or maintenance of the Project, (iii) the failure by Seller or the failure of the Project to comply with Applicable Laws, (iv) any Governmental Charges for which Seller is responsible hereunder, or (v) any liens, security interests, encumbrances, or other adverse claims against the Product delivered hereunder made by, under, or through Seller, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

11.3 *Indemnities by Buyer.*

To the fullest extent permitted by Florida law, subject to and without waiving its rights to sovereign immunity under Florida law, Buyer shall release, indemnify, defend, and hold harmless Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all Claims resulting from, or arising out of or in any way connected with (i) any

event, circumstance, act, or incident relating to the Product received by Buyer under this Agreement after the Delivery Point, (ii) the failure by Buyer to comply with Applicable Laws, (iii) Buyer's breach of this Agreement, or (iv) any Governmental Charges for which Buyer is responsible hereunder, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

ARTICLE 12 GOVERNMENTAL CHARGES

12.1 *Cooperation.*

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party incurs any cost, expense, risk, obligation or liability or is otherwise materially adversely affected by such efforts.

12.2 *Governmental Charges.*

Seller shall pay or cause to be paid all taxes imposed by any governmental authority ("**Governmental Charges**") on or with respect to the Product or the transaction under this Agreement arising prior to and at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the transaction under this Agreement at and after the Delivery Point. In the event Seller is required by Applicable Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by Applicable Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Applicable Law.

ARTICLE 13 CONFIDENTIAL INFORMATION

13.1 *Confidential Information.*

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Project that they consider confidential and proprietary (together with the terms and conditions of this Agreement, the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the

Parties (each, the “**Disclosing Party**”) may make such Confidential Information available to the other (each, a “**Receiving Party**”) subject to the provisions of this Section 13.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those employees, subcontractors, suppliers, vendors, and advisors whose access is reasonably necessary for the development, construction, operation or maintenance of the Project and for the purposes of this Agreement who shall be bound by the terms of this Section 13.1;

(iii) Use such Confidential Information solely for the purpose of developing the Project and for purposes of this Agreement; and

(iv) Upon the termination of this Agreement, destroy or return any such Confidential Information in written or other tangible form and any copies thereof; provided, however, that either Party shall be entitled to keep a record copy of such information to the extent required by Florida law.

(c) The restrictions of this Section 13.1 do not apply to:

(i) Release of this Agreement or Confidential Information to any Governmental Authority required for obtaining any approval or making any filing pursuant to Sections 3.12 or 12.2, *provided* that each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement and the Confidential Information by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party, *provided* that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable written opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law (including, without limitation, any request pursuant to Chapter 119 of the Florida Statutes, or other state or federal public records law, freedom of information act, or other similarly title law); *provided, however*, that the Receiving Party, prior to such disclosure, shall provide

reasonable advance Notice to the Disclosing Party of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain, at its sole expense, a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure.

(d) Notwithstanding the foregoing, Seller may disclose Confidential Information to the Project Investors and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to Seller, and the agent or trustee of any of them, any advisors, consultants, insurance providers, brokers of Seller, Project Investors or other financial institutions.

(e) Neither Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information, with the intent that such information will be published (other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law, *provided* that the Disclosing Party has given Notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 13.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Project or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 13.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

ARTICLE 14 ASSIGNMENT

14.1 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the foregoing, no consent shall be required for the following:

(i) Any assignment of this Agreement by Seller to any Project Investors as collateral security for obligations under the financing documents entered into with such Project Investors;

(ii) Any assignment by the Project Investors to a third party after the Project Investors have exercised their foreclosure rights with respect to this Agreement or the Project;

(iii) Any assignment or transfer of this Agreement by Seller to an Affiliate of Seller; or

(iv) Any assignment or transfer of this Agreement by Seller to a Person succeeding to all or substantially all of the assets of Seller, provided that such Person is a Qualified Transferee.

(c) An assignee shall be afforded no additional rights, interests or remedies beyond those specifically granted to the assignor in this Agreement. The Party seeking to assign or transfer this Agreement shall be solely responsible for paying all costs and expenses, including attorney's and advisor fees of any such assignment.

(d) Buyer acknowledges that upon an event of default under any financing documents relating to the Project, subject to receipt by Buyer of Notice, any of the Project Investors may (but shall not be obligated to) assume, or cause its designee or a new lessee or buyer of the Project that is a Qualified Transferee to assume, all of the interests, rights and obligations of Seller thereafter arising under this Agreement, provided that Buyer's interests, rights and obligations under this Agreement will remain in full force and effect.

(e) If the rights and interests of Seller in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to Buyer arising or accruing hereunder from and after the date of such assumption, then Seller shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Buyer shall continue this Agreement with the assuming party as if such Person had been named as Seller under this Agreement. Notwithstanding any such assumption by any of the Project Investors or a designee thereof, Seller shall not be released and discharged from and shall remain liable for any and all obligations to Buyer arising or accruing hereunder prior to such assumption.

(f) The provisions of this ARTICLE 14 are for the benefit of the Project Investors as well as the Parties hereto, and shall be enforceable by the Project Investors as express third-party beneficiaries hereof. Buyer hereby agrees that none of the Project Investors, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Seller or shall have any obligation or liability to Buyer with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this ARTICLE 14.

14.2 Collateral Assignment.

(a) Seller, without approval of Buyer, may, by security, charge or otherwise encumber its interest under this Agreement in favor of a Project Investor for the purposes of financing the development, construction and/or operation of the Project and the Seller's Interconnection Facilities.

(b) Promptly after making such encumbrance, Seller shall notify Buyer in writing of the name, address, and telephone and facsimile numbers of each Project Investor to which Seller's interest under this Agreement has been encumbered. Such Notice shall include the names of the account managers or other representatives of the Project Investors to whom all written and telephonic communications should be addressed.

(c) After giving Buyer such initial Notice, Seller shall promptly give Buyer Notice of any change in the information provided in the initial Notice or any revised Notice.

(d) If Seller encumbers its interest under this Agreement as permitted by this Section 14.2, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Project Investors;

(ii) The Project Investors or their designees shall have the right, but not the obligation, to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller and such act performed by the Project Investors or their designees shall be as effective to prevent or cure an Event of Default as if done by Seller, provided that, if any such Project Investor or its designee elects to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller, Buyer will not be deemed to have waived or relinquished its rights and remedies as provided in this Agreement;

(iii) Buyer shall upon request by Seller execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and, to the knowledge of Buyer, the absence or existence (and the nature thereof) of Events of Default hereunder by Seller and documents of consent to such assignment to the encumbrance and any assignment to such Project Investors; and

(iv) Upon the receipt of a written request from Seller or any Project Investor, Buyer shall use Commercially Reasonable Efforts to execute, or arrange for the delivery of, such certificates, opinions and other documents as may be reasonably necessary in order for Seller to consummate any financing or refinancing of the Project or any part thereof and will enter into reasonable agreements with such Project Investor, which agreements will grant certain rights to the Project Investors as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Project Investor, which consent is not to be unreasonably withheld or delayed, (b) Project Investors shall be given notice of, and the opportunity to cure as provided in Section 14.2(d)(ii), any breach or default of this Agreement by Seller, (c) that if the Project Investor forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (i) Buyer shall, at Project Investor's request, continue to perform all of its obligations hereunder, and Project Investor or its nominee may perform in the place of Seller, and may assign this Agreement to another Person in place of Seller, provided that such other Person is a Qualified Transferee, (ii) Project Investor shall have no liability under this Agreement except during the period of such Project Investor's ownership or operation of the Project and (iii) that Buyer shall accept performance in accordance with this Agreement by Project Investor or its nominee, and (d) that Buyer shall make the same representations and warranties to Project Investor as Buyer made to Seller pursuant to this Agreement. The Parties agree that an agreement substantially in the form of Exhibit J shall be reasonable.

ARTICLE 15 FORCE MAJEURE

15.1 *Force Majeure Events.*

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under this Agreement and such Party gives Notice and details of the Force Majeure Event to the other Party as detailed below, then, the Party impacted by the Force Majeure Event shall be excused from the performance of its obligations to the extent impacted. As soon as practicable after commencement of a Force Majeure Event, the non-performing Party shall provide the other Party with oral notice of the Force Majeure Event, and within two (2) weeks of the commencement of a Force Majeure Event (or such longer period as reasonably required given the nature of the Force Majeure Event), the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure Event claim and the anticipated impact on the non-performing Party's ability to perform its obligations and the non-performing Party's anticipated plan to resume full performance of the obligations impacted by the Force Majeure Event. Seller shall not substitute Product from any other source for Buyer's Share of the output of the Project during an outage resulting from a Force Majeure Event. The suspension of performance due to a claim of a Force Majeure Event must be of no greater scope and of no longer duration than is required by the Force Majeure Event. Buyer shall not be required to make any payments for any Product that Seller fails to schedule, deliver or provide as a result of a Force Majeure Event during the term of such Force Majeure Event.

15.2 *Extended Force Majeure Events.*

This Agreement may be terminated by either Party with no further obligation to the other Party if a Force Majeure Event prevents the performance of a material portion of the obligations hereunder and such Force Majeure Event is not resolved and full performance is resumed within twelve (12) months after the commencement of such Force Majeure Event, subject to Seller's right to extend in this Section 15.2. If Seller is the non-performing Party due to damage to the Project caused by a Force Majeure Event, Seller shall have up to [REDACTED] Days following the start of such Force Majeure Event to obtain a report from an independent, third party engineer stating whether the Project is capable of being repaired or replaced within [REDACTED] additional months from the date of the report. Seller shall promptly provide Buyer a copy of the engineer's report at no cost to Buyer. If such engineer's report concludes that the Project is capable of being repaired or replaced within such [REDACTED] month period and Seller undertakes and continues such repair or replacement with due diligence, then Buyer shall not have the right to terminate this Agreement pursuant to this Section until the expiration of the period deemed necessary by the engineer's report (not to exceed [REDACTED] months), after which time, either Party may terminate by Notice to the other Party unless the Project has been repaired or replaced, as applicable, and the Seller has resumed and is satisfying its performance obligations under this Agreement.

ARTICLE 16 LIMITATIONS ON LIABILITY

16.1 *Disclaimer of Warranties.*

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

16.2 *Limitations on Liability.*

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATION IN RESPECT OF THIRD PARTY CLAIMS OR AS OTHERWISE EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF ARTICLE 11, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

16.3 *Buyer Liability.*

(a) This Agreement is a liability and financial obligation of the Solar II Project only. No liability or obligation under this Agreement shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally, any individual FMPA member, or any of any other project designated by FMPA in accordance with Article II of the Interlocal Agreement.

(b) Each FMPA Solar II Project Participant has commitments under the FMPA Solar II Project Power Sales Contracts with regard to the payment obligations to the FMPA Solar II Project for all costs related to this Agreement in the event of a default by one or more other FMPA Solar II Project Participants, as more fully described in the Power Sales Contracts.

ARTICLE 17 DISPUTE RESOLUTION

17.1 *Intent of the Parties*

Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or any related agreement (a “**Dispute**”) is the dispute resolution procedure set forth in this Article 12. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the Dispute by means of the dispute resolution procedure set forth in this ARTICLE 17.

17.2 *Management Negotiations*

(a) The Parties will attempt in good faith to resolve any Dispute by prompt negotiations between each Party’s authorized representative designated in writing as a representative of the Party (each a “**Manager**”). Either Manager may, by Notice to the other Party, request a meeting to initiate negotiations to be held within ten (10) Business Days of the other Party’s receipt of such request, at a mutually agreed time and place (either in person or telephonically). If the matter is not resolved within fifteen (15) Business Days of their first meeting (“**Initial Negotiation End Date**”), the Managers shall refer the matter to the designated senior officers of their respective companies that have authority to settle the dispute (“**Executives**”). Within five (5) Business Days of the Initial Negotiation End Date (“**Referral Date**”), each Party shall provide one another Notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(b) Within five (5) Business Days of the Referral Date, the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) Days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(c) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process or judicial proceeding between the Parties. The Parties shall bear their respective costs, expenses and fees relating to the activities under this Section 17.2.

(d) If the matter is not resolved within forty-five (45) days of the Referral Date, or if the Party receiving the Notice to meet, pursuant to Section 17.2(a) above, refuses or does not meet within the ten (10) Business Day period specified in Section 17.2(a) above, and subject to Sections 16.2, 19.7 and 19.8 of this Agreement, either Party may pursue all remedies available to it at law or in equity. Venue for any action or proceeding shall be state and federal courts in Leon County, Florida.

17.3 *Specific Performance and Injunctive Relief.*

Each Party shall be entitled to seek a decree compelling specific performance with respect to, and

shall be entitled, without the necessity of filing any bond, to seek the restraint by injunction of, any actual or threatened breach of any material obligation of the other Party under Article 13. The Parties in any action for specific performance or restraint by injunction agree that they shall each request that all expenses incurred in such proceeding, including, but not limited to, reasonable counsel fees, be apportioned in the final decision based upon the respective merits of the positions of the Parties.

ARTICLE 18

NOTICES

18.1 Notices.

Whenever this Agreement requires or permits delivery of a “**Notice**” (or requires a Party to “notify”), the Party with such right or obligation shall provide a written communication in the manner specified in herein and to the addresses set forth below; provided, however, that Notices of Outages or other Scheduling or dispatch information or requests, shall be provided in accordance with the terms set forth in the relevant section of this Agreement or the Operating Procedures, as applicable. Invoices may be sent by facsimile or e-mail in addition to overnight mail or courier. A Notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a Notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Each Party shall provide Notice to the other Party of the persons authorized to nominate and/or agree to a Schedule or Dispatch Order for the delivery or acceptance of the Product or make other Notices on behalf of such Party and specify the scope of their individual authority and responsibilities, and may change its designation of such persons from time to time in its sole discretion by providing Notice.

If to Seller: FL Solar 8, LLC

800 Brickell Avenue, Suite 1100
Miami, FL 33131
Attn: President

With a copy to:
c/o Origis Energy
800 Brickell Avenue, Suite 1100
Miami, FL 33131
Attention: General Counsel

If to Buyer: Florida Municipal Power Agency

Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Telephone: 407-355-7767
Email: ken.rutter@fmpa.com

ARTICLE 19 MISCELLANEOUS

19.1 *Effectiveness of Agreement; Survival.*

This Agreement shall be in full force and effect, enforceable and binding in all respects as of the Effective Date until the conclusion of the Term or earlier termination pursuant to the terms of this Agreement; provided however, that the relevant provisions of this Agreement shall remain in effect until (i) the Parties have fulfilled all obligations under this Agreement, including payment in full of amounts due for the Product delivered prior to the end of the Term, the Settlement Amount, indemnification payments or other damages (whether directly or indirectly such as through set-off or netting) and (ii) the undrawn portion of Performance Assurance is released and/or returned as applicable (if any is due). Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 6.1(b) and 13.1 and ARTICLE 16, the indemnity obligations set forth in ARTICLE 11, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

19.2 *Audits.*

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after such twelve (12)-month period.

19.3 *Amendments.*

This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

19.4 *Waivers.*

Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a breach or default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent breach or default or other matter.

19.5 *Severability.*

If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; *provided* that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the original intent and original economic benefit of the Parties.

19.6 Standard of Review.

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the FERC acting sua sponte shall be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).

(b) Notwithstanding any provision of Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any Section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

19.7 Governing Law.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE SOLE AND EXCLUSIVE VENUE FOR ANY DISPUTE, CLAIM OR CONTROVERSY RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS IN LEON COUNTY, FLORIDA.

19.8 Waiver of Trial by Jury.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

19.9 Attorneys' Fees.

In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

19.10 No Third-Party Beneficiaries.

Except as set forth in Article 14, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

19.11 No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

19.12 Cooperation.

The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. If, during the Term, changes in the operations, facilities or methods of either Party will materially benefit a Party without detriment to the other Party, the Parties commit to each other to make Commercially Reasonable Efforts to cooperate and assist each other in making such change, including engaging in good-faith negotiations to revise or supplement this Agreement as appropriate.

19.13 Further Assurances.

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. No Party shall be required to take any action or execute any document under this Section 19.13 that would negatively change that Party's risk or benefit under this Agreement.

19.14 Captions; Construction.

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and shall not be construed against one Party or the other as a result of the manner in which this Agreement was prepared, negotiated or executed.

19.15 *Entire Agreement.*

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

19.16 *Forward Contract.*

The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code.

19.17 *Service Contract.*

Each Party intends this Agreement to be a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code of 1986.

19.18 *Counterparts.*

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each as of the Effective Date set forth above.

FL Solar 8, LLC

By: _____

Name: Chad R. Hite

Title: CEO

Florida Municipal Power Agency

By: Jacob A. Williams

Name: Jacob A. Williams

Title: GM + CEO

EXHIBIT A
CONTRACT PRICE & OPTION PRICE

I. CONTRACT PRICE

A. Initial Term

PERIOD	CONTRACT PRICE (\$/MWh)
From and including the Initial Energy Delivery Date through the remainder of the Initial Term	15\$ [REDACTED]

B. Renewal Terms

Renewal Term 1	
Contract Year	Contract Price (\$/MWh)
21	[REDACTED]
22	[REDACTED]
23	[REDACTED]
24	[REDACTED]
25	[REDACTED]
Renewal Term 2	
Contract Year	Contract Price (\$/MWh)
26	[REDACTED]
27	[REDACTED]
28	[REDACTED]
29	[REDACTED]

EXHIBIT B

DESCRIPTION OF PROJECT

Seller intends to build, own and operate a single axis tracking photovoltaic solar energy generation facility on a site located in Alachua County, Florida, which may be referred to at times in this Agreement as the “Whistling Duck” solar facility. As presently planned, the Expected Project Capacity will be 74.9 MW, and will consist of:

- 74.9 MWac solar PV plant with single-axis tracker, (1) 53/70/88MVA 230/34.5/13.8-kV, three-winding transformer (Ynynd)
- (24) PE HEM FS3350M inverters, each with an integrated pad mount transformer 3465kVA, 34.5/0.63-kV Dy
- 1x15 MVAR capacitor bank at the 34.5kV bus of the substation to which the Project interconnects

Point(s) of Interconnection: The Project will interconnect with the transmission facilities of Duke Energy Florida at a point to be determined in the interconnection study process.

Real Property Description which shall be subject to adjustment to reflect the final survey and any modifications made in accordance with Prudent Operating Practices:

Located in the County of Alachua, Florida (to be updated by Seller in accordance with the Interconnection Agreement).

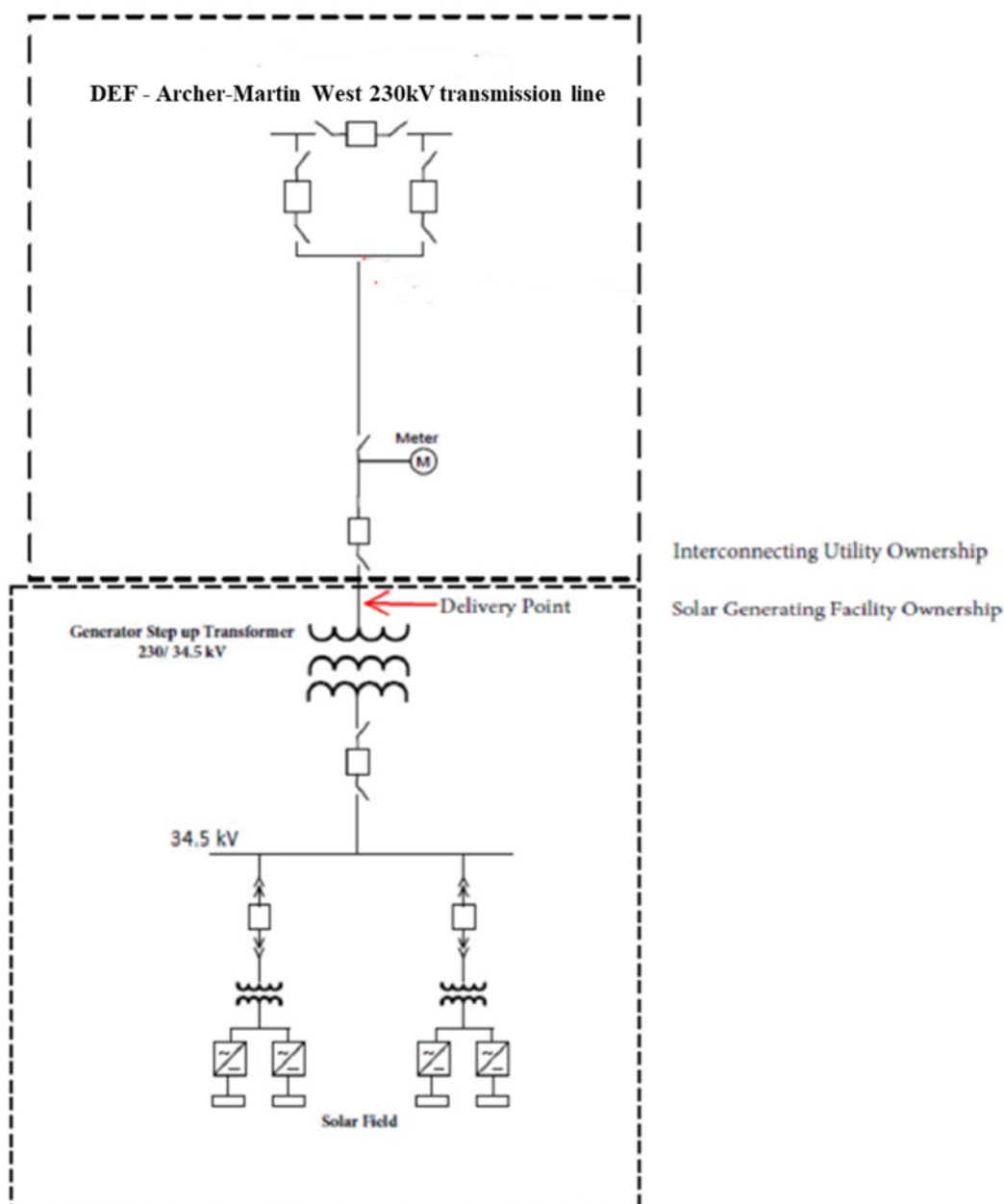
Nothing in this Agreement or Exhibit B is intended to either (i) limit the right of Seller to make any changes to the Project it determines to undertake, or (ii) grant any rights to Buyer regarding the description, nature or components of the Project.

EXHIBIT C

DESCRIPTION OF DELIVERY POINT

Following is a preliminary description of the Delivery Point. Seller shall update as necessary.

The Delivery Point will be at the point the Project interconnects to Duke Energy Florida's transmission system, which (as of the Effective Date) is anticipated to be located at a new substation along the Archer-Martin West 230kV transmission line.



C-1

PRODUCTION GUARANTEE

“Annual Energy Output Guarantee” means, for any Contract Year, (i) Buyer’s Share of the amount set forth in the following Table A for such Contract Year, less (ii) any Excused Energy.

September 3, 2024 City Council Regular Session Agenda Packet
Exhibit D - 1

“Damages Rate” means

per MWh of Production Shortfall.

“Excused Energy” means (a) any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of Buyer Curtailment Orders, Buyer’s failure to obtain transmission service or Buyer’s failure to perform, including for reasons outside its control, as contemplated in Section 3.8(c) (other than due to a breach by Seller of its obligations under the Agreement); plus (b) Buyer’s Share of any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of a (i) Curtailment Period, (ii) System Emergency (other than a System Emergency caused by Seller’s breach of the Interconnection Agreement), (iii) Force Majeure Event, or (iv) Planned Outages

“Production Shortfall” means, for any Contract Year, the positive difference (if any) between the Annual Energy Output Guarantee and the Actual Energy Production for that Contract Year.

II. Guarantee and Damages.

a. Production Guarantee Damages. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

b. Annual Report. No later than 45 days after each Contract Year, Seller shall deliver to Buyer: (i) a calculation showing Seller’s computation of the Actual Energy Output for the previous two Contract Years and the Production Guarantee Damages, if any, owed to Buyer, and (ii) payment in full of any Production Guarantee Damages owed to Buyer. Production Guarantee Damages shall be Buyer’s sole remedy for the failure of Seller to satisfy the production guarantee set forth in this Exhibit D.

EXHIBIT E
FORM OF GUARANTY

THIS SOLAR POWER PURCHASE AGREEMENT GUARANTY, dated as of _____ (this “Guarantee”), is issued by [name of guarantor], a _____ (“Guarantor”) in favor of [_____] (“Guaranteed Party”). [BENEFICIARY], a Delaware limited liability company (“Obligor”) is a wholly owned subsidiary of Guarantor.

A. RECITALS

Obligor and Guaranteed Party have entered into a Solar Power Purchase Agreement, dated as of _____ (the “Agreement”).

This Guarantee is delivered to Guaranteed Party by Guarantor pursuant to the Agreement. All terms defined in the Agreement and not otherwise defined in this Guarantee have the meanings given to them in the Agreement.

AGREEMENT

Guarantee.

Guarantee of Obligations Under the Agreement. For value received, Guarantor absolutely, unconditionally and irrevocably, as primary Obligor and not as surety, subject to the express terms hereof, guarantees the payment and performance when due of all obligations, whether now in existence or hereafter arising, by Obligor to Guaranteed Party pursuant to the Agreement (the “Obligations”). This Guarantee is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become discharged or uncollectible in any bankruptcy, insolvency or other similar proceeding, or otherwise unenforceable.

Maximum Guaranteed Amount. Notwithstanding anything to the contrary, Guarantor’s aggregate obligation to Guaranteed Party hereunder is limited to [**insert applicable Required Security Amount**] (the “Maximum Guaranteed Amount”) (it being understood for purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder that any payment by Guarantor either directly or indirectly to the Guaranteed Party, pursuant to a demand made upon Guarantor by Guaranteed Party or otherwise made by Guarantor pursuant to its obligations under this Guarantee, including any indemnification obligations, shall reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis), excluding costs and expenses incurred by Guaranteed Party in enforcing this Guarantee, and shall not either individually or in the aggregate be greater or different in character or extent than the obligations of Obligor to Guaranteed Party under the terms of the Agreement.

Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the Obligations were due.

Waiver of Certain Defenses. Guarantor waives: (a) notice of acceptance of this Guarantee and of the Obligations and any action taken with regard thereto; (b) presentment, demand for payment,

protest, notice of dishonor or non-payment, suit, or the taking of any other action by Guaranteed Party against Obligor, Guarantor or others; (c) any right to require Guaranteed Party to proceed against Obligor or any other person, or to require Guaranteed Party first to exhaust any remedies against Obligor or any other person, before proceeding against Guarantor hereunder; and (d) any defense based upon (i) an election of remedies by Guaranteed Party; (ii) a change in the financial condition, corporate existence, structure or ownership of the Guarantor or Obligor; (iii) the institution by or against Obligor or any other person or entity of any bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Obligor or its assets or any resulting release, stay or discharge of any Obligations; (iv) any lack or limitation of power, incapacity or disability on the part of Obligor or of its directors, partners or agents or any other irregularity, defect or informality on the part of Obligor in the authorization of the Obligations; (v) any lack of validity or enforceability of the Obligations; (vi) any amendment, release, discharge, substitution or waiver of the Agreement or any of the Obligations and (v) any duty of Guaranteed Party to disclose to Guarantor any facts concerning Obligor, the Agreement or the Project, or any other circumstances that might increase the risk to Guarantor under this Guarantee, whether now known or hereafter learned by Guaranteed Party, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances.

Without limitation to the foregoing, Guaranteed Party shall have the right to at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) renew, compromise, extend, accelerate or otherwise change, substitute or supersede the Obligations; (b) take or fail to take any action of any kind in respect of any security for the Obligations, or impair, exhaust, exchange, enforce, waive or release any such security; (c) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations; or (d) compromise or subordinate the Obligations, including any security therefor, or grant any forbearances or waivers, on one or more occasions, for any length of time, or accept settlements with respect to Obligor's performance of any of the Obligations.

Except as expressly set forth in this paragraph, Guarantor shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that Obligor may have to payment or performance of any of the Obligations and also shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that the Guarantor may have against the Guaranteed Party, other than (a) defenses arising from the insolvency, reorganization or bankruptcy of Obligor, (b) defenses expressly waived in this Agreement by Guarantor, (c) defenses arising by reason of (i) Guarantor's direct or indirect ownership interests in Obligor or (ii) legal requirements applicable to Obligor that prevent the payment by Obligor of its payment obligations that constitute Obligations, and (d) defenses previously asserted by Obligor against such claims to the extent such defenses have been resolved in favor of Guaranteed Party by a court of last resort.

Term. This Guarantee shall continue in full force and effect until the earlier to occur of (a) the substitution of an alternative form of Security by Obligor, (b) the satisfaction of all Obligations of Obligor under the Agreement, or (c) the payment by Guarantor, without reservation of rights, of an aggregate amount equal to the Maximum Guaranteed Amount, together with any other amounts required to be paid by Guarantor pursuant to this agreement. Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment,

or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise.

Subrogation. Until all Obligations are indefeasibly paid in full, unless otherwise provided herein, Guarantor waives all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guarantee and any collateral held therefor, and Guarantor subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations. Any amount paid to Guarantor on account of any purported subrogation rights prior to the termination of this Guaranty shall be held in trust for the benefit of Guaranteed Party and shall immediately thereafter be paid to Guaranteed Party.

Expenses. Whether or not legal action is instituted, Guarantor agrees to reimburse Guaranteed Party on written demand for all reasonable attorneys' fees and all other reasonable costs and expenses incurred by Guaranteed Party in enforcing its rights under this Guarantee. Notwithstanding the foregoing, the Guarantor shall have no obligation to pay any such costs or expenses if, in any action or proceeding brought by Guaranteed Party giving rise to a demand for payment of such costs or expenses, it is finally adjudicated that the Guarantor is not liable to make payment.

Assignment. Guarantor shall not be permitted to assign its rights or delegate its obligations under this Guarantee in whole or part without written consent of Guaranteed Party. Guaranteed Party shall not be permitted to assign its rights hereunder except in connection with a permitted assignment of its rights and obligations under the Agreement.

Non-Waiver. The failure of Guaranteed Party to enforce any provisions of this Guarantee at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce same. All remedies of Guaranteed Party under this Guarantee shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity. The terms and provisions hereof may not be waived, altered, modified or amended except in a writing executed by Guarantor and Guaranteed Party.

Entire Agreement. This Guarantee and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the guarantee of the Obligations of Obligor by Guarantor. All prior or contemporaneous agreements or undertakings made, which are not set forth in this Guarantee, are superseded.

Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received; (b) if mailed by certified mail (postage prepaid and return receipt requested), five (5) days after deposit in the U.S. mails; (c) if given by facsimile, when transmitted with confirmed transmission; or (d) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

Attn: _____

If to Guaranteed Party:

Attn: _____

Counterparts. This Guarantee may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument.

Governing Law; Jurisdiction. This Guarantee shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law. Guarantor and Guaranteed Party submit to the jurisdiction and venue of the Superior Court of the District of Columbia or of any federal district court located in the District of Columbia over any disputes relating to this Guarantee.

Further Assurances. Guarantor shall cause to be promptly and duly taken, executed, acknowledged and delivered such further documents and instruments as Guaranteed Party may from time to time reasonably request in order to carry out the intent and purposes of this Guarantee.

Limitation on Liability. Except as specifically provided in this Guarantee, Guaranteed Party shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Obligor in the Agreement.

Effectiveness. This Guarantee shall be effective as of the date set forth in the first paragraph hereof upon its execution by both Guarantor and Guaranteed Party.

IN WITNESS WHEREOF, Guarantor and Guaranteed Party have executed and delivered this Guarantee.

[Guarantor]

By: _____
Name:
Title:

Acknowledged and agreed

[Guaranteed Party]

By: _____
Name:
Title:

EXHIBIT F
FORM OF IRREVOCABLE LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.

Date of Issuance:

Beneficiary:

[Buyer Name]

Applicant/Account Party:

Amount: USD Amount ([Amount] and 00/100)

Initial expiration date at our counter (unless evergreen):

Final expiration date at our counter:

Ladies and Gentlemen:

We, [Bank Name]

("Issuer"), do hereby issue this Irrevocable Transferable Standby Letter of Credit No. {_____} by order of, for the account of, and on behalf of [_____] ("Account Party") and in favor of [Buyer Name]. The term "Beneficiary" includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator.

This Letter of Credit is issued, presentable and payable at the office of the Issuing Bank and we guarantee to YOU that drafts and documents drawn under and in compliance with the terms of this Letter of Credit will be honored on presentation pursuant to the terms of this Letter of Credit.

This Letter of Credit is available in one or more drafts drawn on [Bank Name] and may be drawn hereunder for the account of up to an aggregate amount not exceeding [\$Amount]. This Letter of Credit is drawn against by presentation to us at our office located at [Bank Address] of a drawing certificate (i) signed by an officer of the Beneficiary; (ii) dated the date of presentation; and (iii) the following statement:

"The undersigned hereby certifies to [Bank Name] ("Issuer"), with reference to its Irrevocable Transferable Standby Letter of Credit No.[____], dated _____, issued on behalf of [_____] ("Account Party") and in favor of the [Buyer Name], ("Beneficiary") that:

[said Account Party has failed to perform in accordance with the terms and provisions of the Solar Power Purchase Agreement dated [] to which Account Party and Beneficiary are parties, as such agreement may be amended and supplemented from time to time, and any replacements or substitutions thereof, (collectively, the "Agreement").]

☐ --or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to the terms of the Letter of Credit that Issuing Bank elects not to extend the Letter of Credit for an additional one-year period, and (ii) the Letter of Credit will expire in fewer than thirty (30) days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit.]

The Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$[insert amount in figures] (United States Dollars [insert amount in words]).”

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. Eastern Time, Issuer shall satisfy such drawing request on the second Business Day. If the drawing certificate is received after 10:00 a.m. Eastern Time, Issuer will satisfy such drawing request on the third Business Day.

It is a condition of the letter of credit that it will be automatically extended without amendment for additional one-year periods until [] (the “Final Expiration Date”), unless at least one hundred twenty (120) days prior to any expiration date we send you written notice at the above address by registered mail or overnight courier service that we elect not to consider this Letter of Credit extended for any such period.

This Letter of Credit may be transferred in its entirety (but not in part) by Issuing Bank only upon presentation to us of a Request for Transfer signed by the Beneficiary in the form of Exhibit A accompanied by this Original Letter of Credit and any amendment(s), in which the Beneficiary irrevocably transfers to such transferee all of its rights hereunder, whereupon we agree to either issue a Transferred letter of credit to such transferee or endorse such transfer on the reverse of this Letter of Credit. Any transfer fees assessed by the issuer will be payable solely by the applicant.

Payments under the Letter of Credit shall be in accordance with the following terms and conditions:

All commissions and charges will be borne by the Account Party.

This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce, (the “ISP”), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall govern. This Letter of Credit shall be governed by the internal laws of the State of Florida to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such Florida laws, the ISP shall control.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.

The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

Partial drawings and multiple drawings are permitted.

A failure to make any drawing at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.

Original Letter of Credit and all amendments need to be presented for a drawing. If it's a partial drawing, we will endorse the drawing amount on the back of the Original Letter of Credit and return the same to beneficiary.

EXHIBIT A UNDER STANDBY LETTER OF CREDIT NO.
REQUEST FOR TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY

Date: _____

[Bank Name and Address]

Re: Standby Letter of Credit No.

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE _____

ADDRESS OF TRANSFEREE _____

CITY, STATE/COUNTRY ZIP _____

(hereinafter, the “transferee”) all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such letter of credit and all amendment(s), if any, are returned herewith, and we ask you to issue a Transferred Letter of Credit or endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

In payment of your transfer commission in amount equal to ¼% of the amount transferred, minimum of \$250.00

The applicant has wired funds to you through _____ bank and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

Very truly yours, [BENEFICIARY NAME]

Authorized Signature

The signature(s) of _____ with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program.

(Signature of Authenticating Bank)

(Name of Bank)

(Printed Name/Title)

(Date)

(1)		FOR BANK USE ONLY
Confirmation of Authenticating Bank's signature performed by:		
Date:	Time:	a.m./p.m.
Addl Info.:		

EXHIBIT G

INSURANCE REQUIREMENTS

General Liability Insurance. Seller must obtain the following insurance coverage, which can be exceeded by Seller and may be met through any combination of primary insurance and following form excess or umbrella insurance so long as the combined limits meet requirements of this Agreement:

Commercial general liability insurance in an “occurrence” form with bodily injury and property damage combined liability limits of not less than [REDACTED] per occurrence; provided, however: (i) Seller may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Seller uses a “claims-made” policy, it must maintain continuous coverage in effect for at least two (2) years beyond termination of this Agreement, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Effective Date of this Agreement.

Specific coverage for broad form contractual liability and a separation of insured provision.

Additional Insurance. In addition to the requirements above, Seller must acquire and maintain throughout the Term, the following additional types of insurance:

Workers’ Compensation. Workers’ compensation insurance in accordance with statutory requirements including employer’s liability insurance with limits not less than [REDACTED] per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen’s and Harbor Worker’s Compensation Act and the Jones Act, where applicable.

Auto Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least [REDACTED].

All Risk Property. All Risk Property insurance covering the Facility against physical loss or damage, with a minimum limit sufficient to cover replacement of the Facility, except physical loss or damage caused by flood, wind, or earthquake, which shall be insured up to \$10 million, to be procured at commercially reasonable terms and limits available in the marketplace. A deductible may be carried, which will be the absolute responsibility of Seller.

EXHIBIT H
FORM OF SURETY BOND

BOND NUMBER _____

POWER PURCHASE AGREEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
(hereinafter called "Principal"), and [_____] authorized to do business in the State of _____
(hereinafter called "Surety") are held and firmly bound unto _____
(hereinafter called "Obligee") as Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of _____
(\$_____) DOLLARS, good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written agreement with the above named Obligee, effective the _____ day of _____, 20____, for the

(hereinafter called "Agreement") which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Bond shall be null and void unless: (1) the above Agreement is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in Default under the above Agreement (hereinafter called "Default"), and is declared by the Obligee thereafter to be in Default; and (3) the Obligee has provided written notice of the Default to the Surety as promptly as possible, and in any event, within fifteen (15) days after such Default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

1. Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or
2. Pay the full amount of the above penal sum in complete discharge and exoneration of this Bond, and of all liabilities of the Surety relating hereto.

PROVIDED HOWEVER, that this Bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. This bond may be cancelled by providing sixty days (60) written notice of cancellation given by certified mail to the Obligee and to the Principal at the addresses stated below. Such cancellation shall in no way limit the liability of the Surety for subsequent defaults of the Principal's obligation incurred prior to such termination. In the event of cancellation, the Principal is responsible for providing alternate security to the Obligee thirty (30) days prior to the termination date, otherwise to be considered in Default under the Agreement and the Obligee shall be entitled to submit a Demand and receive payment under this Bond.
2. A reorganization under Chapter 11 of the US Bankruptcy Code by the Principal shall not constitute an event of Default recoverable under this Bond if they continue to perform their obligations under the Agreement.
3. In the event the Principal fails to make any payments due to the Obligee which would constitute the basis of a Default, within Ten (10) business days of Surety's receipt of a Demand for payment under this Bond (hereinafter called "Demand"), Surety shall pay to the Obligee the amount of such Demand. The Surety shall cause to be paid all payments then past due, and in so doing cure any Default under the Agreement. The Obligee may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond less any amounts previously paid by the surety.

4. Surety's liability under this Bond issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
5. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this Bond unless same be brought or instituted and process served upon the Surety within six (6) months following the effective cancellation date of this Bond.
6. Any notice given or required under this Agreement will be made to the following representatives of the Parties:
 - a. To: {Principal}
 - b. To: {Obligee}
 - c. To: {Surety}

In the event of conflict or inconsistency between the provisions of this Bond and the provisions of the above Agreement, the provisions of this Bond shall control. The Obligee's acceptance of this Bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

Sealed with our seals and dated this _____ day of _____ 20____.

WITNESS:

PRINCIPAL:

(Name & Title)

(Signature) (SEAL)

(Name & Title)

WITNESS:

SURETY:

(Name & Title)

(Signature) (SEAL)

(Name, as Attorney-in-Fact)

EXHIBIT I

ENVIRONMENTAL ATTRIBUTES ATTESTATION AND BILL OF SALE

I. Seller Information

Name of Seller: _____

Address of Seller: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____ Email Address: _____

II. Declaration

I, **[NAME AND TITLE]** , declare that the Environmental Attributes listed below were sold in accordance with that **[AGREEMENT]** dated as of **[DATE]** ("Agreement") exclusively from: _____ ("Seller") to [_____] ("Buyer").

# MWhs Environmental Attributes Transferred	Period of Generation (mm/yy)

I further declare that:

- 1) all the Environmental Attributes were generated by Seller;
- 2) to the best of my knowledge, the Environmental Attributes were not sold, marketed or otherwise claimed by a third party;
- 3) Seller transferred the Environmental Attributes only once, to Buyer;
- 4) the Environmental Attributes were not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Seller, nor, to the best of my knowledge, by any other entity;
- 5) all of the Environmental Attributes transferred to Buyer (as listed above) were generated at the [_____] facility, a [_____] -powered generation facility located in [County, State]; and
- 6) Environmental Attributes transferred to Buyer include RECs which shall be registered and eligible under the Applicable REC Program specified in the Agreement.

As an authorized agent of Seller, I attest that the above statements are true and correct.

Signature

Date

Place of Execution

EXHIBIT J

FORM OF LENDER CONSENT

In the event Seller collaterally assigns its rights hereunder to the Lender as security, any related Lender Consent will contain provisions substantially as follows:

Buyer will not terminate the Agreement other than as provided therein, without the prior written consent of the Lender.

In connection with the exercise of its rights under the Financing Documents, the Lender shall have the right, but not the obligation, to do any act required to be performed by Seller under the Agreement, and Buyer shall accept any such performance by the Lender any such performance by the Lender to the same extent as if such performance was rendered by Seller itself.

Lender shall not assume, sell or otherwise dispose of the Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Lender or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Agreement (a) executes and delivers to Buyer a written assumption of all of Seller's rights and obligations under the Agreement in form and substance reasonably satisfactory to Buyer, which include the obligation to cure any and all defaults of Seller under the Agreement which are capable of being cured and which are not personal to Seller; (b) satisfies and complies with all requirements of the Agreement; (c) if applicable, delivers to Buyer a replacement for any Credit Support that is required to be delivered and maintained by Seller under the Agreement; and (d) is a Permitted Transferee (as defined below). Lender further acknowledges that the assignment of the Agreement to Lender is for security purposes only and that Lender has no rights under the Agreement to enforce the provisions of the Agreement unless and until an event of default has occurred and is continuing under the Financing Documents (a "Financing Default") or under this Agreement, in which case Lender shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Agreement to the same extent and in the same manner as if Lender were an original party to the Agreement.

"Permitted Transferee" means any person or entity who (i) meets the Required Credit Rating set forth in the Agreement, (ii) has, or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED], solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED] MW, and (iii) is not a Prohibited Person or Entity. Lender may from time to time, following the occurrence of a Financing Default, notify Buyer in writing of the identity of a proposed transferee of the Agreement, which proposed transferee may include Lender, in connection with the enforcement of Lender's rights, which notice shall include evidence reasonably acceptable to Buyer that the proposed transferee satisfies the criteria set forth above. Upon receipt of such notice, Buyer shall, within thirty (30) Days of its receipt of such written notice, confirm to Lender whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if Buyer fails to so respond within such thirty (30) Day period such proposed transferee shall be deemed to be a "Permitted Transferee".

If Buyer becomes entitled to terminate the Agreement due to an uncured Event of Default by Seller, Buyer shall not terminate the Agreement unless it has first given notice of such uncured Event of Default to the Lender and has given the Lender an Additional Cure Period to cure such Event of Default. For the purposes of this Agreement, “Additional Cure Period” means (i) with respect to a monetary default, ten (10) Business Days in addition to the cure period (if any) provided to Seller in the Agreement, and (ii) with respect to a non-monetary default, thirty (30) Days in addition to the cure period (if any) provided to Seller in the Agreement. However, if the Lender requires possession of the Project in order to cure the Event of Default and commences foreclosure proceedings against Seller within thirty (30) Days of receiving notice of an Event of Default from Buyer or Seller, whichever is received first, Lender shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) Days; provided, however, that Lender shall provide a written notice to Buyer that it intends to commence foreclosure proceedings with respect to Seller within ten (10) Business Days of receiving a notice of such Event of Default from Buyer or Seller, whichever is received first.

Neither the Lender nor any other participant in the Project Debt shall be obligated to perform or be liable for any obligation of Seller under the Agreement until and unless any of them assumes the Agreement.

Any party taking possession of the Project through the exercise of the Lender’s rights and remedies shall remain subject to the terms of the Agreement and shall assume all of Seller’s obligations under the Agreement, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. In the event that the Lender or its successor assumes the Agreement in accordance with this paragraph, Buyer shall continue the Agreement with the Lender or its successor, as the case may be, substituted wholly in the place of Seller.

Within sixty (60) Days of any termination of the Agreement in connection with any bankruptcy or insolvency Event of Default of Seller, upon the request of Lender, the Lender (or its successor) and Buyer shall enter into a new power purchase agreement on the same terms and conditions as the Agreement and for the period that would have been remaining under the Agreement but for such termination.

Buyer agrees to execute an estoppel certificate substantially in the form of Attachment A.

[ATTACHMENT A TO EXHIBIT J]

[Buyer shall have the right to qualify and/or revise any representation, warranty and other statement that such representation, warranty or other statement is a true statement as of the date of this certificate.]

[Date]

Reference is made to that certain Power Purchase Agreement dated as of [____] (the “PPA”), by and between [____], a [____] organized and existing under the laws of [____] (“Buyer”); and [____], LLC, a [____] (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. Buyer is a [____] duly organized, validly existing and in good standing (if applicable) under the laws of the State of [____]. The execution and delivery by Buyer of this Estoppel Certificate have been duly authorized by all necessary action on the part of Buyer and do not require any further internal approval or consent of Buyer and do not violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Buyer.

The copy of the PPA, as amended, attached as Exhibit [____], constitutes a true and complete copy of the PPA.

To Buyer’s knowledge, as of the date hereof, the PPA is in full force and effect and the PPA has not been assigned or amended by Buyer. All representations and warranties of Buyer under the PPA were true and correct (as may be qualified by the terms of the Agreement) when made, and, to Buyer’s knowledge, remain true and correct in all material respects as of the date hereof, except for those that, by their nature or terms, apply only as of the date originally made[, except: _____].

As of the date hereof, (A) no default or event of default with respect to Buyer nor, to the Buyer’s knowledge, Seller, has occurred under the PPA, and (B) to Buyer’s knowledge, there are no material defaults (including breach(es) of the PPA existing as of the date hereof that are not yet defaults under the PPA because applicable cure periods have not yet expired) or circumstances which with the passage of time and/or giving of notice would constitute a default.

To Buyer’s knowledge, there is no event, act, circumstance or condition constituting an event of force majeure under the PPA.

To Buyer’s knowledge, Buyer has no existing counterclaims, offsets or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA. As of the date hereof, there is no pending or, to Buyer’s knowledge, threatened action or proceeding involving or relating to Buyer before any court, tribunal, governmental authority or arbitrator which purports to materially affect the legality, validity or enforceability of the PPA. There exist no pending or to the Buyer’s

knowledge, threatened disputes or legal proceedings under the PPA or otherwise between Buyer and Seller.

All payments due, if any, under the PPA by Buyer have been paid in full through the period ending on the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

By:

Title:

Name:

EXHIBIT K
PARTICIPANT LIST

FMPA Solar II Project Participants	Share of Whistling Duck Solar
Homestead Public Services	3.338%
City of Lake Worth Beach Utilities	17.723%
City of Mount Dora	1.335%
New Smyrna Beach Utilities Commission	6.676%
Winter Park Electric Utility	6.676%
Total	35.748%

For reference only:

FMPA All-Requirements Power Supply Project Participants	Share of Whistling Duck Solar
Beaches Energy Services	10.013%
Fort Pierce Utilities Authority	10.013%
Town of Havana	0.167%
Keys Energy Services	16.689%
Kissimmee Utility Authority	13.351%
City of Newberry	0.668%
Ocala Utility Services	13.351%
Total	64.252%

EXHIBIT L

FORM OF PROGRESS REPORT



Project:

Recipient:

PROJECT PROGRESS REPORT

Pursuant to Section 4.1(f) of the Agreement, after the Effective Date and before the Commercial Operation Date, Seller will provide Buyer with quarterly progress reports advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller's best estimate of the Commercial Operation Date.

I. Overview

Milestone	Expected Completion	Status	Notes
Interconnect Screening Study		Pending	
Start of Permitting		Pending	
Completion of Site Studies		Pending	
Interconnection Application		Pending	
System Impact Study		Pending	
Local Permitting Complete		Pending	
Facilities Study		Pending	
Interconnection Agreement		Pending	
Construction NTP		Pending	
Start of Major Equipment Delivery to Site		Pending	
85% Capacity Available		Pending	
Back Feed Available		Pending	
COD		Pending	



II. Status Updates

- **Interconnection Agreement**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Permits, Licenses, Easements and Approvals to Construct**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Construction Notice To Proceed**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Major Equipment Delivered to Site**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Commercial Operation Date**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:

Report Completed: [Date, Sender Initials]

EXHIBIT M

FORM OF SOLAR II PROJECT POWER SALES CONTRACT

Solar II Project

Power Sales Contract

Between

**Florida Municipal Power Agency,
Solar II Power Project**

and

[Member name]

TABLE OF CONTENTS

<u>SECTION 1.</u>	<u>Definitions and Explanations of Terms. As used herein:</u>	2
<u>SECTION 2.</u>	<u>Term & Termination.</u>	3
<u>SECTION 3.</u>	<u>Sale and Purchase.</u>	4
<u>SECTION 4.</u>	<u>Project Budget.</u>	4
<u>SECTION 5.</u>	<u>Billing, Payment, Disputed Amounts.</u>	4
<u>SECTION 6.</u>	<u>Scheduling of Deliveries; Transmission.</u>	5
<u>SECTION 7.</u>	<u>Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters,</u> <u>and Solar 2 Project Committee</u>	6
<u>SECTION 8.</u>	<u>Availability of Entitlement Shares.</u>	6
<u>SECTION 9.</u>	<u>Accounting.</u>	7
<u>SECTION 10.</u>	<u>Information to be Made Available.</u>	7
<u>SECTION 11.</u>	<u>Covenants.</u>	7
<u>SECTION 12.</u>	<u>Event of Default – Project Participant.</u>	8
<u>SECTION 13.</u>	<u>Default by FMPPA.</u>	9
<u>SECTION 14.</u>	<u>Abandonment of Remedy.</u>	9
<u>SECTION 15.</u>	<u>Waiver of Default.</u>	9
<u>SECTION 16.</u>	<u>Relationship to and Compliance with Other Instruments.</u>	9
<u>SECTION 17.</u>	<u>Measurement of Electric Energy.</u>	10
<u>SECTION 18.</u>	<u>Liability of Parties.</u>	10
<u>SECTION 19.</u>	<u>Assignment or Sale of Project Participant's Solar Entitlement Share.</u>	10
<u>SECTION 20.</u>	<u>Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.</u> 11	
<u>SECTION 21.</u>	<u>Termination or Amendment of Contract.</u>	11
<u>SECTION 22.</u>	<u>Notice and Computation of Time.</u>	11
<u>SECTION 23.</u>	<u>Applicable Law; Construction.</u>	12
<u>SECTION 24.</u>	<u>Severability.</u>	12
<u>SECTION 25.</u>	<u>Solar 2 Project Responsibility</u>	12

SOLAR II PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT is made and entered into as of _____, 2019, by and between FLORIDA MUNICIPAL POWER AGENCY, a legal entity organized under the laws of the State of Florida ("FMPA") and [Member name], a [describe Member], a member of FMPA (the "Project Participant").

WITNESSETH:

WHEREAS, FMPA was created to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage in the generation of Electric Energy; and

WHEREAS, FMPA is authorized and empowered, among other things, (i) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in one or more electric projects; (ii) to issue its bonds, notes or other evidences of indebtedness to pay all or part of the costs of acquiring such electric projects; and (iii) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and

WHEREAS, Origis Energy, including its successors or assigns, ("Seller") is developing solar photovoltaic single-axis tracking electric generating facilities having nameplate capacities of 74.9 MW alternating current ("ac"), which will be designed, financed, constructed and operated by Seller in Alachua and Putnam Counties, Florida ("Solar Facility"); and

WHEREAS, FMPA has entered into Power Purchase Agreements between Seller and FMPA on behalf of the Solar II Project ("Solar PPA"), a copies of which are attached to this Power Sales Contract as "Attachment A," and FMPA will purchase and receive a portion of the as-available net Electric Energy output and associated Renewable Energy Attributes and Facility Attributes produced by Solar Facility (referred to cumulatively in this Power Sales Contract as the "Solar Product"); and

WHEREAS, FMPA will take or cause to be taken all steps necessary for delivery to Project Participant and the other Project Participants of their respective share of the Solar Product produced from or attributable to the Solar Facility and delivered to FMPA under the Solar PPA, and will sell the Solar Product from the Solar Facility pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other Project Participants; and

WHEREAS, the execution of the Solar PPA for the supply of Solar Product produced by or attributable to the Solar Facility to the Project Participant and the other Project Participants contracting with FMPA therefore is authorized by the Interlocal Agreement creating the Florida Municipal Power Agency FMPA, as amended to date and as such Interlocal Agreement has been supplemented by a resolution adopted by the Board of FMPA at a meeting duly called and duly held on December 12, 2019, which Interlocal Agreement, as so amended and supplemented, constitutes "an agreement to implement a project" and a "joint power agreement" for the Solar II Project, as such terms are used in Chapter 361, Part II, Florida Statutes, as amended; and

WHEREAS, in order to pay the cost of acquiring the Solar Product produced by or attributable to the Solar Facility under the Solar PPA, it is necessary for FMPA to have substantially similar binding contracts with the Project Participant and such other Project Participants purchasing Solar Product produced by or attributable to the Solar Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein:

Allocable A&G Costs shall mean administrative and general costs incurred by FMPA that have been allocated to the Solar II Project by the FMPA Board of Directors. The initial allocation of Allocable A&G Costs is attached to this Power Sales Contract as “Attachment B,” as it may be amended from time to time at the discretion of the FMPA Board of Directors.

Annual Budget means the budget adopted by the Board of FMPA pursuant to paragraph (a) of 0 hereof which itemizes the estimated Monthly Energy Costs and Project Related Costs for the following Contract Year, or, in the case of an amended Annual Budget adopted by the Board of FMPA, during the remainder of a Contract Year, and the Project Participant's share, if any, of each.

Board shall mean the Board of Directors of FMPA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on October 1 of each year, except that the first Contract Year shall commence on 12:01 a.m. on **December 12, 2019**, and shall expire at 12:00 a.m. the next succeeding October 1.

Discretionary Term Decision shall have the meaning set forth in 0 of this Power Sales Contract.

Downgrade Event shall have the meaning set forth in the Solar PPA.

Effective Date shall have the meaning set forth in 0 of this Power Sales Contract.

Electric Energy shall mean kilowatt hours (kWh).

Energy Price means the price (\$/MWh) to be paid by FMPA under the Solar PPA for Solar Product produced by the Solar Facility and delivered by Seller to FMPA.

Energy Share shall mean FMPA's 53.55 MW share under the Solar PPA in the Solar Product produced by or associated with the Solar Facility.

Facility Attributes has the meaning given in the Solar PPA.

Initial Energy Delivery Date shall have the meaning provided for in the Solar PPA.

Interlocal Agreement means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

Month shall mean a calendar month.

Monthly Energy Costs shall mean, with respect to each Month of each Contract Year, the product of (i) the Energy Price and (ii) the quantity of Solar Product delivered by Seller to FMPA.

Point of Delivery shall mean the high side of the generator step-up transformer of the Solar Facility.

Power Sales Contracts shall mean this Power Sales Contract and the other Power Sales Contracts, dated the date hereof, between FMPA and the other Project Participants, all relating to the Solar PPA and Solar Facility, as the same may be amended from time to time, and any substantially similar contract entered into by FMPA in connection with any transfer or assignment in accordance with this Power Sales Contract.

Project Development Fund Costs shall mean those costs incurred by FMPA and funded by the FMPA Project Development Fund used for the establishment of the FMPA Solar II Project. The Project Development Fund Costs as of the Effective Date are set forth in “Attachment D” of this Power Sales Contract.

Project Related Costs shall mean the costs incurred under the Solar PPA other than Monthly Energy Costs, as well as any other costs incurred by FMPA directly attributable to the Solar II Project, including,

without limitation, Allocable A&G Costs, any amounts to reimburse FMPA Project Development Fund Costs, a Working Capital Allowance, any costs associated with real-time monitoring of the output from the Solar Facility to facilitate Project Participants' transmission scheduling requirements, any credit or payment assurance amounts that may be required under the Solar PPA due to a Downgrade Event, as such term is defined in the Solar PPA, among others.

Project Participants shall mean the parties, including the Project Participant, other than FMPA, to Power Sales Contracts substantially similar hereto.

Renewable Attributes has the meaning given in the Solar PPA.

Schedule of Project Participants shall mean the Schedule of Project Participants contained in Schedule 1 attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Seller shall have the meaning set forth in the Recitals of this Power Sales Contract.

Solar Entitlement Share shall mean, with respect to each project Participant, that percentage of FMPA's Energy Share from the Solar Facility shown opposite the name of such Project Participant in the Schedule of Project Participants as the same may be adjusted from time to time in accordance with the provisions hereof.

Solar II Project shall mean the contractual arrangements and agreements for the purchase of Solar Product by FMPA pursuant to the Solar PPA and sale of the Solar Product to Project Participant pursuant to this Power Sales Contract.

Solar II Project Committee has the meaning set forth in 0 of this Power Sales Contract.

Solar Facility shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar Product shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar PPA shall have the meaning set forth in the recitals of this Power Sales Contract.

Transmission Service Provider shall mean the transmission service provider(s) to which the Solar Facility is interconnected.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission (or its successor in function) Uniform Systems of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

Working Capital Allowance shall mean funds acquired by the Solar II Project in such amounts as shall be deemed reasonably necessary by the FMPA Board of Directors to provide for any working capital needs, including providing for the Solar II Project's ability to pay the Seller in the event of non-payment by one or more Project Participants. The initial Working Capital Allowance and the method of funding is described in "Attachment C" to this Power Sales Contract.

SECTION 2. Term & Termination.

Effective Date. This Power Sales Contract shall become effective upon the last date of execution and delivery of all Power Sales Contracts by all Project Participants originally listed in the Schedule of Project Participants and by FMPA (the "Effective Date") and shall, unless this Power Sales Contract is terminated early pursuant hereto, continue until the expiration or earlier termination of the Solar PPA. Unless a Project Participant terminates this Agreement pursuant to Section 19(a) by paying all stranded cost obligations, neither termination nor expiration of this Power Sales Contract shall affect any accrued liability or obligation hereunder. Notwithstanding the foregoing, in the event it is ultimately determined that any other Project Participant failed to duly and validly execute and deliver its Power Sales Contract, or if any other Power Sales Contract, or any portion thereof, shall be deemed invalid or unenforceable for any other

reason whatsoever, such determination shall in no way affect the commencement, term or enforceability of this Power Sales Contract or the Project Participant's obligations hereunder.

Early Termination. Project Participant may terminate this Power Sales Contract pursuant to 0 of this Power Sales Contract.

SECTION 3. Sale and Purchase.

Commencing on the Initial Energy Delivery Date of the Solar Facility, FMPA shall purchase from Seller in accordance with the terms and conditions of the Solar PPA, and FMPA agrees to and does sell, and the Project Participant agrees to and does hereby purchase, the Project Participant's Solar Entitlement Share. The Project Participant shall, in accordance with and subject to the provisions of 0 hereof, pay FMPA (i) for its Solar Entitlement Share, an amount determined by multiplying Monthly Energy Costs by the Project Participant's Solar Entitlement Share, and (ii) for its share of monthly Project Related Costs, an amount determined by multiplying the Project Related Costs for such Month by Project Participant's Solar Entitlement Share. FMPA shall provide documentation evidencing the conveyance of the Renewable Attributes associated with the Solar Product to Project Participant in a form acceptable to FMPA and Project Participant.

SECTION 4. Project Budget.

In accordance with the FMPA Board of Directors' annual schedule for budget development, the Solar II Project Committee shall develop and approve a budget for the Solar II Project and submit the same to the FMPA Board of Directors for approval. As part of the budget process, the Solar II Project Committee will review Project Related Costs, including the Allocable A&G and the Working Capital Allowance, to ensure the appropriate amount of resources are allocated the Solar II Project.

On or before August 1, 2020, and on or before August 1 prior to the beginning of each Contract Year thereafter, the Board of FMPA shall review the proposed Solar II Project budget submitted by the Solar II Project Committee, and shall adopt and submit to the Project Participant an Annual Budget for the following Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder and serve as a basis for Project Participants' payments hereunder for Monthly Energy Costs and Project Related Costs for such Contract Year.

During each Contract Year, the Solar II Project Committee or Board may review its Annual Budget for the remainder of the Contract Year at any time as it shall deem desirable. In the event such or any other review indicates that such Annual Budget will not substantially correspond with actual Monthly Energy Costs, or actual Project Related Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting the Monthly Energy Costs, or Project Related Costs, the Solar II Project Committee shall recommend and the Board of FMPA shall adopt and submit to each Project Participant an amended Annual Budget applicable to the remainder of such Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder for the remainder of such Contract Year and serve as the basis for the Project Participant's monthly payments for Monthly Energy Costs and Project Related Costs hereunder for the remainder of such Contract Year.

SECTION 5. Billing, Payment, Disputed Amounts.

On or before the 10th day of each Month beginning with the second Month of the first Contract Year following the Effective Date, FMPA shall render to the Project Participant a monthly statement showing, in each case with respect to the prior Month, the amount of energy delivered for each hour and the amounts payable by Project Participant in respect of the following (i) the Monthly Energy Costs; (ii) the Project Related Costs; and (iii) any amount, if any, to be credited to or paid by the Project Participant pursuant to the terms of this Power Sales Contract.

Monthly payments required to be paid to FMPA pursuant to this 00 shall be due and payable to FMPA on the 25th day of the Month in which the monthly statement was rendered. The Project Participant

shall make payment to FMPA by the transfer of funds from the Project Participant's bank account, using an ACH Push or domestic Wire Transfer, through instructions to be provided by FMPA to the Project Participant.

If payment in full is not made on or before the close of business on the due date, a delayed payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage prime rate of interest plus 5%, or the maximum rate lawfully payable by the Project Participant, whichever is less. If said due date is Saturday, Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge.

In the event of any dispute that is known by Project Participant, or should have reasonably been known, as to any portion of any monthly statement, the Project Participant shall nevertheless pay the full amount of such disputed charges when due and shall give written notice of such dispute to FMPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. FMPA shall give consideration to such dispute and shall advise the Project Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the statement next submitted to the Project Participant after such determination. If it is determined that the disputed amount is in the favor of the Participant, to the extent that FMPA earned any interest on the amount withheld, then interest actually earned shall be applied to the overpaid amount.

The obligation of the Project Participant to make the payments under this 0 shall constitute an obligation of the Project Participant payable as an operating expense of the Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system. The obligation of the Project Participant to make payments under this Power Sales Contract shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be otherwise conditioned upon performance of FMPA or Seller under the Solar PPA or the performance by FMPA under this or any other agreement or instrument or the validity or enforceability of any other Power Sales Contract or any other agreement between FMPA and any other Project Participant; provided, however, that the Monthly Energy Costs payable by Project Participant shall reflect the Project Participant's Solar Entitlement Share of the quantity of Solar Product made available by the Seller at the Point of Delivery, and payable by FMPA under the Solar PPA, during that month. The obligation of the Project Participant to make payments under this 00 shall not constitute a debt of the Project Participant within the meaning of any constitutional or statutory provision or limitation or a general obligation of or pledge of the full faith and credit of the Project Participant, and neither the Project Participant nor the State of Florida or any agency or political subdivision thereof shall ever be obligated or compelled to levy ad valorem taxes to make the revenues provided for in this 0, and the obligation of the Project Participant to make payments pursuant to this 0 shall not give rise to or constitute a lien upon any property of the Project Participant or any property located within its boundaries or service area.

SECTION 6. Scheduling of Deliveries; Transmission.

FMPA shall cause Seller, or Seller's agent, to schedule and deliver FMPA's Energy Share to the Point(s) of Delivery in accordance with standard scheduling and dispatching procedures. Unless otherwise agreed to in writing by FMPA and Project Participant, Project Participant shall be responsible for scheduling the delivery of its Solar Entitlement Share of Electric Energy, as well as the associated transmission service, from the Point(s) of Delivery to Project Participant's electric system. Upon request, FMPA, or its agent, shall provide such Project Participant with the Seller's daily forecasted output of the Solar Facility as provided by Seller pursuant to the Solar PPA. FMPA, or its agent, shall maintain communication with the Project Participant regarding Solar Facility forecasts and real-time output in order

to enable Project Participant to modify its transmission schedules with its transmission service provider to align with the Solar Facility's actual output.

Project Participant shall be responsible for securing transmission service necessary to deliver the Solar Energy from the Point of Delivery to Project Participant's electric system. To the extent this transmission service requires upgrades to Project Participant's transmission service provider's transmission system, Project Participant shall be responsible for ensuring all upgrades are complete and Project Participant is able to receive its Solar Entitlement Share prior to the Initial Energy Delivery Date, as defined in the Solar PPA, or otherwise arrange for alternative transmission arrangement for, or disposal of, its Solar Entitlement Share until such time as Project Participant can receive it. Project Participant shall be responsible for enforcing its rights under its transmission service agreement(s) and its transmission service provider's Open Access Transmission Tariff ("OATT") regarding the transmission service provider's obligation to make such upgrades.

All of the provisions of this 0 are subject to the provisions of the Solar PPA, and in the event of any inconsistencies between this 0 and the provisions of the Solar PPA governing scheduling, the terms of the Solar PPA shall govern.

SECTION 7. Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar II Project Committee.

The Solar PPA includes several provisions that allow the Solar II Project to exercise discretion regarding whether to extend the Term of the Solar PPA or to continue the existing Term of the Solar PPA despite a triggering event under the terms of the Solar PPA that permit early termination (hereinafter referred to as "Discretionary Term Decisions"). Such Discretionary Term Decisions may include, for example but without limitation, options for extension of the Term of the Solar PPA beyond the Initial Term, options for continuing or terminating obligations related to portions of the solar capacity that do not make commercial operation deadlines, and options for early termination of the Solar PPA if certain conditions precedent are not met. Project Participant and all other Project Participants will each designate a representative to serve on the Solar II Project Committee. The Committee will meet in advance of any Discretionary Term Decisions provided for under the Solar PPA, and as FMPPA or any Project Participant may request, with 30 day advance Notice (or less if the matter at hand so requires). The Solar II Project Committee shall meet not less than 180 days prior to the expiration of the Initial Term or a Renewal Term, as defined in the Solar PPA, if any, to decide whether to extend the Term of the Solar PPA. In making any Discretionary Term Decision, the Solar II Project Committee will vote on the matter. If the Solar II Project Committee unanimously decides to exercise a Discretionary Term Decision, then such unanimous consent shall be presented to the FMPPA Board of Directors as a recommendation for action on the matter. If one or more Solar II Project Participants do not wish to exercise a Discretionary Term Decision, then the other Solar II Project Participants may elect to assume the Solar Entitlement Share of those Project Participant(s) that do not wish to exercise the Discretionary Term Decision. In such event, the non-exercising Project Participant(s)' Solar II Project Power Sales Contract shall be terminated, and the Power Sales Contract of the assuming Project Participant(s)' shall be amended to reflect the revised Solar Entitlement Shares. In the event that the Project Participant(s) that wish to exercise the Discretionary Term Decision cannot agree to assume 100% of the terminating Project Participant(s)' Solar Entitlement Share, then the Discretionary Term Decision shall not be exercised.

All other, non-Discretionary Term Decisions made by the Solar II Project Committee shall be by a simple majority, with each Project Participant having one equally-weighted vote on Solar II Project matters. After formation of the Solar II Project, each Project Participant shall designate a representative to serve on the Solar II Project Committee. The Solar II Project Committee shall develop a Solar II Project Committee Charter for review and approval of the Board of Directors.

SECTION 8. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Solar PPA, the Project Participant's Solar Entitlement Share shall be made available for delivery to each Project Participant by FMPA in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that, regardless of the amount of Solar Product actually delivered in any given month, Project Participant shall be obligated to make its payments under 0 hereof all for non-energy related Project Related Costs.

SECTION 9. Accounting.

FMPA agrees to keep accurate records and accounts relating to the Solar II Project and relating to Monthly Energy Costs, and Project Related Costs, in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. Said accounts shall be audited annually, which audit may be conducted as part of and in connection with the normal year-end audit of FMPA, by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by FMPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by FMPA to the Project Participant not later than 120 days after the end of each Contract Year.

The Project Participant shall supply to FMPA upon request a copy of the Project Participant's annual financial audit. Project Participant shall notify FMPA in writing immediately upon becoming aware of any event that may negatively affect the Project Participant's credit rating or cause a Downgrade Event, as defined in the Solar PPA.

SECTION 10. Information to be Made Available.

Based, in each case, upon the data most recently available to FMPA pursuant to the Solar PPA, at intervals requested by Project Participant, FMPA will prepare and issue to the Project Participant the following reports:

- status of the Solar II Project annual budget,
- status of construction of the Solar Facility during construction, as received from Seller, and
- operating statistics relating to Solar II Project, as received from Seller

Upon request, FMPA shall furnish or otherwise make available to the Project Participant all other information which FMPA receives from Seller pursuant to the Solar PPA.

FMPA shall promptly provide Project Participant copies of any notices made or received by FMPA pursuant to the Solar PPA.

Project Participant shall, upon request, furnish to FMPA all such information as is reasonably required by FMPA to carry out its obligations under this Power Sales Contract and the Solar PPA. As the Solar II Project is obligated to demonstrate creditworthiness as a requirement of the Solar PPA and report to Seller any Downgrade Event, Project Participants will cooperate with FMPA and will promptly notify FMPA of any event experienced by Project Participant that may cause or contribute to a Downgrade Event.

SECTION 11. Covenants.

Project Participant Covenants. Project Participant agrees (1) to maintain its electric utility system in good repair and operating condition; (2) to cooperate with FMPA in the performance of the respective obligations of such Project Participant and FMPA under this Power Sales Contract; (3) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds

sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Power Sales Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric utility system; and (4) take such action and execute and deliver all documents and information reasonably necessary to enable FMPA to perform its obligations under the Solar PPA.

Project Participant agrees that any power purchase agreement entered into by Project Participant after the Effective Date of this Power Sales Contract, including, without limitation, any full-requirements power supply agreement, with any third party shall permit Project Participant to purchase and receive Solar Product pursuant to this Power Sales Contract.

FMPA Covenants. FMPA covenants that it shall administer and enforce against the Seller the terms and conditions of the Solar PPA, including complying with any covenants required therein, as advised by the Solar II Project Committee and directed by the FMPA Board of Directors.

SECTION 12. Event of Default – Project Participant.

Failure of the Project Participant to make to FMPA when due any of the payments for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Project Participant.

Continuing Obligation, Right to Discontinue Service. In the event of any default referred to in this 0 hereof, the Project Participant shall not be relieved of its liability for payment of the amounts in default, plus reasonable attorney's fees and costs, and FMPA shall have the right to recover from the Project Participant any amount in default. In enforcement of any such right of recovery, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Project Participant, and FMPA shall, upon ten (10) days written notice to the Project Participant, cease and discontinue, either permanently or on a temporary basis, providing all or any portion of the Project Participant's Solar Entitlement Share, at the discretion of the Solar II Project Committee.

Transfer of Solar Entitlement Shares Following Default. In the event of a default by any Project Participant and permanent discontinuance of service pursuant to this 0 of such Project Participant's Power Sales Contract, FMPA is hereby appointed the agent of such Project Participant for the purpose of disposing of such Project Participant's Solar Entitlement Share and as such agent, FMPA shall proceed to dispose of such defaulting Project Participant's Solar Entitlement Share as follows:

FMPA shall first offer to transfer to all other non-defaulting Project Participants a pro rata portion of the defaulting Project Participant's Solar Entitlement Share which shall have been discontinued by reason of such default. Any part of such Solar Entitlement Share of a defaulting Project Participant which shall be declined by any non-defaulting Project Participant shall be reoffered pro rata to the non-defaulting Project Participants which have accepted in full the first such offer; such reoffering shall be repeated until such defaulting Project Participant's Solar Entitlement Share has been reallocated in full or until all non-defaulting Project Participants have declined to take any portion or additional portion of such defaulting Project Participant's Solar Entitlement Share.

In the event less than all of a defaulting Project Participant's Solar Entitlement Share shall be accepted by the other non-defaulting Project Participants pursuant to clause (1), FMPA shall, to the extent permitted by law, use commercially reasonable efforts to sell the remaining portion of a defaulting Project Participant's Solar Entitlement Share for the remaining term of such defaulting Project Participant's Power Sales Contract with FMPA. The agreement for such sale shall contain such terms and conditions, including provisions for discontinuance of service upon default, and as are otherwise acceptable to the Solar II Project Committee.

Any portion of the Solar Entitlement Share of a defaulting Project Participant transferred pursuant to SECTION 12(c)(1) to a non-defaulting Project Participant shall become a part of and shall be added to the Solar Entitlement Share of such Project Participant(s), and each such Project Participant(s) shall be obligated to pay for its Solar Entitlement Share increased as aforesaid, as if the Solar Entitlement Share of such Project Participant(s), increased as aforesaid, had been stated originally as the Solar Entitlement Share of such Project Participant(s) in its Power Sales Contract with FMPA; provided, however, that the Project Participant assuming the defaulting Project Participant's Power Entitlement share shall not be liable for, and the defaulting Project Participant shall remain liable for, any amounts owed by the defaulting Project Participant prior to the assignment and assumption of the defaulting Project Participant's Power Entitlement Share.

The defaulting Project Participant shall remain liable for all payments to be made on its part pursuant to the Power Sales Contract, except that the obligation of the defaulting Project Participant to pay FMPA shall be reduced to the extent that payments shall be received by FMPA, net of any administrative and reasonable attorney's fees and costs incurred by FMPA that is caused by the default, for that portion of the defaulting Project Participant's Solar Entitlement Share which may be transferred or sold or for the Solar Product associated therewith which may be sold as provided in clauses (1), (2), or (3) of this 0. Notwithstanding the foregoing, to the extent a defaulting Project Participant has failed to pay its Solar II Project invoice, in order to prevent FMPA from defaulting under the Solar PPA, the non-defaulting Project Participants' monthly Solar II Project invoices shall be increased on a pro rata basis, based on such Project Participants Solar Entitlement Shares, unless and until FMPA shall recover from the defaulting Project Participants amounts owed, upon which FMPA shall reimburse the non-defaulting Project Participants.

Other Default by Project Participant. In the event of any default by the Project Participant under any other covenant, agreement or obligation of this Power Sales Contract which has not been cured within thirty (30) days after receipt of notice by FMPA, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Project Participant. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 13. Default by FMPA.

In the event of any default by FMPA under any other covenant, agreement or obligation of this Power Sales Contract, Project Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against FMPA. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 14. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of FMPA and the Project Participant shall continue as though no such proceedings had been taken.

SECTION 15. Waiver of Default.

Any waiver at any time by either FMPA or the Project Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 16. Relationship to and Compliance with Other Instruments.

The performance of FMPA under this Power Sales Contract is made subject to the terms and provisions of the Solar PPA.

SECTION 17. Measurement of Electric Energy.

FMPA will or will cause Seller to install, maintain, and operate the metering equipment, required to measure the quantities of Electric Energy produced and delivered from the Solar Facility in accordance with the Solar PPA. Each meter used pursuant to this 0 shall be tested and calibrated in accordance with the Solar PPA.

SECTION 18. Liability of Parties.

Any liability which is incurred by FMPA pursuant to the Solar PPA and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of FMPA derived from the Solar II Project, and any payments made by FMPA, or which FMPA is obligated to make, to satisfy such liability shall become part of Monthly Energy Costs, as required in order to satisfy the obligation of FMPA to make such payments as provided in the Solar PPA.

SECTION 19. Assignment or Sale of Project Participant's Solar Entitlement Share.

Project Participant may terminate this Power Sales Contract upon 90 days advance written notice to FMPA and provided that Project Participant pay, prior to the termination date, the amounts set forth in this 0. Prior to the termination date, Project Participant shall pay to FMPA all stranded cost obligations, as determined by FMPA, to hold the other, non-terminating, Project Participants harmless from the costs associated with Project Participant's termination. For purposes of this 0, stranded cost obligations are defined as an estimate of the solar energy costs that FMPA will pay for the terminating Project Participant's Solar Entitlement Share during each remaining month of the remaining Initial Term of the Solar PPA based on a forecast of expected solar production. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PVsyst or its successor/peer products) reflective of a degradation rate of 0.5% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the Solar PPA Initial Term. Upon such payment and termination, Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract. The terminating Project Participant's Solar Entitlement Share shall be allocated to the remaining Project Participants on a pro rata basis based on their Solar Entitlement Shares.

Project Participant may assign this Power Sales Contract to another Project Participant or another FMPA member, provided that such assignee agrees to fully assume, and fully accept all terms and conditions of, this Power Sales Contract for the Term hereof. If assigned to a FMPA member that is not a Project Participant, such assuming FMPA member shall become a Project Participant upon its assumption of the Power Sales Contract. Upon such assignment and assumption, this Power Sales Contract shall terminate, and Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract.

In the event the Project Participant shall determine that all or any amount of the Solar Product which can be produced from the Project Participant's Solar Entitlement Share are in excess of the requirements of the Project Participant, or Project Participant no longer desires to purchase and receive its Solar Entitlement Share, at the written request of the Project Participant, FMPA shall use commercially reasonable efforts to sell and transfer on behalf of such Project Participant for any period of time all or any part of such excess Solar Product to such other Project Participant or Participants as shall agree to take such Solar Product at such prices as may be agreed to, provided, however, that in the event the other Project Participants do not agree to take the entire amount of such excess, FMPA shall have the right, to the extent permitted by law, to dispose of such excess to other utilities. If all or any portion of such excess of the Project Participant's Solar Entitlement Share is sold pursuant to this 0, then the Project Participant's Solar

Entitlement Share shall not be reduced, and the Project Participant shall remain liable to FMPA to pay the full amount due as if such sale had not been made; except that such liability shall be discharged to the extent that FMPA shall receive payment for such excess from the purchaser or purchasers thereof and that any amounts received by FMPA as payment for such excess which is greater than the liability owed by the Project Participant to FMPA in respect of such excess shall be promptly paid or credited by FMPA to the Project Participant.

SECTION 20. Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.

This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in (1) SECTION 12 hereof in the event of a default; (2) 0, and (3) 0, neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. The Solar II Project Committee shall make a recommendation on any assignment of a Power Sales Contract hereunder to the FMPA Board of Directors for their action.

Project Participant agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to FMPA and, in any event, will not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall, subject to the Solar PPA, assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, if any, and any such purchaser or lessee shall assume all obligations of the Project Participant under this Power Sales Contract; and (ii) FMPA shall by affirmative vote of the FMPA Solar II Project Committee reasonably determine that such sale, lease, abandonment or other disposition will not materially adversely affect FMPA's ability to meet its obligations under the Solar PPA.

SECTION 21. Termination or Amendment of Contract.

This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

This Power Sales Contract may be terminated by FMPA by notice to the Project Participant upon an event of default by Project Participant that has not been cured in accordance with this Power Sales Contract.

No Power Sales Contract entered into between FMPA and another Project Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Project Participants, and upon similar amendment being made to the Power Sales Contract of any other Project Participants requesting such amendment after receipt by such Project Participant of notice of such amendment.

SECTION 22. Notice and Computation of Time.

Any notice or demand by the Project Participant to FMPA under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission to the following:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.lamar.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

Any notice or demand by FMPA to the Project Participant under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission, and addressed to the Project Participant at the address set forth on Schedule 1 hereto.

A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day) and a notice of overnight mail or courier shall be deemed to have been received two (2) business days after it was sent or such earlier time as is confirmed by the receiving Party.

The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 23. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the laws of the State of Florida. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 25. Solar II Project Responsibility

This Power Sales Contract is a liability and obligation of the Solar II Project only. No liability or obligation under this Power Sales Contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of FMPA generally, any individual FMPA member other than Project Participant, or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

[Member name]

(SEAL)

By: _____
[name]
[Title]

Attest:

Date: _____

[name]
[title]

Approved as to form and legal sufficiency:

By: _____
City Attorney

ATTACHMENT A
POWER PURCHASE AGREEMENTS

ATTACHMENT B

FMPA PROCESS FOR DETERMINING ALLOCABLE A&G COSTS

FMPA uses a process to determine the Administrative and General costs (A&G) that will be incurred to effectively manage its non-ARP power supply projects. FMPA's Board approves the process and the allocations to power supply project participants when the Board approves each annual power supply project budget. The process is subject to annual review and approval by the Board, and thus, may change from time to time.

The total A&G allocated to the Solar II Project will not exceed 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects, and annual increases in total A&G allocated shall be commensurate with annual salary increases of such highest costs non-executive level FMPA position. Any revision to this approach shall require the approval of the Solar II Project Committee. As of the Effective Date of this Agreement, the amount equal to 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects is \$232,447.

The following describes the power supply project A&G cost determination process for the FY2018 Budget and provides an example of how A&G costs will be allocated to Solar II Project and ARP Solar Participants, starting with the FY2020 budget:

- 1) Staff determines the FMPA positions that are essential to effective management of the Projects.
- 2) Staff determines the percent time each position spends serving the needs of each the Projects and the ARP.
- 3) The allocable cost of each position to each of the Projects is the percent time this position spends serving the needs of each the Projects determined in 2) multiplied by the current mid-point of the salary range of the position as maintained by FMPA's Human Resources Department and approved by the Board, and multiplied by FMPA's overhead adder percentage.
- 4) The total A&G allocated to each Project is the sum of the allocable costs of each position essential to effective management of the Project.
- 5) Once the annual A&G costs to be allocated to the Solar II Project is determined, the amount is divided by 12 to arrive at the monthly allocable A&G costs.
- 6) For Solar II Project, the monthly allocable A&G costs will be divided by the total amount of the solar energy received by the Solar II Project for the billing month to determine a monthly allocable A&G rate (\$/MWh). Each Solar II Project pays this rate times the amount of solar energy each Participant received during the billing month.
- 7) The table below is an example of the calculation of annual and monthly allocable A&G costs to each power supply project and the Solar II Project for the FY2020 Budget using cost data and the process approved for the FY2020 Budget. This allocation process is subject to Board approval each year.

		Example A&G Allocation for FY 2020 Budget						
Position	FY 2019 Mid Point Salary	ARP	STN	Tri-City	STN 2	St Lucie	Solar	Solar 2
General Manager	\$225,000	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Admin Asst.	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Engineering	\$196,197	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Engineer	\$116,129	18.0%	18.0%	18.0%	18.0%	18.0%	5.0%	5.0%
Engineering Assistant	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Finance	\$185,092	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Mgr. Contracts Compliance	\$123,097	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accountant III	\$116,129	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accounting Clerk	\$43,126	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Payroll Clerk PT	\$45,714	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Total	\$1,165,908	\$207,503	\$207,503	\$207,503	\$207,503	\$207,503	\$64,198	\$64,198
Overhead Adder	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%
Annual Allocable A&G	\$2,201,616	\$391,833	\$391,833	\$391,833	\$391,833	\$391,833	\$121,226	\$121,226
Monthly Allocable A&G	\$183,468	\$32,653	\$32,653	\$32,653	\$32,653	\$32,653	\$10,102	\$10,102

ATTACHMENT C
WORKING CAPITAL ALLOWANCE

In order to provide for working capital for the Solar II Project, and to provide for the Solar II Project's ability to pay Seller in the event that of non-payment by one or more Project Participants, the Solar II Project shall maintain a working capital fund in the principal amount of \$250,000 as cash on hand, or other financial instrument as determined by the Solar II Project Committee. The working capital fund will be funded at the time solar energy starts to be provided under the Solar PPA and will remain in place for the remaining term of this Power Sales Contract. Working capital expenses, including payment of interest on any amounts drawn on any financial instruments, shall constitute Project Related Costs.

ATTACHMENT D

PROJECT DEVELOPMENT FUND COSTS

As of the Effective Date of this Agreement, FMPA has incurred \$0 in Project Development Fund costs.

The amount of Project Development Fund costs allocable to Project Participants shall be calculated by dividing the total balance of Development Fund Costs incurred for solar development by the total expected energy production allocated to the Solar II Project over the first 20 years of the Solar PPA. The resulting dollar per MWh cost shall be allocated as a Project Related Cost.

Project Development Fund Cost	Units	Value
Total Development Fund Expenditure	\$	
Participant Capacity	MW-AC	
Est. Annual Capacity Factor	%	
Est. Annual Project Energy	MWh	
20 Year Buy down Per Year	\$	
20 Year Buy down Per MWh	\$/MWh	

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Solar Entitlement Share (MW)</u>	<u>Solar Entitlement Share (%)</u>
Homestead Public Services	5	9.337%
City of Lake Worth Utilities	26.55	49.580%
City of Mount Dora	2	3.735%
New Smyrna Beach Utilities Commission	10	18.674%
Winter Park Electric Utility	10	18.674%
Total	53.55	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Utilities</u> City of Lake Worth Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	

ATTACHMENT B

FMPA PROCESS FOR DETERMINING ALLOCABLE A&G COSTS

FMPA uses a process to determine the Administrative and General costs (A&G) that will be incurred to effectively manage its non-ARP power supply projects. FMPA's Board approves the process and the allocations to power supply project participants when the Board approves each annual power supply project budget. The process is subject to annual review and approval by the Board, and thus, may change from time to time.

The total A&G allocated to the Solar II Project will not exceed 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects, and annual increases in total A&G allocated shall be commensurate with annual salary increases of such highest costs non-executive level FMPA position. Any revision to this approach shall require the approval of the Solar II Project Committee. As of the Effective Date of this Agreement, the amount equal to 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects is \$232,447.

The following describes the power supply project A&G cost determination process for the FY2018 Budget and provides an example of how A&G costs will be allocated to Solar II Project and ARP Solar Participants, starting with the FY2020 budget:

- 1) Staff determines the FMPA positions that are essential to effective management of the Projects.
- 2) Staff determines the percent time each position spends serving the needs of each the Projects and the ARP.
- 3) The allocable cost of each position to each of the Projects is the percent time this position spends serving the needs of each the Projects determined in 2) multiplied by the current mid-point of the salary range of the position as maintained by FMPA's Human Resources Department and approved by the Board, and multiplied by FMPA's overhead adder percentage.
- 4) The total A&G allocated to each Project is the sum of the allocable costs of each position essential to effective management of the Project.
- 5) Once the annual A&G costs to be allocated to the Solar II Project is determined, the amount is divided by 12 to arrive at the monthly allocable A&G costs.
- 6) For Solar II Project, the monthly allocable A&G costs will be divided by the total amount of the solar energy received by the Solar II Project for the billing month to determine a monthly allocable A&G rate (\$/MWh). Each Solar II Project pays this rate times the amount of solar energy each Participant received during the billing month.
- 7) The table below is an example of the calculation of annual and monthly allocable A&G costs to each power supply project and the Solar II Project for the FY2020 Budget using cost data and the process approved for the FY2020 Budget. This allocation process is subject to Board approval each year.

Example A&G Allocation for FY 2020 Budget								
Position	FY 2019 Mid Point Salary	ARP	STN	Tri-City	STN 2	St Lucie	Solar	Solar 2
General Manager	\$225,000	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Admin Asst.	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Engineering	\$196,197	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Engineer	\$116,129	18.0%	18.0%	18.0%	18.0%	18.0%	5.0%	5.0%
Engineering Assistant	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Finance	\$185,092	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Mgr. Contracts Compliance	\$123,097	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accountant III	\$116,129	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accounting Clerk	\$43,126	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Payroll Clerk PT	\$45,714	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Total	\$1,165,908	\$207,503	\$207,503	\$207,503	\$207,503	\$207,503	\$64,198	\$64,198
Overhead Adder	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%
Annual Allocable A&G	\$2,201,616	\$391,833	\$391,833	\$391,833	\$391,833	\$391,833	\$121,226	\$121,226
Monthly Allocable A&G	\$183,468	\$32,653	\$32,653	\$32,653	\$32,653	\$32,653	\$10,102	\$10,102

ATTACHMENT C
WORKING CAPITAL ALLOWANCE

In order to provide for working capital for the Solar II Project, and to provide for the Solar II Project's ability to pay Seller in the event that of non-payment by one or more Project Participants, the Solar II Project shall maintain a working capital fund in the principal amount of \$250,000 as cash on hand, or other financial instrument as determined by the Solar II Project Committee. The working capital fund will be funded at the time solar energy starts to be provided under the Solar PPA and will remain in place for the remaining term of this Power Sales Contract. Working capital expenses, including payment of interest on any amounts drawn on any financial instruments, shall constitute Project Related Costs.

ATTACHMENT D
PROJECT DEVELOPMENT FUND COSTS

As of the Effective Date of this Agreement, FMPA has incurred \$0 in Project Development Fund costs.

The amount of Project Development Fund costs allocable to Project Participants shall be calculated by dividing the total balance of Development Fund Costs incurred for solar development by the total expected energy production allocated to the Solar II Project over the first 20 years of the Solar PPA. The resulting dollar per MWh cost shall be allocated as a Project Related Cost.

Project Development Fund Cost	Units	Value
Total Development Fund Expenditure	\$	
Participant Capacity	MW-AC	
Est. Annual Capacity Factor	%	
Est. Annual Project Energy	MWh	
20 Year Buy down Per Year	\$	
20 Year Buy down Per MWh	\$/MWh	

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Solar Entitlement Share (MW)</u>	<u>Solar Entitlement Share (%)</u>
Homestead Public Services	5	9.337%
City of Lake Worth Beach	26.55	49.580%
City of Mount Dora	2	3.735%
New Smyrna Beach Utilities Commission	10	18.674%
Winter Park Electric Utility	10	18.674%
Total	53.55	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Beach</u> City of Lake Worth Beach Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	



December 20, 2022

Patrick Comiskey, City Manager
Steve Langley, Electric Utility Director
City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

Re: Amendment to the Solar Power Sales Contract

Dear Gentlemen,

The purpose of this Letter Agreement is to acknowledge Amendment Number One to the Renewable Energy Power Purchase Agreement between Florida Municipal Power Agency and Florida Solar 7, LLC, dated as of December 12, 2019 (the “FL Solar 7 REPPA”) and Amendment Number One to the Renewable Energy Power Purchase Agreement between Florida Municipal Power Agency and Florida Solar 8, LLC, dated as of December 12, 2019 (the “FL Solar 8 REPPA”) (the FL Solar 7 REPPA and FL Solar 8 REPPA hereinafter referred to as the “REPPAs”), and to effectuate an amendment to the Solar Power Sales Contract between FMPPA and City of Mount Dora, dated as of December 12, 2019 (the “Power Sales Contract”), by revising and replacing Attachment A to the Power Sales Contract, as further detailed below.

Pursuant to the REPPAs, FMPPA-Solar II Project agreed to purchase and receive the output of a 74.9 MW solar facility to be located in Alachua County, Florida and a 74.9 MW solar facility to be located in Putnam County, Florida. Pursuant to the Power Sales Contract, FMPPA agreed to sell and deliver, and City of Mount Dora agreed to purchase and receive a certain energy entitlement share to such solar energy.

In response to unforeseen market conditions that threatened the viability of the project, FMPPA and Origis Energy (the parent company of Florida Solar 7, LLC and Florida Solar 8, LLC) agreed to in principle certain amendments to the REPPAs regarding the purchase price of energy to be delivered under the REPPAs, subject to approval by the FMPPA Board of Directors and the Solar Project Participants.

On August 1, 2022, the Solar II Project Committee, which includes a representative of City of Mount Dora approved by unanimous vote the revised pricing terms as stated in a Letter of Intent between FMPPA and Origis, and recommended approval of the same to the Board of Directors. On August 18, 2022, the FMPPA Board of Directors approved the revised pricing terms, and granted FMPPA’s General Manager & CEO the authority to execute revised REPPAs.

The FMPPA Board of Directors vote, and authority for the FMPPA General Manager and CEO to execute on behalf of FMPPA, was conditioned upon receiving final approval of the Solar II Project Participants.

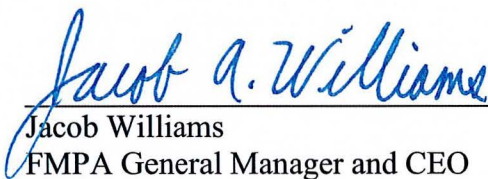
FMPA and City of Mount Dora hereby agree to amend Attachment A to the Power Sales Contract between FMPA and City of Mount Dora by replacing the FL Solar 7 REPPA Exhibit A and FL Solar 8 REPPA Exhibit A with the attached revised Exhibit As. Except for the revised Exhibit As to the REPPAs, there shall be no further changes to the Power Sales Contract by virtue of this Letter Agreement, and the remaining terms and conditions of the Power Sales Contract shall remain in full force and effect.

If City of Mount Dora agrees to the foregoing, please so indicate by having an authorized representative of City of Mount Dora execute below.

By signing below, FMPA and City of Mount Dora agree to the foregoing as of the date last signed by a Party below.

FLORIDA MUNICIPAL POWER AGENCY

CITY OF MOUNT DORA



Jacob Williams
FMPA General Manager and CEO

Date: December 20, 2022



Crissy Stile
Mayor, City of Mount Dora

Date: 1/4/23

**Amendment Number One to the
Solar Power Purchase Agreement
between Florida Municipal Power Agency, as Buyer,
and FL Solar 7, LLC, as Seller, dated as of December 12, 2019.**

This Amendment Number One to the Solar Power Purchase Agreement between Florida Municipal Power Agency (Solar II Project), as Buyer, and FL Solar 7, LLC, as Seller, dated as of December 12, 2019 (“Amendment Number One”), is entered into as of this 2nd day of March, 2023 (the “First Amendment Effective Date”), by and between the Florida Municipal Power Agency, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“Buyer”) and FL Solar 7, LLC, a Delaware limited liability company (“Seller”). Buyer and Seller are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties desire to amend Exhibit A to the Solar Power Purchase Agreement between Florida Municipal Power Agency, as Buyer, and FL Solar 7, LLC, as Seller, dated as of December 12, 2019 (the “REPPA”), all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants in the REPPA as amended and herein contained, the Parties hereby mutually agree as follows:

1. Amendment to Exhibit A to the REPPA. Exhibit A to the REPPA is hereby revised, restated, and superseded with the Exhibit A attached to this Amendment Number One.
2. Definitions. Capitalized terms used in this Amendment Number One that are not otherwise defined herein shall have the meaning set forth in the REPPA.
3. Representations Regarding this Amendment Number One. By its execution of this Amendment Number One, each Party represents and warrants that it is authorized to enter into this Amendment Number One, that this Amendment Number One does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment Number One represents its valid and binding obligation, enforceable against it in accordance with its terms.
4. Governing Law; Disputes. This Amendment Number One shall be governed by Section 19.7 (Governing Law) of the REPPA. The Parties agree to comply with Article 17 (Dispute Resolution) of the REPPA with respect to any dispute relating to this Amendment Number One.

5. Conforming References. Upon the First Amendment Effective Date, each reference in the REPPA to “this Agreement,” “hereunder,” “hereto,” “herein,” or words of like import, shall mean and be a reference to the REPPA as amended by this Amendment Number One.
6. No Other Amendments; Ratification of Remaining Terms and Conditions. Except to the extent modified in this Amendment Number One, all other terms and conditions of the REPPA remain unchanged and in full force and effect.
7. Counterparts. This Amendment Number One may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment Number One by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment Number One.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Amendment Number One as of the First Amendment Effective Date.

FL SOLAR 7, LLC



Johann Vanhee

Chief Commercial Officer

FLORIDA MUNICIPAL POWER AGENCY



Jacob A. Williams

General Manager & CEO

Signature Page to Amendment Number One

EXHIBIT A (FL Solar 7 – Rice Creek)

CONTRACT PRICE & OPTION PRICE

I. CONTRACT PRICE

A. Initial Term

PERIOD	CONTRACT PRICE (\$/MWh)
From and including the Initial Energy Delivery Date through the remainder of the Initial Term	<u>\$27.70</u> , escalating at a rate of 2% each Contract Year

II. OPTION PRICE TABLE

A. Renewal Term Pricing Options

Contract Year	Contract Price (\$/MWh) (Buyer and Seller Agreement Required)	<u>Option 1</u> (\$/MWh) (Buyer's discretion)	<u>Option 2</u> (\$/MWh) (Buyer's discretion)
21	56.49	80.08	87.31
22	57.62	81.68	89.05
23	58.77	83.31	90.83
24	59.95	84.98	92.66
25	61.15	86.68	94.51
26	50.45	88.41	77.78
27	51.45	90.18	79.32
28	52.48	91.98	80.91
29	53.53	93.82	82.52
30	54.60	95.70	84.17

II. OPTION PRICE TABLE

<u>Price addition to the PPA Rate Post ITC (escalating at 2% thereafter)</u>		
ITC % Assumption	Delta PPA Rate (\$ / MWh) Per MWac in year 1	PPA Rate Post ITC for each MWac that is placed in service at the applicable ITC %
30%	N/A	N/A
29%	N/A	N/A
28%	N/A	N/A
27%	N/A	N/A
26%	N/A	N/A
25%	N/A	N/A
24%	N/A	N/A
23%	N/A	N/A
22%	N/A	N/A
21%	N/A	N/A
20%	N/A	N/A
19% - 10%	N/A	N/A

**Amendment Number One to the
Solar Power Purchase Agreement
between Florida Municipal Power Agency, as Buyer,
and FL Solar 8, LLC, as Seller, dated as of December 12, 2019.**

This Amendment Number One to the Solar Power Purchase Agreement between Florida Municipal Power Agency (Solar II Project), as Buyer, and FL Solar 8, LLC, as Seller, dated as of December 12, 2019 (“Amendment Number One”), is entered into as of this 2nd day of March, 2023 (the “First Amendment Effective Date”), by and between the Florida Municipal Power Agency, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“Buyer”) and FL Solar 8, LLC, a Delaware limited liability company (“Seller”). Buyer and Seller are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties desire to amend Exhibit A to the Solar Power Purchase Agreement between Florida Municipal Power Agency, as Buyer, and FL Solar 8, LLC, as Seller, dated as of December 12, 2019 (the “REPPA”), all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants in the REPPA as amended and herein contained, the Parties hereby mutually agree as follows:

1. Amendment to Exhibit A to the REPPA. Exhibit A to the REPPA is hereby revised, restated, and superseded with the Exhibit A attached to this Amendment Number One.
2. Definitions. Capitalized terms used in this Amendment Number One that are not otherwise defined herein shall have the meaning set forth in the REPPA.
3. Representations Regarding this Amendment Number One. By its execution of this Amendment Number One, each Party represents and warrants that it is authorized to enter into this Amendment Number One, that this Amendment Number One does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment Number One represents its valid and binding obligation, enforceable against it in accordance with its terms.
4. Governing Law; Disputes. This Amendment Number One shall be governed by Section 19.7 (Governing Law) of the REPPA. The Parties agree to comply with Article 17 (Dispute Resolution) of the REPPA with respect to any dispute relating to this Amendment Number One.

5. Conforming References. Upon the First Amendment Effective Date, each reference in the REPPA to “this Agreement,” “hereunder,” “hereto,” “herein,” or words of like import, shall mean and be a reference to the REPPA as amended by this Amendment Number One.
6. No Other Amendments; Ratification of Remaining Terms and Conditions. Except to the extent modified in this Amendment Number One, all other terms and conditions of the REPPA remain unchanged and in full force and effect.
7. Counterparts. This Amendment Number One may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment Number One by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment Number One.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Amendment Number One as of the First Amendment Effective Date.

FL SOLAR 8, LLC



Johann Vanhee

Chief Commercial Officer

FLORIDA MUNICIPAL POWER AGENCY



Jacob A. Williams

General Manager & CEO

Signature Page to Amendment Number One

EXHIBIT A (FL Solar 8 – Whistling Duck 1)

CONTRACT PRICE & OPTION PRICE

I. CONTRACT PRICE

A. Initial Term

PERIOD	CONTRACT PRICE (\$/MWh)
From and including the Initial Energy Delivery Date through the remainder of the Initial Term	<u>\$27.35</u> , escalating at a rate of 2% each Contract Year

II. OPTION PRICE TABLE

A. Renewal Term Pricing Options

Contract Year	Contract Price (\$/MWh) (Buyer and Seller Agreement Required)	<u>Option 1</u> (\$/MWh) (Buyer's discretion)	<u>Option 2</u> (\$/MWh) (Buyer's discretion)
21	56.49	80.08	87.31
22	57.62	81.68	89.05
23	58.77	83.31	90.83
24	59.95	84.98	92.66
25	61.15	86.68	94.51
26	50.45	88.41	77.78
27	51.45	90.18	79.32
28	52.48	91.98	80.91
29	53.53	93.82	82.52
30	54.60	95.70	84.17

II. OPTION PRICE TABLE

<u>Price addition to the PPA Rate Post ITC (escalating at 2% thereafter)</u>		
ITC % Assumption	Delta PPA Rate (\$ / MWh) Per MWac in year 1	PPA Rate Post ITC for each MWac that is placed in service at the applicable ITC %
30%	N/A	N/A
29%	N/A	N/A
28%	N/A	N/A
27%	N/A	N/A
26%	N/A	N/A
25%	N/A	N/A
24%	N/A	N/A
23%	N/A	N/A
22%	N/A	N/A
21%	N/A	N/A
20%	N/A	N/A
19% - 10%	N/A	N/A

**Amendment Number Two to the
Power Sales Contract
between Florida Municipal Power Agency
and the City of Mount Dora, Florida**

This Amendment Number Two to the Power Sales Contract between Florida Municipal Power Agency and the City of Mount Dora, Florida, dated as of December 12, 2019, as amended, (“Amendment Number Two”), is entered into as of this ____ day of _____, 2024 (the “Second Amendment Effective Date”), by and between the Florida Municipal Power Agency, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“FMPA”) and the City of Mount Dora, Florida, a public agency of the State of Florida and a member of FMPA (“Project Participant”). FMPA and Project Participant are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Power Sales Contract between Florida Municipal Power Agency and the City of Mount Dora, Florida, dated as of December 12, 2019, as amended by Amendment Number One to the Solar Power Purchase Agreement, which was memorialized in the form of a letter agreement between FMPA and Project Participant dated as of March 2, 2023, (the “Power Sales Contract”); pursuant to which FMPA has agreed to sell and deliver and Project Participant has agreed to purchase and receive Solar Product;

WHEREAS, FMPA and Project Participant have agreed to certain amendments to the Solar PPAs, which necessitate corresponding amendments to this Power Sales Contract;

WHEREAS, the Parties desire to further amend the Power Sales Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants in the Power Sales Contract as amended and herein contained, the Parties hereby mutually agree as follows:

1. **Amendments.**

- a. Section 1 of the Power Sales Contract is amended by deleting the definition of “Energy Share” in its entirety and replacing it with the following definition:

“Energy Share shall mean FMPA's 26.775 MW share under the Rice Creek Solar PPA and FMPA’s 47.9 MW share under the Whistling Duck Solar PPA in the Solar Product produced by or associated with the Solar Facility.”

- b. Attachment A of the Power Sales Contract is hereby revised, restated, and superseded in its entirety with the Attachment A attached to this Amendment Number Two.

- c. Schedule 1 of the Power Sales Contract is hereby revised, restated, and superseded in its entirety with the Schedule 1 attached to this Amendment Number Two.
2. Definitions. Capitalized terms used in this Amendment Number Two that are not otherwise defined herein shall have the meaning set forth in the Power Sales Contract.
3. Representations Regarding this Amendment Number Two. By its execution of this Amendment Number Two, each Party represents and warrants that it is authorized to enter into this Amendment Number Two, that this Amendment Number Two does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment Number Two represents its valid and binding obligation, enforceable against it in accordance with its terms.
4. Conforming References. Upon the Second Amendment Effective Date, each reference in the Power Sales Contract to “this Agreement,” “hereunder,” “hereto,” “herein,” or words of like import, shall mean and be a reference to the Power Sales Contract as amended by this Amendment Number Two.
5. No Other Amendments; Ratification of Remaining Terms and Conditions. Except to the extent modified in this Amendment Number Two, all other terms and conditions of the Power Sales Contract remain unchanged and in full force and effect.
6. Counterparts. This Amendment Number Two may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment Number Two by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment Number Two.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Amendment Number Two as of the Second Amendment Effective Date.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

CITY OF MOUNT DORA, FLORIDA

(SEAL)

By:

Title:

Attest:

Date: _____

By:

Approved as to form and legal sufficiency:

By:

ATTACHMENT A
POWER PURCHASE AGREEMENTS

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Rice Creek Solar Entitlement Share (MW)</u>	<u>Rice Creek Solar Entitlement Share (%)</u>	<u>Whistling Duck Solar Entitlement Share (MW)</u>	<u>Whistling Duck Solar Entitlement Share (%)</u>
Homestead Public Services	2.500	9.337%	9.000	18.789%
City of Lake Worth Beach	13.275	49.580%	20.900	43.633%
City of Mount Dora	1.000	3.735%	0.000	0.000%
New Smyrna Beach Utilities Commission	5.000	18.674%	0.000	0.000%
Winter Park Electric Utility	5.000	18.674%	18.000	37.578%
Total	26.775	100%	47.900	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Beach</u> City of Lake Worth Beach Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Solar Energy Exchange Agreement between the City of Mount Dora and the Florida Municipal Power Agency related to the purchasing of solar energy.

Introduction:

This request is for City Council to approve the Solar Energy Exchange Agreement with Florida Municipal Power Agency (FMPA) allowing FMPA to deliver the solar energy through the most economical means possible.

Discussion:

On December 3, 2019, City Council approved the Solar Power Sales Contract between FMPA and the City of Mount Dora to purchase up to 2 MW of solar power as part of FMPA's Solar II Project. (Attachment 1) This project had participation from thirteen (13) municipalities across the state of Florida providing a means for Florida municipal utilities to cooperate on a basis of mutual advantage in the generation of renewable energy. FMPA in turn has a Purchase Power Agreement with Florida Solar 7, LLC (Rice Creek Solar Farm) to construct, maintain, and operate the photovoltaic electric generating facility in North Central Florida.

The Energy Exchange Agreement will allow FMPA the ability to deliver solar energy in the most economical means possible while working with two transmission entities. With Amendment #2, Mount Dora is assured 1 MW from Rice Creek Solar Farm. However, Rice Creek is connected to the FP&L transmission system, while Mount Dora is connected to the Duke Energy Transmission system. This agreement will allow FMPA to avoid wheeling charges from FP&L by sending Mount Dora solar energy only from Whistling Duck, which will be tied to the Duke Energy transmission system. This agreement will allow FMPA to manage all solar generation for the 13 utilities in Solar Project II and deliver the energy to minimize wheeling charges where they are able.

Budget Impact:

This agreement has no additional cost impact on the budget. It reiterates that Mount Dora is responsible for the cost of the generation and associated cost to manage the solar generation.

Strategic Impact:

Goal 2 Infrastructure

By amending this agreement, it will allow the City of Mount Dora to maintain and operate a sustainable city that will ensure its longevity.

Recommendation:

Approve Solar Energy Exchange Agreement between the City of Mount Dora and the Florida Municipal Power Agency.

Attachment(s):

1. Attachment 1 - Mount Dora - Solar II Project Power Sales Contract 12-12-2019
2. 2024-07-29 Solar Proj 0-03 (PAB revised)

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Vince Sandersfeld, City Manager

Approved - 8/14/2024

Approved - 8/14/2024

Approved - 8/14/2024

Approved - 8/27/2024

Approved - 8/27/2024

Final Approval - 8/27/2024

Solar II Project

Power Sales Contract

Between

**Florida Municipal Power Agency,
Solar II Power Project**

and

The City of Mount Dora, Florida

TABLE OF CONTENTS

SECTION 1.	Definitions and Explanations of Terms. As used herein:.....	2
SECTION 2.	Term & Termination.	3
SECTION 3.	Sale and Purchase.....	4
SECTION 4.	Project Budget.....	4
SECTION 5.	Billing, Payment, Disputed Amounts.....	5
SECTION 6.	Scheduling of Deliveries; Transmission.	6
SECTION 7.	Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar 2 Project Committee	6
SECTION 8.	Availability of Entitlement Shares.....	7
SECTION 9.	Accounting.....	7
SECTION 10.	Information to be Made Available.	7
SECTION 11.	Covenants.....	8
SECTION 12.	Event of Default – Project Participant.	8
SECTION 13.	Default by FMPPA.....	10
SECTION 14.	Abandonment of Remedy.	10
SECTION 15.	Waiver of Default.....	10
SECTION 16.	Relationship to and Compliance with Other Instruments.	10
SECTION 17.	Measurement of Electric Energy.....	10
SECTION 18.	Liability of Parties.....	10
SECTION 19.	Assignment or Sale of Project Participant's Solar Entitlement Share.	10
SECTION 20.	Consent to Assignment of Power Sales Contract, Sale of Project Participant's System. 11	
SECTION 21.	Termination or Amendment of Contract.....	12
SECTION 22.	Notice and Computation of Time.....	12
SECTION 23.	Applicable Law; Construction.	12
SECTION 24.	Severability.	13
SECTION 25.	Solar 2 Project Responsibility.....	13

SOLAR II PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT is made and entered into as of December 12, 2019, by and between FLORIDA MUNICIPAL POWER AGENCY, a legal entity organized under the laws of the State of Florida ("FMPA") and the City of Mount Dora, Florida, a public agency of the State of Florida and a member of FMPA (the "Project Participant").

WITNESSETH:

WHEREAS, FMPA was created to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage in the generation of Electric Energy; and

WHEREAS, FMPA is authorized and empowered, among other things, (i) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in one or more electric projects; (ii) to issue its bonds, notes or other evidences of indebtedness to pay all or part of the costs of acquiring such electric projects; and (iii) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and;

WHEREAS, Origis Energy, including its successors or assigns, ("Seller") is developing solar photovoltaic single-axis tracking electric generating facilities having nameplate capacities of 74.9 MW alternating current ("ac"), which will be designed, financed, constructed and operated by Seller in Alachua and Putnam Counties, Florida ("Solar Facility"); and

WHEREAS, FMPA has entered into Power Purchase Agreements between Seller and FMPA on behalf of the Solar II Project ("Solar PPA"), a copies of which are attached to this Power Sales Contract as "Attachment A," and FMPA will purchase and receive a portion of the as-available net Electric Energy output and associated Renewable Energy Attributes and Facility Attributes produced by Solar Facility (referred to cumulatively in this Power Sales Contract as the "Solar Product"); and

WHEREAS, FMPA will take or cause to be taken all steps necessary for delivery to Project Participant and the other Project Participants of their respective share of the Solar Product produced from or attributable to the Solar Facility and delivered to FMPA under the Solar PPA, and will sell the Solar Product from the Solar Facility pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other Project Participants; and

WHEREAS, the execution of the Solar PPA for the supply of Solar Product produced by or attributable to the Solar Facility to the Project Participant and the other Project Participants contracting with FMPA therefore is authorized by the Interlocal Agreement creating the Florida Municipal Power Agency FMPA, as amended to date and as such Interlocal Agreement has been supplemented by a resolution adopted by the Board of FMPA at a meeting duly called and duly held on December 12, 2019, which Interlocal Agreement, as so amended and supplemented, constitutes "an agreement to implement a project" and a "joint power agreement" for the Solar II Project, as such terms are used in Chapter 361, Part II, Florida Statutes, as amended; and

WHEREAS, in order to pay the cost of acquiring the Solar Product produced by or attributable to the Solar Facility under the Solar PPA, it is necessary for FMPA to have substantially similar binding contracts with the Project Participant and such other Project Participants purchasing Solar Product produced by or attributable to the Solar Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein:

Allocable A&G Costs shall mean administrative and general costs incurred by FMPA that have been allocated to the Solar II Project by the FMPA Board of Directors. The initial allocation of Allocable A&G Costs is attached to this Power Sales Contract as "Attachment B," as it may be amended from time to time at the discretion of the FMPA Board of Directors.

Annual Budget means the budget adopted by the Board of FMPA pursuant to paragraph (a) of SECTION 4 hereof which itemizes the estimated Monthly Energy Costs and Project Related Costs for the following Contract Year, or, in the case of an amended Annual Budget adopted by the Board of FMPA, during the remainder of a Contract Year, and the Project Participant's share, if any, of each.

Board shall mean the Board of Directors of FMPA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on October 1 of each year, except that the first Contract Year shall commence on 12:01 a.m. on December 12, 2019, and shall expire at 12:00 a.m. the next succeeding October 1.

Discretionary Term Decision shall have the meaning set forth in SECTION 7(a) of this Power Sales Contract.

Downgrade Event shall have the meaning set forth in the Solar PPA.

Effective Date shall have the meaning set forth in SECTION 2 of this Power Sales Contract.

Electric Energy shall mean kilowatt hours (kWh).

Energy Price means the price (\$/MWh) to be paid by FMPA under the Solar PPA for Solar Product produced by the Solar Facility and delivered by Seller to FMPA.

Energy Share shall mean FMPA's 53.55 MW share under the Solar PPA in the Solar Product produced by or associated with the Solar Facility.

Facility Attributes has the meaning given in the Solar PPA.

Initial Energy Delivery Date shall have the meaning provided for in the Solar PPA.

Interlocal Agreement means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

Month shall mean a calendar month.

Monthly Energy Costs shall mean, with respect to each Month of each Contract Year, the product of (i) the Energy Price and (ii) the quantity of Solar Product delivered by Seller to FMPA.

Point of Delivery shall mean the high side of the generator step-up transformer of the Solar Facility.

Power Sales Contracts shall mean this Power Sales Contract and the other Power Sales Contracts, dated the date hereof, between FMPA and the other Project Participants, all relating to the Solar PPA and Solar Facility, as the same may be amended from time to time, and any substantially similar contract entered into by FMPA in connection with any transfer or assignment in accordance with this Power Sales Contract.

Project Development Fund Costs shall mean those costs incurred by FMPA and funded by the FMPA Project Development Fund used for the establishment of the FMPA Solar II Project. The Project

Development Fund Costs as of the Effective Date are set forth in “Attachment D” of this Power Sales Contract.

Project Related Costs shall mean the costs incurred under the Solar PPA other than Monthly Energy Costs, as well as any other costs incurred by FMPA directly attributable to the Solar II Project, including, without limitation, Allocable A&G Costs, any amounts to reimburse FMPA Project Development Fund Costs, a Working Capital Allowance, any costs associated with real-time monitoring of the output from the Solar Facility to facilitate Project Participants’ transmission scheduling requirements, any credit or payment assurance amounts that may be required under the Solar PPA due to a Downgrade Event, as such term is defined in the Solar PPA, among others.

Project Participants shall mean the parties, including the Project Participant, other than FMPA, to Power Sales Contracts substantially similar hereto.

Renewable Attributes has the meaning given in the Solar PPA.

Schedule of Project Participants shall mean the Schedule of Project Participants contained in Schedule 1 attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Seller shall have the meaning set forth in the Recitals of this Power Sales Contract.

Solar Entitlement Share shall mean, with respect to each project Participant, that percentage of FMPA's Energy Share from the Solar Facility shown opposite the name of such Project Participant in the Schedule of Project Participants as the same may be adjusted from time to time in accordance with the provisions hereof.

Solar II Project shall mean the contractual arrangements and agreements for the purchase of Solar Product by FMPA pursuant to the Solar PPA and sale of the Solar Product to Project Participant pursuant to this Power Sales Contract.

Solar II Project Committee has the meaning set forth in SECTION 7 of this Power Sales Contract.

Solar Facility shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar Product shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar PPA shall have the meaning set forth in the recitals of this Power Sales Contract.

Transmission Service Provider shall mean the transmission service provider(s) to which the Solar Facility is interconnected.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission (or its successor in function) Uniform Systems of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

Working Capital Allowance shall mean funds acquired by the Solar II Project in such amounts as shall be deemed reasonably necessary by the FMPA Board of Directors to provide for any working capital needs, including providing for the Solar II Project’s ability to pay the Seller in the event of non-payment by one or more Project Participants. The initial Working Capital Allowance and the method of funding is described in “Attachment C” to this Power Sales Contract.

SECTION 2. Term & Termination.

(a) Effective Date. This Power Sales Contract shall become effective upon the last date of execution and delivery of all Power Sales Contracts by all Project Participants originally listed in the Schedule of Project Participants and by FMPA (the “Effective Date”) and shall, unless this Power Sales

Contract is terminated early pursuant hereto, continue until the expiration or earlier termination of the Solar PPA. Unless a Project Participant terminates this Agreement pursuant to Section 19(a) by paying all stranded cost obligations, neither termination nor expiration of this Power Sales Contract shall affect any accrued liability or obligation hereunder. Notwithstanding the foregoing, in the event it is ultimately determined that any other Project Participant failed to duly and validly execute and deliver its Power Sales Contract, or if any other Power Sales Contract, or any portion thereof, shall be deemed invalid or unenforceable for any other reason whatsoever, such determination shall in no way affect the commencement, term or enforceability of this Power Sales Contract or the Project Participant's obligations hereunder.

(b) Early Termination. Project Participant may terminate this Power Sales Contract pursuant to SECTION 19 of this Power Sales Contract.

SECTION 3. Sale and Purchase.

Commencing on the Initial Energy Delivery Date of the Solar Facility, FMPA shall purchase from Seller in accordance with the terms and conditions of the Solar PPA, and FMPA agrees to and does sell, and the Project Participant agrees to and does hereby purchase, the Project Participant's Solar Entitlement Share. The Project Participant shall, in accordance with and subject to the provisions of SECTION 5 hereof, pay FMPA (i) for its Solar Entitlement Share, an amount determined by multiplying Monthly Energy Costs by the Project Participant's Solar Entitlement Share, and (ii) for its share of monthly Project Related Costs, an amount determined by multiplying the Project Related Costs for such Month by Project Participant's Solar Entitlement Share. FMPA shall provide documentation evidencing the conveyance of the Renewable Attributes associated with the Solar Product to Project Participant in a form acceptable to FMPA and Project Participant.

SECTION 4. Project Budget.

(a) In accordance with the FMPA Board of Directors' annual schedule for budget development, the Solar II Project Committee shall develop and approve a budget for the Solar II Project and submit the same to the FMPA Board of Directors for approval. As part of the budget process, the Solar II Project Committee will review Project Related Costs, including the Allocable A&G and the Working Capital Allowance, to ensure the appropriate amount of resources are allocated the Solar II Project.

(b) On or before August 1, 2020, and on or before August 1 prior to the beginning of each Contract Year thereafter, the Board of FMPA shall review the proposed Solar II Project budget submitted by the Solar II Project Committee, and shall adopt and submit to the Project Participant an Annual Budget for the following Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder and serve as a basis for Project Participants' payments hereunder for Monthly Energy Costs and Project Related Costs for such Contract Year.

(c) During each Contract Year, the Solar II Project Committee or Board may review its Annual Budget for the remainder of the Contract Year at any time as it shall deem desirable. In the event such or any other review indicates that such Annual Budget will not substantially correspond with actual Monthly Energy Costs, or actual Project Related Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting the Monthly Energy Costs, or Project Related Costs, the Solar II Project Committee shall recommend and the Board of FMPA shall adopt and submit to each Project Participant an amended Annual Budget applicable to the remainder of such Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder for the remainder of such Contract Year and serve as the basis for the Project Participant's monthly payments for Monthly Energy Costs and Project Related Costs hereunder for the remainder of such Contract Year.

SECTION 5. Billing, Payment, Disputed Amounts.

(a) On or before the 10th day of each Month beginning with the second Month of the first Contract Year following the Effective Date, FMPA shall render to the Project Participant a monthly statement showing, in each case with respect to the prior Month, the amount of energy delivered for each hour and the amounts payable by Project Participant in respect of the following (i) the Monthly Energy Costs; (ii) the Project Related Costs; and (iii) any amount, if any, to be credited to or paid by the Project Participant pursuant to the terms of this Power Sales Contract.

(b) Monthly payments required to be paid to FMPA pursuant to this SECTION 5SECTION 4 shall be due and payable to FMPA on the 25th day of the Month in which the monthly statement was rendered. The Project Participant shall make payment to FMPA by the transfer of funds from the Project Participant's bank account, using an ACH Push or domestic Wire Transfer, through instructions to be provided by FMPA to the Project Participant.

(c) If payment in full is not made on or before the close of business on the due date, a delayed payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage prime rate of interest plus 5%, or the maximum rate lawfully payable by the Project Participant, whichever is less. If said due date is Saturday, Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge.

(d) In the event of any dispute that is known by Project Participant, or should have reasonably been known, as to any portion of any monthly statement, the Project Participant shall nevertheless pay the full amount of such disputed charges when due and shall give written notice of such dispute to FMPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. FMPA shall give consideration to such dispute and shall advise the Project Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the statement next submitted to the Project Participant after such determination. If it is determined that the disputed amount is in the favor of the Participant, to the extent that FMPA earned any interest on the amount withheld, then interest actually earned shall be applied to the overpaid amount.

(e) The obligation of the Project Participant to make the payments under this SECTION 5 shall constitute an obligation of the Project Participant payable as an operating expense of the Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system. The obligation of the Project Participant to make payments under this Power Sales Contract shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be otherwise conditioned upon performance of FMPA or Seller under the Solar PPA or the performance by FMPA under this or any other agreement or instrument or the validity or enforceability of any other Power Sales Contract or any other agreement between FMPA and any other Project Participant; provided, however, that the Monthly Energy Costs payable by Project Participant shall reflect the Project Participant's Solar Entitlement Share of the quantity of Solar Product made available by the Seller at the Point of Delivery, and payable by FMPA under the Solar PPA, during that month. The obligation of the Project Participant to make payments under this SECTION 5SECTION 4 shall not constitute a debt of the Project Participant within the meaning of any constitutional or statutory provision or limitation or a general obligation of or pledge of the full faith and credit of the Project Participant, and neither the Project Participant nor the State of Florida or any agency or political subdivision thereof shall ever be obligated or compelled to levy ad valorem taxes to make the revenues provided for in this SECTION 5, and the obligation of the Project

Participant to make payments pursuant to this SECTION 5 shall not give rise to or constitute a lien upon any property of the Project Participant or any property located within its boundaries or service area.

SECTION 6. Scheduling of Deliveries; Transmission.

(a) FMPPA shall cause Seller, or Seller's agent, to schedule and deliver FMPPA's Energy Share to the Point(s) of Delivery in accordance with standard scheduling and dispatching procedures. Unless otherwise agreed to in writing by FMPPA and Project Participant, Project Participant shall be responsible for scheduling the delivery of its Solar Entitlement Share of Electric Energy, as well as the associated transmission service, from the Point(s) of Delivery to Project Participant's electric system. Upon request, FMPPA, or its agent, shall provide such Project Participant with the Seller's daily forecasted output of the Solar Facility as provided by Seller pursuant to the Solar PPA. FMPPA, or its agent, shall maintain communication with the Project Participant regarding Solar Facility forecasts and real-time output in order to enable Project Participant to modify its transmission schedules with its transmission service provider to align with the Solar Facility's actual output.

(b) Project Participant shall be responsible for securing transmission service necessary to deliver the Solar Energy from the Point of Delivery to Project Participant's electric system. To the extent this transmission service requires upgrades to Project Participant's transmission service provider's transmission system, Project Participant shall be responsible for ensuring all upgrades are complete and Project Participant is able to receive its Solar Entitlement Share prior to the Initial Energy Delivery Date, as defined in the Solar PPA, or otherwise arrange for alternative transmission arrangement for, or disposal of, its Solar Entitlement Share until such time as Project Participant can receive it. Project Participant shall be responsible for enforcing its rights under its transmission service agreement(s) and its transmission service provider's Open Access Transmission Tariff ("OATT") regarding the transmission service provider's obligation to make such upgrades.

(c) All of the provisions of this SECTION 6 are subject to the provisions of the Solar PPA, and in the event of any inconsistencies between this SECTION 6 and the provisions of the Solar PPA governing scheduling, the terms of the Solar PPA shall govern.

SECTION 7. Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar II Project Committee.

(a) The Solar PPA includes several provisions that allow the Solar II Project to exercise discretion regarding whether to extend the Term of the Solar PPA or to continue the existing Term of the Solar PPA despite a triggering event under the terms of the Solar PPA that permit early termination (hereinafter referred to as "Discretionary Term Decisions"). Such Discretionary Term Decisions may include, for example but without limitation, options for extension of the Term of the Solar PPA beyond the Initial Term, options for continuing or terminating obligations related to portions of the solar capacity that do not make commercial operation deadlines, and options for early termination of the Solar PPA if certain conditions precedent are not met. Project Participant and all other Project Participants will each designate a representative to serve on the Solar II Project Committee. The Committee will meet in advance of any Discretionary Term Decisions provided for under the Solar PPA, and as FMPPA or any Project Participant may request, with 30 day advance Notice (or less if the matter at hand so requires). The Solar II Project Committee shall meet not less than 180 days prior to the expiration of the Initial Term or a Renewal Term, as defined in the Solar PPA, if any, to decide whether to extend the Term of the Solar PPA. In making any Discretionary Term Decision, the Solar II Project Committee will vote on the matter. If the Solar II Project Committee unanimously decides to exercise a Discretionary Term Decision, then such unanimous consent shall be presented to the FMPPA Board of Directors as a recommendation for action on the matter. If one or more Solar II Project Participants do not wish to exercise a Discretionary Term Decision, then the other Solar II Project Participants may elect to assume the Solar Entitlement Share of those Project Participant(s)

that do not wish to exercise the Discretionary Term Decision. In such event, the non-exercising Project Participant(s)' Solar II Project Power Sales Contract shall be terminated, and the Power Sales Contract of the assuming Project Participant(s)' shall be amended to reflect the revised Solar Entitlement Shares. In the event that the Project Participant(s) that wish to exercise the Discretionary Term Decision cannot agree to assume 100% of the terminating Project Participant(s)' Solar Entitlement Share, then the Discretionary Term Decision shall not be exercised.

(b) All other, non-Discretionary Term Decisions made by the Solar II Project Committee shall be by a simple majority, with each Project Participant having one equally-weighted vote on Solar II Project matters. After formation of the Solar II Project, each Project Participant shall designate a representative to serve on the Solar II Project Committee. The Solar II Project Committee shall develop a Solar II Project Committee Charter for review and approval of the Board of Directors.

SECTION 8. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Solar PPA, the Project Participant's Solar Entitlement Share shall be made available for delivery to each Project Participant by FMPA in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that, regardless of the amount of Solar Product actually delivered in any given month, Project Participant shall be obligated to make its payments under SECTION 5 hereof all for non-energy related Project Related Costs.

SECTION 9. Accounting.

(a) FMPA agrees to keep accurate records and accounts relating to the Solar II Project and relating to Monthly Energy Costs, and Project Related Costs, in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. Said accounts shall be audited annually, which audit may be conducted as part of and in connection with the normal year-end audit of FMPA, by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by FMPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by FMPA to the Project Participant not later than 120 days after the end of each Contract Year.

(b) The Project Participant shall supply to FMPA upon request a copy of the Project Participant's annual financial audit. Project Participant shall notify FMPA in writing immediately upon becoming aware of any event that may negatively affect the Project Participant's credit rating or cause a Downgrade Event, as defined in the Solar PPA.

SECTION 10. Information to be Made Available.

(a) Based, in each case, upon the data most recently available to FMPA pursuant to the Solar PPA, at intervals requested by Project Participant, FMPA will prepare and issue to the Project Participant the following reports:

- (1) status of the Solar II Project annual budget,
- (2) status of construction of the Solar Facility during construction, as received from Seller, and
- (3) operating statistics relating to Solar II Project, as received from Seller

(b) Upon request, FMPA shall furnish or otherwise make available to the Project Participant all other information which FMPA receives from Seller pursuant to the Solar PPA.

(c) FMPA shall promptly provide Project Participant copies of any notices made or received by FMPA pursuant to the Solar PPA.

(d) Project Participant shall, upon request, furnish to FMPA all such information as is reasonably required by FMPA to carry out its obligations under this Power Sales Contract and the Solar PPA. As the Solar II Project is obligated to demonstrate creditworthiness as a requirement of the Solar PPA and report to Seller any Downgrade Event, Project Participants will cooperate with FMPA and will promptly notify FMPA of any event experienced by Project Participant that may cause or contribute to a Downgrade Event.

SECTION 11. Covenants.

(a) Project Participant Covenants. Project Participant agrees (1) to maintain its electric utility system in good repair and operating condition; (2) to cooperate with FMPA in the performance of the respective obligations of such Project Participant and FMPA under this Power Sales Contract; (3) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Power Sales Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric utility system; and (4) take such action and execute and deliver all documents and information reasonably necessary to enable FMPA to perform its obligations under the Solar PPA.

Project Participant agrees that any power purchase agreement entered into by Project Participant after the Effective Date of this Power Sales Contract, including, without limitation, any full-requirements power supply agreement, with any third party shall permit Project Participant to purchase and receive Solar Product pursuant to this Power Sales Contract.

(b) FMPA Covenants. FMPA covenants that it shall administer and enforce against the Seller the terms and conditions of the Solar PPA, including complying with any covenants required therein, as advised by the Solar II Project Committee and directed by the FMPA Board of Directors.

SECTION 12. Event of Default – Project Participant.

(a) Failure of the Project Participant to make to FMPA when due any of the payments for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Project Participant.

(b) Continuing Obligation, Right to Discontinue Service. In the event of any default referred to in this SECTION 12 hereof, the Project Participant shall not be relieved of its liability for payment of the amounts in default, plus reasonable attorney's fees and costs, and FMPA shall have the right to recover from the Project Participant any amount in default. In enforcement of any such right of recovery, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Project Participant, and FMPA shall, upon ten (10) days written notice to the Project Participant, cease and discontinue, either permanently or on a temporary basis, providing all or any portion of the Project Participant's Solar Entitlement Share, at the discretion of the Solar II Project Committee.

(c) Transfer of Solar Entitlement Shares Following Default. In the event of a default by any Project Participant and permanent discontinuance of service pursuant to this SECTION 12 of such Project Participant's Power Sales Contract, FMPA is hereby appointed the agent of such Project Participant for the

purpose of disposing of such Project Participant's Solar Entitlement Share and as such agent, FMPA shall proceed to dispose of such defaulting Project Participant's Solar Entitlement Share as follows:

(1) FMPA shall first offer to transfer to all other non-defaulting Project Participants a pro rata portion of the defaulting Project Participant's Solar Entitlement Share which shall have been discontinued by reason of such default. Any part of such Solar Entitlement Share of a defaulting Project Participant which shall be declined by any non-defaulting Project Participant shall be reoffered pro rata to the non-defaulting Project Participants which have accepted in full the first such offer; such reoffering shall be repeated until such defaulting Project Participant's Solar Entitlement Share has been reallocated in full or until all non-defaulting Project Participants have declined to take any portion or additional portion of such defaulting Project Participant's Solar Entitlement Share.

(2) In the event less than all of a defaulting Project Participant's Solar Entitlement Share shall be accepted by the other non-defaulting Project Participants pursuant to clause (1), FMPA shall, to the extent permitted by law, use commercially reasonable efforts to sell the remaining portion of a defaulting Project Participant's Solar Entitlement Share for the remaining term of such defaulting Project Participant's Power Sales Contract with FMPA. The agreement for such sale shall contain such terms and conditions, including provisions for discontinuance of service upon default, and as are otherwise acceptable to the Solar II Project Committee.

(3) Any portion of the Solar Entitlement Share of a defaulting Project Participant transferred pursuant to SECTION 12(c)(1) to a non-defaulting Project Participant shall become a part of and shall be added to the Solar Entitlement Share of such Project Participant(s), and each such Project Participant(s) shall be obligated to pay for its Solar Entitlement Share increased as aforesaid, as if the Solar Entitlement Share of such Project Participant(s), increased as aforesaid, had been stated originally as the Solar Entitlement Share of such Project Participant(s) in its Power Sales Contract with FMPA; provided, however, that the Project Participant assuming the defaulting Project Participant's Power Entitlement share shall not be liable for, and the defaulting Project Participant shall remain liable for, any amounts owed by the defaulting Project Participant prior to the assignment and assumption of the defaulting Project Participant's Power Entitlement Share.

(4) The defaulting Project Participant shall remain liable for all payments to be made on its part pursuant to the Power Sales Contract, except that the obligation of the defaulting Project Participant to pay FMPA shall be reduced to the extent that payments shall be received by FMPA, net of any administrative and reasonable attorney's fees and costs incurred by FMPA that is caused by the default, for that portion of the defaulting Project Participant's Solar Entitlement Share which may be transferred or sold or for the Solar Product associated therewith which may be sold as provided in clauses (1), (2), or (3) of this SECTION 12. Notwithstanding the foregoing, to the extent a defaulting Project Participant has failed to pay its Solar II Project invoice, in order to prevent FMPA from defaulting under the Solar PPA, the non-defaulting Project Participants' monthly Solar II Project invoices shall be increased on a pro rata basis, based on such Project Participants Solar Entitlement Shares, unless and until FMPA shall recover from the defaulting Project Participants amounts owed, upon which FMPA shall reimburse the non-defaulting Project Participants.

(d) Other Default by Project Participant. In the event of any default by the Project Participant under any other covenant, agreement or obligation of this Power Sales Contract which has not been cured within thirty (30) days after receipt of notice by FMPA, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation

of this Power Sales Contract against the Project Participant. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 13. Default by FMPA.

In the event of any default by FMPA under any other covenant, agreement or obligation of this Power Sales Contract, Project Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against FMPA. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 14. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of FMPA and the Project Participant shall continue as though no such proceedings had been taken.

SECTION 15. Waiver of Default.

Any waiver at any time by either FMPA or the Project Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 16. Relationship to and Compliance with Other Instruments.

The performance of FMPA under this Power Sales Contract is made subject to the terms and provisions of the Solar PPA.

SECTION 17. Measurement of Electric Energy.

FMPA will or will cause Seller to install, maintain, and operate the metering equipment, required to measure the quantities of Electric Energy produced and delivered from the Solar Facility in accordance with the Solar PPA. Each meter used pursuant to this SECTION 17 shall be tested and calibrated in accordance with the Solar PPA.

SECTION 18. Liability of Parties.

Any liability which is incurred by FMPA pursuant to the Solar PPA and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of FMPA derived from the Solar II Project, and any payments made by FMPA, or which FMPA is obligated to make, to satisfy such liability shall become part of Monthly Energy Costs, as required in order to satisfy the obligation of FMPA to make such payments as provided in the Solar PPA.

SECTION 19. Assignment or Sale of Project Participant's Solar Entitlement Share.

(a) Project Participant may terminate this Power Sales Contract upon 90 days advance written notice to FMPA and provided that Project Participant pay, prior to the termination date, the amounts set forth in this SECTION 19(a). Prior to the termination date, Project Participant shall pay to FMPA all stranded cost obligations, as determined by FMPA, to hold the other, non-terminating, Project Participants harmless from the costs associated with Project Participant's termination. For purposes of this SECTION 19(a), stranded cost obligations are defined as an estimate of the solar energy costs that FMPA will pay for the terminating Project Participant's Solar Entitlement Share during each remaining month of the remaining Initial Term of the Solar PPA based on a forecast of expected solar production. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PVsyst or its

successor/peer products) reflective of a degradation rate of 0.5% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the Solar PPA Initial Term. Upon such payment and termination, Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract. The terminating Project Participant's Solar Entitlement Share shall be allocated to the remaining Project Participants on a pro rata basis based on their Solar Entitlement Shares.

(b) Project Participant may assign this Power Sales Contract to another Project Participant or another FMPA member, provided that such assignee agrees to fully assume, and fully accept all terms and conditions of, this Power Sales Contract for the Term hereof. If assigned to a FMPA member that is not a Project Participant, such assuming FMPA member shall become a Project Participant upon its assumption of the Power Sales Contract. Upon such assignment and assumption, this Power Sales Contract shall terminate, and Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract.

(c) In the event the Project Participant shall determine that all or any amount of the Solar Product which can be produced from the Project Participant's Solar Entitlement Share are in excess of the requirements of the Project Participant, or Project Participant no longer desires to purchase and receive its Solar Entitlement Share, at the written request of the Project Participant, FMPA shall use commercially reasonable efforts to sell and transfer on behalf of such Project Participant for any period of time all or any part of such excess Solar Product to such other Project Participant or Participants as shall agree to take such Solar Product at such prices as may be agreed to, provided, however, that in the event the other Project Participants do not agree to take the entire amount of such excess, FMPA shall have the right, to the extent permitted by law, to dispose of such excess to other utilities. If all or any portion of such excess of the Project Participant's Solar Entitlement Share is sold pursuant to this SECTION 19(c), then the Project Participant's Solar Entitlement Share shall not be reduced, and the Project Participant shall remain liable to FMPA to pay the full amount due as if such sale had not been made; except that such liability shall be discharged to the extent that FMPA shall receive payment for such excess from the purchaser or purchasers thereof and that any amounts received by FMPA as payment for such excess which is greater than the liability owed by the Project Participant to FMPA in respect of such excess shall be promptly paid or credited by FMPA to the Project Participant.

SECTION 20. Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.

(a) This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in (1) SECTION 12 hereof in the event of a default; (2) SECTION 19(a), and (3) SECTION 20(b), neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. The Solar II Project Committee shall make a recommendation on any assignment of a Power Sales Contract hereunder to the FMPA Board of Directors for their action.

(b) Project Participant agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to FMPA and, in any event, will not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall, subject to the Solar PPA, assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, if any, and any such purchaser or lessee shall assume all obligations of the Project Participant under this Power Sales Contract; and (ii) FMPA shall by affirmative vote of the FMPA Solar II Project Committee reasonably determine that such

sale, lease, abandonment or other disposition will not materially adversely affect FMPA's ability to meet its obligations under the Solar PPA.

SECTION 21. Termination or Amendment of Contract.

(a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

(b) This Power Sales Contract may be terminated by FMPA by notice to the Project Participant upon an event of default by Project Participant that has not been cured in accordance with this Power Sales Contract.

(c) No Power Sales Contract entered into between FMPA and another Project Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Project Participants, and upon similar amendment being made to the Power Sales Contract of any other Project Participants requesting such amendment after receipt by such Project Participant of notice of such amendment.

SECTION 22. Notice and Computation of Time.

Any notice or demand by the Project Participant to FMPA under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission to the following:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.lamar.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

Any notice or demand by FMPA to the Project Participant under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission, and addressed to the Project Participant at the address set forth on Schedule 1 hereto.

A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day) and a notice of overnight mail or courier shall be deemed to have been received two (2) business days after it was sent or such earlier time as is confirmed by the receiving Party.

The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 23. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the laws of the State of Florida. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 25. Solar II Project Responsibility

This Power Sales Contract is a liability and obligation of the Solar II Project only. No liability or obligation under this Power Sales Contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of FMPA generally, any individual FMPA member other than Project Participant, or any of any other “project” of FMPA as that term is defined in the Interlocal Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

(SEAL)



Attest:

Sue Utley
Secretary or Assistant Secretary

FLORIDA MUNICIPAL POWER AGENCY

By: Robert G. Williams
General Manager & CEO

Date: 12/12/19

(SEAL)

THE CITY OF MOUNT DORA, FLORIDA

By: _____

Title: _____

Date: _____

Attest:

By: _____

Approved as to form and legal sufficiency:

By: _____

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

CITY OF MOUNT DORA

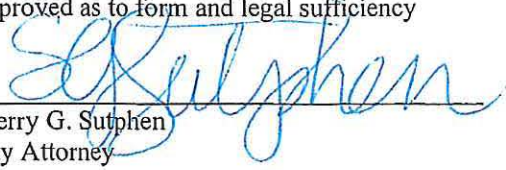
ATTEST:

CATHERINE T. HOECHST
MAYOR of the City of Mount Dora

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Date: _____

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency



Sherry G. Sutphen
City Attorney

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Signatures on following pages

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

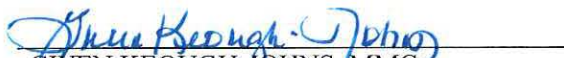
Secretary or Assistant Secretary

CITY OF MOUNT DORA



CATHERINE T. HOECHST
MAYOR of the City of Mount Dora

ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

Date: 12-5-2019

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
City Attorney

ATTACHMENT A
POWER PURCHASE AGREEMENTS

SOLAR POWER PURCHASE AGREEMENT

between

Florida Municipal Power Agency

as Buyer

and

FL Solar 7, LLC

as Seller

dated as of

December 12, 2019

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation.....	16
ARTICLE 2 TERM.....	17
2.1 Term.....	17
ARTICLE 3 OBLIGATIONS AND DELIVERIES	18
3.1 Product.....	18
3.2 Purchase and Sale.....	18
3.3 Contract Price.....	18
3.4 Project Capacity.....	18
3.5 Performance Excuses.....	19
3.6 Offsets, Allowances and Environmental Attributes.....	19
3.7 Station Service.....	20
3.8 Transmission.....	20
3.9 Scheduling.....	21
3.10 Sales for Resale.....	21
3.11 Operating Procedures.....	21
3.12 Regulatory Approvals.....	21
3.13 Standards of Care.....	22
3.14 Buyer Curtailment.....	22
3.15 Outage Notification.....	22
3.16 Operations Logs and Access Rights.....	23
3.17 Forecasting.....	24
3.18 Weather Station.....	24
3.19 Compliance Cost Cap.....	25
3.20 Production Guarantee.....	26
ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION.....	26
4.1 Project Development.....	26
4.2 Commercial Operation.....	26
4.3 Cure Period and Delay Damages.....	27
4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.....	28
ARTICLE 5 METERING AND MEASUREMENT.....	29
5.1 Metering System.....	29
5.2 Inspection and Adjustment.....	29
ARTICLE 6 EARLY TERMINATION.....	30
6.1 Early Termination.....	30
ARTICLE 7.....	31
EVENTS OF DEFAULT.....	31
7.1 Events of Default.....	31
7.2 Remedies; Declaration of Early Termination Date.....	32
7.3 Termination Payment.....	32
7.4 Notice of Payment of Termination Payment.....	33
7.5 Disputes with Respect to Termination Payment.....	33
7.6 Rights and Remedies Are Cumulative.....	33

7.7	Mitigation.	33
ARTICLE 8 PAYMENT		33
8.1	Billing and Payment.	33
8.2	Disputes and Adjustments of Invoices.	34
ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS		34
9.1	Insurance.	34
9.2	Grant of Security Interest.	34
9.3	Performance Assurance.	35
ARTICLE 10 REPRESENTATIONS, WARRANTIES AND COVENANTS		36
10.1	Representations and Warranties.	36
10.2	General Covenants.	37
10.3	Seller Covenants.	37
10.4	Buyer's Covenants.	37
ARTICLE 11 TITLE, RISK OF LOSS, INDEMNITIES		39
11.1	Title and Risk of Loss.	39
11.2	Indemnities by Seller.	39
11.3	Indemnities by Buyer.	39
ARTICLE 12 GOVERNMENTAL CHARGES		40
12.1	Cooperation.	40
12.2	Governmental Charges.	40
ARTICLE 13 CONFIDENTIAL INFORMATION		40
13.1	Confidential Information.	40
ARTICLE 14 ASSIGNMENT		42
14.1	Successors and Assigns; Assignment.	42
14.2	Collateral Assignment.	43
ARTICLE 15 FORCE MAJEURE		45
15.1	Force Majeure Events.	45
15.2	Extended Force Majeure Events.	45
ARTICLE 16 LIMITATIONS ON LIABILITY		45
16.1	Disclaimer of Warranties.	46
16.2	Limitations on Liability.	46
16.3	Buyer Liability.	46
ARTICLE 17 DISPUTE RESOLUTION		47
17.1	Intent of the Parties.	47
17.2	Management Negotiations.	47
17.3	Specific Performance and Injunctive Relief.	47
ARTICLE 18 NOTICES		48
18.1	Notices.	48
ARTICLE 19 MISCELLANEOUS		49
19.1	Effectiveness of Agreement; Survival.	49
19.2	Audits.	49
19.3	Amendments.	49
19.4	Waivers.	49
19.5	Severability.	49
19.6	Standard of Review.	50
19.7	Governing Law.	50
19.8	Waiver of Trial by Jury.	50

19.9	Attorneys’ Fees.....	51
19.10	No Third-Party Beneficiaries.	51
19.11	No Agency.....	51
19.12	Cooperation.	51
19.13	Further Assurances.	51
19.14	Captions; Construction.	51
19.15	Entire Agreement.	52
19.16	Forward Contract.....	52
19.17	Service Contract.	52
19.18	Counterparts.	52

Exhibit A	Contract Price & Option Price
Exhibit B	Description of Project
Exhibit C	Description of the Delivery Point
Exhibit D	Production Guarantee
Exhibit E	Form of Guaranty
Exhibit F	Form of Letter of Credit
Exhibit G	Seller Insurance Requirements
Exhibit H	Form of Surety Bond
Exhibit I	Form of Environmental Attributes Attestation and Bill of Sale
Exhibit J	Form of Lender Consent
Exhibit K	Participant List
Exhibit L	Form of Progress Report
Exhibit M	Form of FMPS Solar II Project Power Sales Contract

SOLAR POWER PURCHASE AGREEMENT (Solar II Project)

This SOLAR POWER PURCHASE AGREEMENT (this “**Agreement**”) is made this 12th day of December, 2019 (the “**Effective Date**”), by and between **the Florida Municipal Power Agency**, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“**Buyer**”) and FL Solar 7, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller intends to develop a photovoltaic solar energy generation facility of approximately 74.9 aggregate nameplate capacity on a site located in Putnam County, Florida, as further described in Exhibit B (the “**Project**”); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase and receive, all of the electric Energy and associated Capacity Attributes and Environmental Attributes from Buyer’s Share of the Project, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 *Definitions.*

“**AC**” means alternating current.

“**Abandon**” means after having commenced construction of the Project, Seller stops construction of the Project for more than ninety (90) consecutive days excluding cessation of construction work caused by the occurrence of a Force Majeure Event, Permitting Delay, or Transmission Delay and because of such stoppage Seller cannot reasonably demonstrate to Buyer that it will nonetheless be able to complete the Facility within the timeframe contemplated by this Agreement.

“**Adjustment Period**” has the meaning set forth in Section 5.2.

“**Affiliate**” means, with respect to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph hereof.

“Annual Energy Output Guarantee” has the meaning set forth in Exhibit D.

“Applicable Law” means, with respect to any Person or the Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, directives and requirements of all regulatory and other Governmental Authorities, in each case applicable to or binding upon such Person or the Project (as the case may be).

“Applicable REC Program” means, except as otherwise agreed by the Parties, the Green-e Renewable Energy Standard for the United States published by the Center for Resource Solutions, as may be amended, restated, supplemented, or otherwise modified from time to time, and any successor voluntary renewable energy program established as a replacement for such program.

“Bankrupt” means, with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is generally unable to pay its debts as they fall due, (v) been adjudicated bankruptcy or has filed a petition or an answer seeking an arrangement with creditors, (vi) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (vii) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (viii) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (ix) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day commences at 8:00 a.m. and ends at 5:00 p.m. local time for the location of the Site.

“Buyer” has the meaning set forth in the first paragraph of this Agreement.

“Buyer Curtailment Cap” means 33% of the Buyer’s Share of the Annual Energy Output listed in Table A of Exhibit D.

“Buyer Curtailment Order” means the instruction from Buyer to Seller to reduce Buyer’s Share of generation from the Project by the amount, and for the period of time set forth in such order, for reasons unrelated to a Planned Outage, Forced Outage, Force Majeure and/or Curtailment Period.

“Buyer Curtailment Period” means the period of time during which Seller reduces generation from the Project pursuant to a Buyer Curtailment Order. The Buyer Curtailment Period shall be inclusive of the time required for the Project to ramp down and ramp up.

“Buyer Excuses” has the meaning set forth in Section 3.5(b).

“Buyer’s Share” means 35.748%.

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project intended to value any aspect of the capacity of the Project to produce Energy or ancillary services. Notwithstanding any other provision hereof, Capacity Attributes do not include Environmental Attributes or Tax Attributes.

“Capacity Shortfall” means the difference between Buyer’s Share of the Expected Project Capacity and Buyer’s Share of the amount of Project capacity that has achieved Commercial Operation as of the applicable date.

“Capacity Shortfall Damages” has the meaning set forth in Section 4.4(b).

“Change of Law” means any enactment, adoption, promulgation, modification or repeal of any Applicable Law, or in the administration, interpretation or application thereof by any Governmental Authority occurring on or after the Effective Date.

“Commercially Reasonable” or **“Commercially Reasonable Efforts”** means, with respect to any purchase, sale, decision, or other action made, attempted or taken by a Party, such efforts as a reasonably prudent business would undertake for the protection of its own interest under the conditions affecting such purchase, sale, decision or other action, consistent with Prudent Operating Practices, including, without limitation, electric system reliability and stability, state or other regulatory mandates relating to renewable energy portfolio requirements, the cost of such action (including whether such cost is reasonable), the amount of notice of the need to take a particular action, the duration and type of purchase or sale or other action, and the commercial environment in which such purchase, sale, decision or other action occurs. “Commercially Reasonable” or “Commercially Reasonable Efforts” shall be reviewed and determined based upon the facts and circumstances known, or which could have been known with the exercise of reasonable efforts, at the time that a sale, purchase, or other action is taken and shall not be based upon a retroactive review of what would have been optimal at such time.

“Commercial Operation” means that (a) Seller has delivered to Buyer the Performance Assurance required under Section 9.3; (b) Seller has received all material Governmental

Approvals as may be required prior to commencing commercial operations by Applicable Law for the construction, operation and maintenance of the Project; and (c) the Project or any portion thereof, as applicable, is operating and able to produce and deliver, or make available for delivery, Energy at the Delivery Point.

“Commercial Operation Date” means the earlier of (a) the date on which Commercial Operation has occurred with respect to the full Expected Project Capacity and Seller has provided written notice of the Commercial Operation Date to Buyer; (b) [REDACTED] after the Target Commercial Operation Date (as may be extended by Permitted Extensions); and (c) the date the Termination Option is exercised.

“Compliance Cost Cap” has the meaning set forth in Section 3.18.

“Compliance Costs” means all reasonable out-of-pocket costs and expenses, including registration fees, volumetric fees, license renewal fees, external consultant fees and capital costs necessary for compliance, incurred by Seller and paid directly to third parties in connection with Seller’s compliance with obligations under any Applicable Law in connection with, as applicable, the qualification of the Project as a renewable energy resource, the certification and transfer of Environmental Attributes, and compliance with the Transmission Owner and Transmission Provider regulations and requirements applicable to the Project due to a Change of Law after the Effective Date which requires Seller to incur additional costs and expenses in connection with any of such obligations, in excess of the costs and expenses incurred for such obligations under Applicable Law in effect as of the Effective Date.

“Confidential Information” has the meaning set forth in Section 13.1.

“Connecting Utility” means the Person that owns the portion of the electric transmission system at the Interconnection Point.

“Continuation Option” has the meaning set forth in Section 4.4.

“Contract Price” has the meaning set forth in Exhibit A.

“Contract Year” means, after the Commercial Operation Date, a calendar year commencing HE 0100 on January 1 and ending on HE 2400 on December 31 of the same year; provided that, if this Agreement is terminated prior to its expiration, the Contract Year in which such termination occurs will end at HE 2400 on the termination date and if the Commercial Operation Date occurs a date other than January 1, the first Contract Year shall commence HE 0100 on the Commercial Operation Date, and all related provisions of this Agreement shall be adjusted for such condensed Contract Years on a pro rata basis.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all

reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with such Terminated Transaction.

“Credit Rating” means, (a) with respect to Seller, the rating then assigned to Seller's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) or if Seller does not have a rating for its senior unsecured long-term debt, then the rating then assigned to Seller as an issues rating by the Rating Agencies; and (b) with respect to Buyer, the rating then assigned to Buyer's long-term bonds secured by revenues of the FMPA Solar II Project or, if Buyer does not have a rating for its long-term bonds or no such bonds are issued and outstanding, then either (i) the rating then assigned to the electric or integrated utility system of each FMPA Solar II Project Participant or (ii) the rating then assigned to the municipality of which the FMPA Solar II Project Participant is a department.

“Creditworthy Entity” means an entity has a Credit Rating of BBB- from S&P or Baa3 from Moody's with a stable outlook.

“Curtailed Period” means the period of time during which there is any curtailment of delivery of the Product resulting from a reduction (including curtailment to zero output or non-dispatch) of the net electrical output of the Project from levels of net electrical output the Project would otherwise be capable of producing, including during a Transmission Interruption that prevents Buyer from receiving Energy at or Seller from delivering Energy to the Delivery Point, as directed or caused by the Transmission Provider, a Governmental Authority, or Transmission Owner not due to actions or omissions of Seller or an Affiliate of Seller.

“Daily Delay Damages” means an amount equal to (a) \$ [REDACTED] multiplied by the number of MWs of Capacity Shortfall, divided by (b) [REDACTED].

“Damages Rate” has the meaning set forth in Exhibit D.

“Day” or “day” means a period of twenty-four (24) consecutive hours beginning at 00:00 hours local time at the Site location on any calendar day and ending at 24:00 hours local time at the Site location on the same calendar day.

“Deemed Delivered Energy” means the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be determined using relevant Project availability, weather and other pertinent data for the period of time during the Buyer Curtailment Period.

“Default Commercial Operation Date” means December 31, 2023 or, if there is an ITC Extension, the deadline for the Project to be placed in service to retain its eligibility for a 30% investment tax credit under such extension.

“Delivered Energy” means Buyer’s Share of all Energy produced from the Project and delivered or made available at the Delivery Point, which shall be net of all Station Service and electrical losses associated with the transmission of the Energy to the Delivery Point, including, if applicable, any transmission or transformation losses between the Metering System and the Delivery Point.

“Delivery Term” means the period of time commencing upon the Initial Energy Delivery Date and terminating at the end of the Term.

“Delivery Point” means the point, more specifically described in Exhibit C, where Seller’s Interconnection Facilities connect to the Transmission Owner’s Interconnection Facilities, which shall be the point of interconnection under the Interconnection Agreement.

“Disclosing Party” has the meaning set forth in Section 13.1.

“Dispute” has the meaning set forth in Section 17.1.

“Downgrade Event” refers to any point in time (a) with respect to either Party or its Guarantor’s Credit Rating falls below Investment Grade; and (b) with respect to Buyer, (i) any Credit Rating of Buyer’s long-term bonds secured by the revenues of the FMPA Solar II Project falls below Investment Grade; (ii) if Buyer does not have a Credit Rating for its long-term bonds or no such bonds are issued and outstanding, then (A) less than 65% of the FMPA Solar II Project Participant Entitlement Shares are held by FMPA Solar II Project Participants that have a Credit Rating, or (B) the Credit Ratings then assigned to the electric or integrated utility systems of FMPA Solar II Project Participants with Credit Ratings equals at least thirty five percent (35%) of the Expected Project Capacity or Installed Capacity, as applicable, falls below Investment Grade; or (iii) if the FMPA Solar II Project Participant Covenants in any FMPA Solar II Project Power Sales Contract are amended, modified or altered in a manner which materially adversely impacts the ability of the FMPA Solar II Project to perform and pay its obligations under this Agreement and Seller does not consent thereto, such consent not to be unreasonably withheld, conditioned or delayed.

“Early Termination Date” has the meaning set forth in Section 7.2(a).

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Energy” means electric energy generated by the Project, which shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current and expressed in units of megawatt-hours.

“Environmental Attribute” means any and all presently existing or future benefits, emissions reductions, environmental air quality credits, emissions reduction credits, greenhouse gas emissions, Renewable Energy Credits, offsets and allowances, green tag or other transferable indicia attributable to the Project during the Term, howsoever entitled or named, resulting from the generation of renewable energy or the avoidance, reduction,

displacement or offset of the emission of any gas, chemical or other substance, including any of the same arising out of presently existing or future legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (“UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency, or any successor state or federal agency given jurisdiction over a program involving transferability of Environmental Attributes, and any renewable energy certificate reporting rights to such Environmental Attributes. Notwithstanding any other provision hereof, Environmental Attributes do not include: (a) any Tax Attributes, (b) state, federal or private grants related to the Project, (c) Energy, or (d) Capacity Attributes.

“Equitable Defenses” means any bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and, with regard to equitable remedies, the discretion of the court before which proceedings may be pending to obtain same.

“Event of Default” has the meaning set forth in Section 7.1.

“Executives” has the meaning set forth in Section 17.2(a).

“Expected Project Capacity” has the meaning set forth in Section 3.4.

“FMPA Solar II Project” means the joint-action solar project created by the FMPA Board of Directors pursuant to FMPA Resolution 2019-B12, dated December 12, 2019.

“FMPA Solar II Project Participant Covenants” means the covenants by each FMPA Solar II Project Participant in the applicable FMPA Solar II Project Power Sales Contract: (a) that the payments which the FMPA Solar II Project Participant is required to make under the applicable FMPA Solar II Project Power Sales Contract constitute an obligation payable as an operating expense of the FMPA Solar II Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system; (b) that upon the failure of any other FMPA Solar II Project Participant(s) to make payments owed to FMPA under the applicable FMPA Solar II Project Power Sales Contract, to pay to Buyer such non-defaulting FMPA Solar II Project Participant’s pro rata share of the amounts owed by the defaulting FMPA Solar II Project Participant(s), and (c) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient to meet the operation and maintenance expenses of such electric utility system, including all sums owed to Buyer pursuant to the FMPA Solar II Project Power Sales Contract.

“FMPA Solar II Project Participant” means a municipality or municipal electric utility that is a member of Buyer and a member of the FMPA Solar II Project, all of which are listed on Exhibit K, as may be updated from time to time in accordance with this Agreement.

“FMPA Solar II Project Participant Entitlement Share” means, as to each FMPA Solar II Project Participant, the participant’s individual undivided pro rata entitlement share of the Expected Project Capacity or Installed Capacity, as applicable.

“FMPA Solar II Project Power Sales Contracts” means a Power Sales Contract between a FMPA Solar II Project Participant and Buyer for the sale of FMPA Solar II Project Participant Entitlement Share by Buyer to such FMPA Solar II Project Participant, substantially in the form of Exhibit M.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Project or unavailability of the Project in an amount greater than ten percent (10%) of the Installed Capacity in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction, or any other unavailability of the Project for maintenance or repair that is not a Planned Outage, due to a Buyer Curtailment Order or during a Curtailment Period, or the result of a Force Majeure Event.

“Force Majeure Event” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, other than the obligation to pay amounts due, but only to the extent (1) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (2) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which, by the exercise of due diligence, such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (3) such event is not the direct or indirect result of the fault or negligence of the Party seeking to have its performance obligations excused thereby.

- (a) Subject to the foregoing, events that could qualify as a Force Majeure Event include, but are not limited to the following:
 - (i) acts of God, flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcano, other natural disaster or unusual or extreme adverse weather-related events;
 - (ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation;
 - (iii) except as set forth in subpart (b)(vii) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);
 - (iv) environmental and other contamination at or affecting the Project;

- (v) accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to or adjuncts of shipping or navigation, or quarantine;
- (vi) nuclear emergency, radioactive contamination or ionizing radiation or the release of any hazardous waste or materials;
- (vii) air crash, shipwreck, train wrecks or other failures or delays of transportation;
- (viii) vandalism beyond that which could be reasonably prevented by Seller;
- (ix) the discovery of Native American burial grounds not evidenced in Seller's Phase I environmental assessment of the Site;
- (x) the discovery of endangered species, as defined by Law; and
- (xi) breakdown or failure of equipment as a result of a serial manufacturer defect or flaw.

(b) A Force Majeure Event shall not be based on:

- (i) Buyer's inability economically to use or resell the Product purchased hereunder;
- (ii) Seller's ability to sell the Product at a price greater than the price set forth in this Agreement;
- (iii) Seller's inability to obtain Governmental Approvals or other approvals of any type for the construction, operation, or maintenance of the Project, except to the extent caused by a Force Majeure Event;
- (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Project, except to the extent Seller's inability to obtain sufficient labor, equipment, materials, or other resources is caused by a Force Majeure Event;
- (v) Seller's failure to obtain financing or other funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement; or
- (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller or Seller's Affiliates.

"Force Majeure Extension" has the meaning set forth in Section 4.2(b)(iii).

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Delivery Term, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation,

reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes.

“Governmental Approvals” means all authorizations, consents, certifications, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Project.

“Governmental Authority” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity having jurisdiction over either Party, the Project, the Site, Seller’s Interconnection Facilities, the Transmission Owner’s Interconnection Facilities, or the Transmission System, including the Transmission Provider and NERC; *provided, however,* that “Governmental Authority” will not in any event include any Party.

“Governmental Charges” has the meaning set forth in Section 12.2.

“Guarantor” means an entity which at the time it is to provide a Guaranty (a) has a Credit Rating of at least BBB from S&P or Baa2 from Moody’s if rated by only one Ratings Agency or at least BBB- from S&P and Baa3 from Moody’s if rated by both Ratings Agencies, and (b) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction.

“Guaranty” means a Guaranty substantially in the form of Exhibit E.

“Initial Energy Delivery Date” means the first date that Seller delivers or makes available Energy from the Project to Buyer at the Delivery Point.

“Initial Negotiation End Date” has the meaning set forth in Section 17.2(a).

“Initial Term” has the meaning set forth in Section 2.1.

“Installed Capacity” has the meaning set forth in Section 3.4.

“Interconnection Agreement” means the interconnection service agreement or agreements entered into by and among, as applicable, the Transmission Provider, the Transmission Owner, and the Seller (or Seller’s Affiliate and made available to Seller) pursuant to which the Project will be interconnected with the Transmission System.

“Interconnection Delay” has the meaning set forth in Section 4.2(b)(i).

“Interest Payment Date” means the last Business Day of each calendar month.

“Interest Rate” means the lower of (i) annual rate equal to the Prime Rate then in effect plus ten percent (10%) and (ii) the maximum interest permitted by Applicable Law.

“Interlocal Agreement” means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

“Investment Grade” means a Credit Rating of BBB- from S&P or Baa3 from Moody’s with a stable outlook.

“ITC Extension” means an extension of the December 31, 2023 deadline in section 48(a)(7)(B) for the U.S. Tax Code for the Project to be placed in service to qualify for a 30% investment tax credit.

“Letter(s) of Credit” means one or more irrevocable, transferable standby letters of credit, substantially in the form of Exhibit F, issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- from S&P or A3 from Moody’s, with a “stable outlook” by either S&P or Moody’s and having assets of at least \$ [REDACTED], in a form acceptable to the Party in whose favor the letter of credit is issued.

“Losses” means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from a Terminated Transaction for the remaining term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes and, if applicable, the value of any resulting loss or recapture of Tax Attributes.

“Manager” has the meaning set forth in Section 17.2(a).

“Metering System” means all meters, metering devices and related instruments used to measure and record Energy and to determine the amount of such Energy that is being made available or delivered to Buyer at the Delivery Point for the purpose of this Agreement.

“Meter Owner” shall be the Party that owns the Metering System.

“Moody’s” means Moody’s Investor Service, Inc. or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“MW” means a megawatt (or 1,000 kilowatts) of AC electric generating capacity.

“MWh” means a megawatt hour of Energy.

“NERC” means the North American Electric Reliability Corporation.

“Non-Defaulting Party” has the meaning set forth in Section 7.2.

“Notice” has the meaning set forth in Section 18.1.

“Operating Procedures” has the meaning set forth in Section 3.11.

“Option Price” means the applicable price set forth in the Option Price Table in Exhibit A.

“PA Beneficiary” has the meaning set forth in Article 9.

“PA Provider” means the Party that has provided or is required to provide the applicable Performance Assurance.

“Parties” has the meaning set forth in the first paragraph of this Agreement.

“Party” has the meaning set forth in the first paragraph of this Agreement.

“Performance Assurance” means collateral provided by a Party to secure such Party’s obligations hereunder. Performance Assurance may be in the form of (i) Letter(s) of Credit, (ii) Cash, (iii) Surety Bond and/or (iv) a Guaranty.

“Permitted Extensions” means the extensions to the Target Commercial Operation Date set forth in Section 4.2.

“Permitting Delay” has the meaning set forth in Section 4.2(b)(ii).

“Person” means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity, municipality, limited liability company or any other entity of whatever nature.

“Planned Outage” means the removal of the all or a portion of the Project from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller’s sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during the Project’s operations, and (c) causes the generation level of the Project to be reduced by at least ten

percent (10%) of the Installed Capacity. To the extent there are multiple Project Offtakers, any reduction in generation will be allocated to Buyer pro rata based on Buyer's Share.

"Prime Rate" means the interest per annum equal to the prime rate as published in The Wall Street Journal or comparable successor publication under "Money Rates," as applied on a daily basis, determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

"Product" has the meaning set forth in Section 3.1.

"Production Guarantee Damages" has the meaning set forth in Exhibit D.

"Production Shortfall" has the meaning set forth in Exhibit D.

"Project" has the meaning set forth in the Recitals to this Agreement.

"Project Cure Period" has the meaning set forth in Section 4.3(a).

"Project Investor" or **"Project Investors"** means any and all Persons or successors in interest thereof (a) lending money, extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project and the related rights from Seller; or (b) participating (directly or indirectly) as an equity investor (including a Tax Equity Investor) in the Project; or (c) any lessor under a lease finance arrangement relating to the Project.

"Project Offtaker" means the counterparty to a contract for the purchase of Energy. For the avoidance of doubt, the same entity may be deemed separate Project Offtakers to the extent it is party to multiple contracts for the purchase of Energy.

"Prudent Operating Practices" means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for solar facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Applicable Law, reliability, safety, environmental protection and standards of economy and expedition. Prudent Operating Practices is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the industry.

"Qualified Transferee" means any person or entity that (a) has an equal or better credit rating than the Seller and satisfies the collateral requirements of the Seller set forth in the

Agreement, (b) provides replacement Performance Assurance from a PA Provider with an Investment Grade Credit Rating and assets of at least \$ [REDACTED], (c) has (or has contracted with for the purpose of this Agreement), or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED] years, solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED], and (d) that expressly assumes in writing all obligations of the Seller under this Agreement.

“Ratings Agency” means either of S&P or Moody’s.

“Receiving Party” has the meaning set forth in Section 13.1.

“Referral Date” has the meaning set forth in Section 17.2(a).

“Renewable Energy Credits” or **“RECs”** means any credits, certificates, green tags or similar environmental or green energy attributes associated with one MWh of electricity generated by the Project created by the Applicable REC Program.

“Renewal Term” has the meaning set forth in Section 2.1.

“S&P” means Standard & Poor’s Rating Group or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“Sales Price” means to the extent Seller, acting in a Commercially Reasonable manner, sells any Product that Buyer does not receive, (i) the price Seller actually receives for such Product, or at Seller’s option, the market price at the Delivery Point for such Product not received as determined by Seller in a Commercially Reasonable manner; *less* (ii) any costs reasonably incurred by Seller in reselling such Product; provided, however, in no event shall the Sales Price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability.

“SEC” means the U.S. Securities and Exchange Commission.

“Seller” has the meaning set forth in the first paragraph of this Agreement.

“Seller Excuses” has the meaning set forth in Section 3.5(a).

“Seller’s Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Project with the Transmission System up to, and on Seller’s side of, the Delivery Point.

“Seller’s Replacement Costs” has the meaning set forth in Section 3.5(c).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other.

“Site” has the meaning set forth in the Recitals.

“Station Service” means the electric energy from the Transmission System or produced by the Project that is used by the Project to power the lights, motors, control systems and other auxiliary electrical loads that are necessary for testing or operation of the Project.

“Surety Bond” means a bond, substantially in the form of Exhibit H, which provides for payment to the other Party upon demand and which is issued by a commercial entity with (i) a Credit Rating from one or both of S&P and Moody’s, which Credit Rating is at least “A-” from S&P (if such entity has a Credit Rating from S&P) and “A3” from Moody’s (if such entity has a Credit Rating from Moody’s), in each case not on negative credit watch, and (ii) having a net worth of at least \$ [REDACTED] at the time of issuance of the bond.

“System Emergency” means a condition on the Transmission System, at the Project, or on Seller’s Interconnection Facilities or Transmission Owner’s Interconnection Facilities, which condition is likely to result in imminent significant disruption of service to Transmission System customers or is imminently likely to endanger life or property, and includes any condition during which Seller is directed by Transmission Provider to reduce or cease generation for any period of time on account of an emergency.

“Target Commercial Operation Date” means the date that is the latter of (a) 365 days after the Transmission Service Deadline and (b) December 31, 2023.

“Tax Attributes” means (a) investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under federal, state or other Law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, payments in lieu thereof and accelerated and/or bonus depreciation); and (b) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project.

“Tax Equity Investor” means an investor that has acquired an equity interest in Seller pursuant to a financing structure that assigns such investor all rights, title and benefits to the Tax Attributes of Seller.

“Term” means the Initial Term plus any Renewal Terms.

“Terminated Transaction” means the termination of this Agreement in accordance with Section 7.2 of this Agreement.

“Termination Option” has the meaning set forth in Section 4.4.

“Termination Payment” has the meaning set forth in Section 7.3.

“Test Energy” means Buyer’s Share of the Energy generated by the Project and delivered to the Delivery Point prior to the Commercial Operation Date.

“Transfer Taxes” has the meaning set forth in Section 3.3(d).

“Transmission Delay Damages” means the liquidated damages Buyer shall owe Seller in the event Buyer is unable to receive any Delivered Energy due to a failure of obtaining transmission service by the Transmission Service Deadline, as calculated pursuant to Section 4.3.

“Transmission Interruption” means a transmission outage or curtailment directed or caused by the Transmission Owner, Transmission Provider or a Governmental Authority in connection with a System Emergency on the Transmission System that prevents or limits Buyer’s ability to receive Energy at the Delivery Point not due to actions or omissions of Buyer or an Affiliate of Buyer.

“Transmission Owner” means the entity that owns the transmission or distribution system to which the Project interconnects.

“Transmission Owner’s Interconnection Facilities” means the interconnection facilities and related assets that are or will be owned by the Transmission Owner that are required to connect the Project with the Transmission System, as further described in the Interconnection Agreement.

“Transmission Provider” means the regional transmission organization with jurisdiction over the location of the Site or, if none, then the applicable balancing authority for the Site. For the avoidance of doubt, the Transmission Provider and the Transmission Owner may be the same entity.

“Transmission Service Deadline” means the date that is one-hundred and twenty (120) days from Buyer’s receipt from Seller of a copy of the final interconnection facilities study report for the interconnection of the Project.

“Transmission System” means the distribution or transmission system to which the Project interconnects.

1.2 Interpretation.

The following rules of construction shall be followed when interpreting this Agreement except to the extent the context otherwise requires:

- (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter;
- (b) words used or defined in the singular include the plural and vice versa;
- (c) references to Articles and Sections refer to Articles and Sections of this Agreement;

(d) references to Annexes, Exhibits and Schedules refer to the Annexes, Exhibits and Schedules attached to this Agreement, each of which is made a part hereof for all purposes;

(e) references to Applicable Laws refer to such Applicable Laws as they may be amended from time to time, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law and any rules and regulations promulgated thereunder;

(f) terms defined in this Agreement are used throughout this Agreement and in any Annexes, Exhibits and Schedules hereto as so defined;

(g) references to money refer to legal currency of the United States of America;

(h) the words “includes” or “including” shall mean “including without limitation;”

(i) the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Article or Section in which such words appear, unless otherwise specified;

(j) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(k) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

(l) the word “or” will have the inclusive meaning represented by the phrase “and/or;”

(m) the words “shall” and “will” mean “must”, and shall and will have equal force and effect and express an obligation; and

(n) the words “writing,” “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

ARTICLE 2 TERM

2.1 *Term.*

The “**Initial Term**” of this Agreement shall commence on the date hereof and continue until the latter of (a) the date the Agreement is terminated in accordance with its terms, or (b) the date that is 20 Contract Years following the Commercial Operation Date. Buyer shall have the option to extend the term of the Agreement twice (each, a “**Renewal Term**”) by providing Seller written notice of extension no less than 365 days prior to the end of the Initial Term or the first Renewal Term, as applicable. Each Renewal Term shall commence at HE 0100 on the date immediately

following the last day of the Initial Term or first Renewal Term, as applicable, and extend for a period of 5 years, unless sooner terminated in accordance with the terms hereof.

ARTICLE 3 OBLIGATIONS AND DELIVERIES

3.1 *Product.*

The “Product” to be delivered and sold by Seller and received and purchased by Buyer under this Agreement is the Delivered Energy and all associated Environmental Attributes and Capacity Attributes.

3.2 *Purchase and Sale.*

Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, and Buyer shall pay Seller for the Product in accordance with the terms hereof.

3.3 *Contract Price.*

(a) Seller shall provide no less than ten (10) days’ notice prior to the Initial Energy Delivery Date, which shall not occur prior to the Transmission Service Deadline without the prior written consent of Buyer.

(b) Buyer shall pay Seller the Contract Price for all Test Energy.

(c) On and after the Commercial Operation Date, Buyer shall pay Seller for the Product an amount equal to the Contract Price for each MWh of Delivered Energy.

(d) In addition to the amounts otherwise payable by Buyer in accordance with this Section 3.3, Buyer shall pay all applicable sales, use excise, ad valorem, transfer and other similar taxes associated with the sale of Product by Seller to Buyer (“**Transfer Taxes**”), but excluding in all events taxes based on or measured by net income, that are imposed by any taxing authority arising out of or with respect to the purchase or sale of Product (regardless of whether such Transfer Taxes are imposed on Buyer or Seller), together with any interest, penalties or additions to tax payable with respect to such Transfer Taxes.

3.4 *Project Capacity.*

The “**Expected Project Capacity**” is the expected nameplate capacity of the Project as of the Effective Date, as set forth in Exhibit B. The “**Installed Capacity**” shall be the actual capacity of the Project that is able to generate and deliver Energy to the Delivery Point and has otherwise achieved Commercial Operation as of the Commercial Operation Date. Throughout the Delivery Term, Seller shall sell all Product solely to Buyer, except in the case of an Event of Default of Buyer or other failure of Buyer to receive the Product, or during a Force Majeure Event where Buyer is prevented from accepting delivery of the Product.

3.5 *Performance Excuses.*

(a) The obligations of Seller to deliver or make available the Product to Buyer at the Delivery Point shall be excused only (i) during periods of Force Majeure, (ii) by Buyer's failure to perform its obligation to receive the Product at the Delivery Point or other Buyer Event of Default, (iii) during Curtailment Periods, (iv) during Buyer Curtailment Periods, and (v) during Planned Outages ("**Seller Excuses**").

(b) The obligations of Buyer to receive and pay for the Product shall be excused only (i) during periods of Force Majeure, (ii) by Seller's failure to perform its obligations to generate and deliver Product to the Delivery Point or other Seller Event of Default, or (iii) during a Transmission Interruption event ("**Buyer Excuses**").

(c) If Buyer fails to receive all or part of the Product and such failure is not excused due to Buyer Excuses, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the Month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price ("**Seller's Replacement Costs**").

(d) Seller shall include in a monthly invoice delivered to Buyer pursuant to Section 8.1 the amounts owed by Buyer pursuant to Section (a) and a description, in reasonable detail, of the calculation of Seller's Replacement Costs.

3.6 *Offsets, Allowances and Environmental Attributes.*

(a) Buyer shall be entitled to all Environmental Attributes resulting from the generation of Energy that is actually purchased by Buyer pursuant to this Agreement. Buyer shall not be entitled to any Environmental Attributes resulting from the generation of Energy that Buyer, for any reason, does not accept and purchase under this Agreement. Upon no less than twenty (20) Business Days' advance notice, Buyer may request Seller provide Buyer or Buyer's designee evidence of the transfer of the RECs on a quarterly basis during the Delivery Term in an Environmental Attributes Attestation and Bill of Sale substantially in the form attached as Exhibit I or, as applicable, an attestation that is the then-currently required attestation of the Applicable REC Program.

(b) Seller shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Project, (ii) any cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project or Environmental Attributes, and (iii) any Environmental Attributes that the Buyer is not entitled to pursuant to the provisions of Section 3.6(a). Buyer acknowledges that Seller has the right to sell any Environmental Attributes to which it is entitled pursuant to this Section 3.6(b) to any Person other than Buyer at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Buyer hereunder. Buyer shall have no claim, right or interest in such Environmental Attributes or in any amount that Seller realized from the sale of such Environmental Attributes.

(c) Seller shall bear all risks, financial and otherwise throughout the Term, associated with Seller's or the Project's eligibility to receive any Tax Attributes, or to qualify for accelerated or bonus depreciation for Seller's accounting, reporting or tax purposes, except to the extent Buyer incurs liability under this Agreement in connection with relevant Losses and indemnification obligations. The obligations of the Parties hereunder, including those obligations set forth herein regarding the sale, purchase and price for and Seller's obligation to generate and deliver the Product and Environmental Attributes, shall be effective regardless of whether the generation of Product or sale and delivery of any Delivered Energy from the Project is eligible for, or receives Tax Attributes or to qualify for accelerated or bonus depreciation during the Term.

3.7 Station Service.

If Buyer or any of its Affiliates provides retail electric service in the service territory in which the Project is located, then if requested by Seller, Buyer or such Affiliate shall provide Station Service to the Project (including Seller's Interconnection Facilities) as requested by Seller during construction and operation of the Project at the rates and on the terms set forth in the applicable tariff(s) on a non-discriminatory basis with other customers in the same rate class as Seller.

3.8 Transmission.

(a) Seller shall be responsible for obtaining interconnection service for the Project so that Seller can deliver the Product to the Delivery Point in accordance with applicable Transmission Provider interconnection requirements. Seller shall be responsible for all costs to design, equip, construct and maintain the interconnection facilities necessary to deliver Energy from the Project to the Delivery Point. Seller shall be responsible for receiving Network Resource Interconnection Service (or its equivalent) from the Transmission Provider in accordance with the Transmission Provider's Large Generator Interconnection Procedures ("**LGIP**") including funding of any Network Upgrades, as defined in therein. In the event that Seller is not repaid all Seller-funded amounts for such Network Upgrades within five (5) years after the Commercial Operation Date, Seller may, subject to Buyer's consent, such consent not to be unreasonably withheld, assign to Buyer its rights under the LGIP and Interconnection Agreement to repayment of such unpaid amounts. For the avoidance of doubt, Buyer's consent may be withheld if, without otherwise limiting its right to reasonably withhold consent, Buyer is not reasonably satisfied with the terms and conditions of the Interconnection Agreement or other relevant agreement between Buyer and the Transmission Provider with regard to the Network Upgrade refunding or transmission credit procedures. If Buyer consents to such assignment, then Buyer shall pay to Seller each month an amount equal to the amount Buyer receives from Transmission Provider as a transmission credit or other form of reimbursement for such Network Upgrades during the preceding month until such time as Seller has been fully reimbursed for its Network Upgrade finding. Notwithstanding anything in this Section 3.8(a), Buyer shall not be obligated to pay Seller any amount related to the Network Upgrades for which Buyer has not received a related transmission credit or other form of reimbursement from the Transmission Provider.

(b) Buyer shall be responsible for arranging for all transmission services required to effectuate Buyer's receipt of the Product at and from the Delivery Point, including, without limitation, obtaining firm transmission service, in an amount of capacity equal to the Expected Project Capacity, and shall be responsible for the payment of any charges related to such

transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, transaction charges and line losses. The Parties acknowledge that the Contract Price does not include charges for such transmission services, all of which shall be paid by Buyer.

(c) In the event that the Transmission Provider or any other properly authorized Person exercising control over the Transmission Owner's Interconnection Facilities or the Transmission System takes any action or orders Seller or Buyer to take any action that affects Buyer's ability to take delivery of Energy hereunder not caused by or resulting from Seller's act or omission, a Curtailment Period, Transmission Interruption, or Force Majeure, Buyer shall use its Commercially Reasonable Efforts to attempt (at its own cost and expense) to mitigate the adverse effects of such action(s) on Buyer's ability to perform its obligations hereunder, including, without limitation, redispatching its other generation resources, if any.

3.9 *Scheduling.*

Buyer shall be responsible for the scheduling of all Delivered Energy during the Delivery Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission Provider, Transmission Owner, or any other Persons. Buyer shall be responsible for the payment of all charges associated with such scheduling activities, including, without limitation, any imbalance charges.

3.10 *Sales for Resale.*

All Delivered Energy delivered to Buyer hereunder shall be sales for resale. Buyer shall provide Seller with any documentation reasonably requested by Seller to evidence that the deliveries of Delivered Energy hereunder are sales for resale.

3.11 *Operating Procedures.*

Seller and Buyer will endeavor to develop written operating procedures ("**Operating Procedures**") not less than sixty (60) days before the Initial Energy Delivery Date, which Operating Procedures shall only be effective if made by mutual written agreement of Seller and Buyer. The Parties agree that the Operating Procedures that they will endeavor to establish will cover the protocol under which the Parties will perform certain obligations under this Agreement and will include, but will not be limited to, procedures concerning the following: (1) the method of day-to-day communications; (2) key contacts for Seller and Buyer; and (3) reporting of scheduled maintenance, maintenance outages, Buyer Curtailment Orders, Force Majeure Events, and Forced Outages of the Project.

3.12 *Regulatory Approvals.*

(a) Seller and Buyer each agree to use their Commercially Reasonable Efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This

provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

(b) Buyer shall apply for and shall diligently pursue designation of the Expected Project Capacity as a network resource or otherwise secure a firm delivery path for the Delivered Energy from the Delivery Point to and over the Transmission System. Buyer shall use Commercially Reasonable Efforts to submit an application to obtain a network resource designation or similar firm transmission rights for the Expected Project Capacity not later than thirty (30) Business Days following the Effective Date and to secure such rights no later than the Transmission Service Deadline. Notwithstanding anything to the contrary herein, Seller shall not incur liability for any delays hereunder to the extent such delays are caused by Buyer's failure or inability to secure transmission service in accordance with this Section 3.13(b). Upon Buyer's request, Seller shall use Commercially Reasonable efforts to cooperate with Buyer and provide such information as necessary to assist Buyer in obtaining firm transmission service.

(c) Following the Effective Date of this Agreement, each Party shall promptly seek to obtain all other licenses, permits and approvals necessary to perform its obligations hereunder.

3.13 Standards of Care.

(a) Seller shall comply with all applicable requirements of Applicable Law, the Transmission Provider and NERC relating to the Project (including those related to construction, ownership, interconnection and operation of the Project).

(b) As applicable, each Party shall perform all generation, scheduling and transmission services in compliance with all applicable operating policies, criteria, rules, guidelines, tariffs and protocols of the Transmission Provider and Prudent Operating Practices.

(c) Seller agrees to abide by all applicable (i) NERC reliability requirements, including all such reliability requirements for generator owners and generator operators, and (ii) all applicable requirements regarding interconnection of the Project, including the requirements of the interconnected Transmission Owner and the Transmission Provider.

3.14 Buyer Curtailment.

Except to the extent compliance would directly cause loss or recapture of any Tax Attributes, Seller shall reduce Buyer's Share of generation from the Project as required pursuant to a Buyer Curtailment Order, provided that (a) the Buyer Curtailment Period shall not exceed the Buyer Curtailment Cap cumulatively per Contract Year (which may be consecutive or non-consecutive); and (b) Buyer shall pay Seller the Contract Price for Deemed Delivered Energy associated with a Buyer Curtailment Period. If multiple Project Offtakers issue overlapping Buyer Curtailment Orders, then any Deemed Delivered Energy during such period shall be allocated to Buyer on a pro rata basis in accordance with its Buyer's Share.

3.15 Outage Notification.

(a) Seller shall schedule Planned Outages for the Project in accordance with Prudent

Operating Practices and with the prior written consent of Buyer, which consent may not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that in all circumstances, Prudent Operating Practices shall dictate when Planned Outages should occur. Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year by submitting a written Planned Outage schedule no later than August 1st of each year during the Delivery Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld, conditioned or delayed. Buyer shall promptly respond with its approval or with reasonable modifications to the proposed Planned Outage schedule and Seller shall use its best efforts in accordance with Prudent Operating Practices to accommodate Buyer's requested modifications and deliver the final Planned Outage schedule to Buyer. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Prudent Operating Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld, conditioned or delayed. Seller shall use its best efforts in accordance with Prudent Operating Practices not to schedule Planned Outages during the period of April 1st through October 31st. Seller shall not substitute Energy from any other source for the output of the Project during a Planned Outage.

(b) In addition to Planned Outages, Seller shall use Commercially Reasonable Efforts to promptly notify Buyer of any Forced Outage lasting for more than sixty (60) consecutive minutes. Such Notices shall contain information describing the nature of the Forced Outage, the beginning date and time of such Forced Outage, the expected end date and time of such Forced Outage, the amount of Energy that Seller expects will be provided to the Delivery Point during such Forced Outage, and any other information reasonably requested by Buyer. With respect to any such Forced Outage, Seller shall provide Buyer with such Notice by any reasonable means requested by Buyer, including by telephone or electronic mail.

3.16 Operations Logs and Access Rights.

(a) Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, efficiency, availability, maintenance performed, Planned Outages, Forced Outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Seller shall maintain this information for at least two (2) years and, to the extent consistent with Applicable Law, shall provide this information electronically to Buyer within fifteen (15) days of Buyer's reasonable request.

(b) Buyer, its authorized agents, employees or inspectors shall have the right to visit the Site up to five (5) times per calendar year during normal business hours upon reasonable advance Notice and for any purposes reasonably connected with this Agreement; *provided*, that Buyer shall observe all applicable Project safety rules that Seller has communicated to Buyer; provided further, that Buyer, subject to and without waiving its rights to sovereign immunity under Florida Statutes, shall indemnify Seller for damage to property or injury to persons to the extent caused by the negligent or wrongful act or omission of Buyer, its authorized agents, employees, contractors, inspectors and other representatives while Buyer or such authorized individuals are at the Site or

the Project. Buyer may request additional Site visits with Seller's consent, which shall not be unreasonably withheld, conditioned, or delayed.

3.17 Forecasting.

(a) Seller shall provide Buyer with forecasts of the delivery of Energy under this Agreement as described below. Such forecasts shall include the updated status of all Project equipment that may impact availability and production of Product, and other information reasonably requested by Buyer. Seller shall use Commercially Reasonable Efforts to forecast daily by 5:00 a.m. (EDT) the hourly delivery of Energy under this Agreement accurately and to transmit such information in the format agreed to by the Parties as set forth in the Operating Procedures. Buyer and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to accommodate changes to operating and scheduling procedures of Buyer and will document such updated requirements and procedures in the Operating Procedures.

(b) No later than: (i) forty-five (45) Days prior to the commencement of the first Contract Year; and (ii) September 1 of each calendar year for every subsequent Contract Year, Seller shall provide to Buyer a non-binding forecast of the hourly delivery of Energy under this Agreement for an average day in each month of the following calendar year in a form reasonably acceptable to Buyer.

(c) Ten (10) Business Days before the commencement of the first Contract Year, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly energy deliveries under this Agreement for each day of the following month in a form reasonably acceptable to Buyer.

(d) No later than 5:00 a.m. of each day, Seller shall provide Buyer a non-binding forecast of hourly Energy deliveries under this Agreement for the remainder of such day and the following seven (7) days in a form reasonably acceptable to Buyer. Each such Notice shall clearly identify, for each hour, Seller's forecast of all deliveries of Energy pursuant to this Agreement. In the event that Seller foresees that actual deliveries under this Agreement for any hour will be materially different than a forecast previously provided for such day, Seller shall, as soon as reasonably possible, provide Notice to Buyer of such change and an updated forecast.

3.18 Weather Station.

(a) No later than sixty (60) Days prior to the Commercial Operation Date, Seller, at its own expense, shall install and maintain at least one stand-alone meteorological station at the Site to monitor, measure, communicate and report the meteorological data required under Section 3.18(b). Seller shall maintain and replace the meteorological station as necessary to provide accurate data with respect to the location of the Project.

(b) Upon the Commercial Operation Date, and continuing through the end of the Delivery Term, Seller shall record and maintain the following data:

(i) real and reactive power production by the Project for each hour;

(ii) changes in operating status, outages and maintenance events;

(iii) any unusual conditions found during inspections;

(iv) any significant events related to the operation of the Project; and

(v) fifteen (15) minute and hourly time-averaged measurements from data samples at sixty (60) seconds or greater frequency for the following parameters at the Project: total global horizontal irradiance, total global radiation within the plane of the array, air temperature, relative humidity, wind direction and speed, back of module surface temperature, and other pertinent meteorological conditions.

(c) Buyer shall have real-time access to the required meteorological data at a frequency not to exceed every fifteen (15) minutes. Seller shall provide Buyer a report within thirty (30) days after the end of each month that provides the foregoing information for such month as well as any other additional information that Buyer reasonably requests regarding conditions at the Site and the operation of the Project that is collected and maintained by Seller in the ordinary course of Project operations.

(d) Seller shall make available to Buyer all data from any weather monitoring portals Seller elects to install at the Site.

(e) Subject to procedures agreed upon in the Operating Procedures, Buyer shall have the right to install equipment and associated communication infrastructure to enable Buyer to monitor, measure and communicate pertinent operation and weather data.

3.19 Compliance Cost Cap.

Costs applicable to the Compliance Cost Cap are only those costs applicable under the definition of “Compliance Costs” and are new costs associated with a Change of Law occurring after the Effective Date. The Parties agree that the Compliance Costs Seller shall be required to bear during the Delivery Term shall be capped annually at \$ [REDACTED] per MW of Installed Capacity and in the aggregate throughout the Delivery Term at \$ [REDACTED] per MW of Installed Capacity (collectively, the “**Compliance Cost Cap**”). In the event and to the extent that the Compliance Costs incurred by Seller exceed the Compliance Cost Cap, Buyer shall either reimburse Seller for such Compliance Costs that exceed the Compliance Cost Cap, or excuse Seller from performing the obligations of this Agreement that would otherwise cause it to incur Compliance Costs in excess of the Compliance Cost Cap. Within sixty (60) Days after the Change of Law that Seller anticipates will cause it to incur Compliance Costs in excess of the Compliance Cost Cap, Seller shall provide to Buyer Notice with an estimate of the expected annual Compliance Costs caused by such Change of Law. Within thirty (30) Days of the delivery of such Notice with the estimate, Buyer shall provide Seller Notice of (i) Buyer’s request for Seller to incur the Compliance Costs in excess of the Compliance Cost Cap, (ii) Buyer’s initiation of dispute resolution under ARTICLE 17, or (iii) Buyer’s waiver of Seller’s performance of such obligations.

3.20 *Production Guarantee.*

Seller shall cause the Project to be operated in accordance with Prudent Operating Practices. Seller guarantees that the Delivered Energy will equal or exceed the Annual Energy Output Guarantee of Energy in at least one of every two rolling Contract Years. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION

4.1 *Project Development.*

Seller, at no cost to Buyer shall:

- (a) Design and construct the Project.
- (b) Establish and maintain interconnection rights for the Project that permit the full Expected Project Capacity to interconnect to the Transmission System in compliance with the Transmission Provider’s transmission tariff and the Interconnection Agreement.
- (c) Acquire all material Governmental Approvals for the construction, operation, and maintenance of the Project.
- (d) Complete any environmental impact studies necessary for the construction, operation, and maintenance of the Project.
- (e) At Buyer’s reasonable request, provide to Buyer Seller’s electrical specifications and design drawings pertaining to the Project.
- (f) Within thirty (30) days after each calendar quarter following the Effective Date until the Commercial Operation Date, provide to Buyer a construction progress report substantially in the form attached in Exhibit L advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller’s best estimate of the Commercial Operation Date.

4.2 *Commercial Operation.*

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date, unless extended in accordance with Section 4.2(b).

(b) Permitted Extensions to the Target Commercial Operation Date are as follows (the “**Permitted Extensions**”):

- (i) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to [REDACTED] days if Seller has used Commercially Reasonable Efforts to have the Project physically interconnected

to the Transmission System and to complete all Transmission Owner's Interconnection Facilities, if any, but such interconnection or Transmission Owner's Interconnection Facilities cannot be completed by the Target Commercial Operation Date for reasons beyond Seller's reasonable control and Seller has worked diligently to resolve the delay ("**Interconnection Delay**");

(ii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days if Seller has used commercially reasonable efforts to obtain permits necessary for the construction and operation of the Project, but is unable to obtain such permits and Seller has worked diligently to resolve the delay ("**Permitting Delay**");

(iii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days in the event of Force Majeure ("**Force Majeure Extension**"); provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer's written request; and

(iv) The Target Commercial Operation Date may be extended on a day-for-day basis for each day Buyer is liable to Seller for Transmission Delay Damages pursuant to Section 4.3(b).

(c) Notwithstanding the foregoing, if Seller claims more than one Permitted Extension under Section 4.2(b)(i)-(iii), such extensions cannot cumulatively exceed [REDACTED] days and all Permitted Extensions taken shall be concurrent, rather than consecutive, during any overlapping days.

(d) If Seller claims a Permitted Extension, Seller shall provide Buyer Notice sixty (60) Days prior to the Target Commercial Operation Date, which Notice must clearly identify the Permitted Extension being claimed and include information necessary for Buyer to verify the length and qualification of the extension; provided that, in the event sixty (60) Days is impracticable or impossible, Seller shall provide as much advanced Notice as is reasonably possible.

4.3 Cure Period and Delay Damages.

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date. If the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions and for reasons other than Buyer's failure to obtain transmission service by the Transmission Service Deadline in accordance with Section 3.8(b), then Buyer shall be entitled to draw upon the Seller's Performance Assurance for liquidated damages equal to Daily Delay Damages for each day or portion of a day that the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions until the earlier of (i) the date that is [REDACTED] days after such date, and (ii) the Commercial Operation Date (the "**Project Cure Period**").

(b) Beginning on the Transmission Service Deadline, in the event that Buyer's failure to

obtain transmission service in accordance with Section 3.8(b) results in Buyer's inability to receive Delivered Energy, then, subject to Section 4.3(c), Buyer shall owe Seller liquidated damages equal to the Transmission Delay Damages for each day or portion of a day that Buyer fails to receive such Delivered Energy.

(c) Notwithstanding Buyer's failure to obtain transmission service pursuant to Section 3.8(b) and resulting inability to receive all or part of the Delivered Energy, Seller shall use Commercially Reasonable Efforts to commence operations and deliver electricity from the Project, which shall include, if available, selling the Project output to a utility pursuant to the Public Utility Regulatory Policies Act.

(d) Transmission Delay Damages shall be calculated as follows: (i) to the extent Seller sells electricity from the Project to a third party in accordance with Section 4.3(c), Buyer shall pay Seller only the positive difference between the Contract Price and sums received from the utility for any electricity sold pursuant to this Section 4.3; (ii) to the extent Seller is unable to deliver or sell any electricity that the Project is capable of generating despite using Commercially Reasonable Efforts as a result of Buyer's failure to obtain transmission service, Buyer shall pay Seller the full Contract Price for such electricity. In addition, in calculating the Transmission Delay Damages, Buyer shall pay Seller any reasonably incurred and documented costs corresponding to its efforts to sell the Delivered Energy to a third party. For the avoidance of doubt, Buyer shall also be liable to Seller pursuant to Section 11.3 to the extent Buyer's failure to obtain transmission service results in the full or partial loss or recapture of Tax Attributes.

(e) Each Party agrees and acknowledges that (i) the damages that the other Party would incur due to the delays described in this Section 4.3 would be difficult or impossible to predict with certainty and (ii) the Daily Delay Damages and Transmission Delay Damages are an appropriate approximation of such damages.

4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.

(a) Seller shall provide Notice to Buyer no later than thirty (30) days prior to the Default Commercial Operation Date if it anticipates a Capacity Shortfall. Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Default Commercial Operation Date of the actual Capacity Shortfall, if any. Buyer shall have twenty (20) days after receipt of such notice to either: (i) elect to waive the obligation of Seller to complete the Capacity Shortfall, and neither Party shall have any further obligations with respect to the development, sale, delivery, receipt, or purchase of the Capacity Shortfall (the "**Termination Option**"); or (ii) elect to purchase any amount of Capacity Shortfall that achieves Commercial Operation in accordance with the terms of this Agreement after the Default Commercial Operation Date at the Option Price (the "**Continuation Option**"). For avoidance of doubt, the Agreement shall remain in full force and effect at the Contract Price with respect to any Project capacity that achieved Commercial Operation as of the Default Commercial Operation Date.

(b) If Buyer elects the Continuation Option, then Seller shall continue to pursue Commercial Operation of any Capacity Shortfall. If there remains a Capacity Shortfall as of the Commercial Operation Date, Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Commercial Operation Date specifying the Installed Capacity. Subject to

Seller's payment of both the Capacity Shortfall Damages as provided below and all applicable Daily Delay Damages pursuant to Section 4.3, the Seller's Performance Assurance will be reduced to reflect the Installed Capacity and all of Seller's Performance Assurance posted in excess of such Installed Capacity shall be promptly returned to Seller. Seller shall pay Buyer, as liquidated damages and not as a penalty, an amount (the "**Capacity Shortfall Damages**") equal to (i) (1) the Capacity Shortfall as of the Commercial Operation Date, in MW, multiplied by (2) \$ [REDACTED] per MW, minus (ii) all Daily Delay Damages previously paid by Seller to Buyer for such amount of Capacity Shortfall.

(c) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to the Capacity Shortfall would be difficult or impossible to predict with certainty, and (ii) the Capacity Shortfall Damages is an appropriate approximation of such damages. In order to satisfy the Capacity Shortfall Damages, Buyer shall have the right to immediately draw upon and apply the Seller's Performance Assurance to the payment of the Capacity Shortfall Damages. Seller's payment of the Capacity Shortfall Damages hereunder shall constitute Buyer's sole remedy for Seller's failure to achieve Commercial Operation of the Capacity Shortfall.

ARTICLE 5 METERING AND MEASUREMENT

5.1 *Metering System.*

The Parties shall ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with the Interconnection Agreement and Prudent Operating Practices in order to measure and record the amount of Energy delivered from the Project to the Delivery Point. The meters shall be of a mutually acceptable accuracy range and type. Seller shall be responsible for the cost of all metering that will be installed, owned, operated and maintained by the Meter Owner for the purpose of determining the amount of Energy delivered to the Delivery Point. Except in the event of a System Emergency or any order of a Governmental Authority, no one other than the Meter Owner shall make adjustments to the Metering System without the written consent of Meter Owner, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer is the Meter Owner, then Seller, may, at its own cost, install additional meters or other such facilities, equipment or devices on Seller's side of the Delivery Point as Seller deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Buyer will be entitled to rely upon its own Metering System.

5.2 *Inspection and Adjustment.*

(a) The Meter Owner shall inspect and test the Metering System at such times as will conform to Prudent Operating Practices, but not less often than every Contract Year. Upon reasonable written request to the Meter Owner, the other Party may request, at its own expense, inspection or testing of any such meters more frequently than once every Contract Year.

(b) If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an

adjustment shall be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the Metering System to the date such failure is discovered or such test is made (“**Adjustment Period**”). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Buyer shall pay Seller any additional amounts then due for deliveries of Energy during the Adjustment Period or Buyer shall be entitled to a credit against any subsequent payments for Energy, as the case may be.

(c) The Parties and their representatives shall be entitled to be present at any test, inspection, maintenance, adjustments and replacement of any part of the Metering System relating to obligations under this Agreement and the Meter Owner shall use commercially reasonable efforts to provide no less than ten (10) Business Days’ prior notice of any such test, inspection or other event.

ARTICLE 6 EARLY TERMINATION

6.1 Early Termination.

(a) In addition to applicable termination rights otherwise expressly provided in this Agreement, this Agreement may be terminated prior to the expiration of the Term as follows:

(i) By Seller within thirty (30) days after receipt of the final facilities study report from the Transmission Owner, if the estimated cost of Transmission Owner’s Interconnection Facilities (as identified by the Transmission Owner) exceeds [REDACTED] [REDACTED] and Buyer has not agreed in writing to reimburse Seller for any overages;

(ii) By Seller if an Interconnection Agreement in form and substance satisfactory to Seller, in its sole commercially reasonable discretion, is not executed on or before on or before December 31, 2022 or

(iii) By Seller, in the event that Seller has not obtained the necessary fee, leasehold or other title to or interest in the Site and all Governmental Approvals necessary to construct and operate the Project in the manner contemplated by this Agreement and which are final and no longer subject to appeal or legal challenge, on or before September 30, 2022; *provided* that Seller gives Buyer Notice of such termination within fifteen (15) Days after such date.

(b) Notwithstanding any provision of this Agreement to the contrary, in the event of termination pursuant to this Section 6.1, the Parties shall be released and discharged from any

obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination, *provided* that such termination shall not discharge or relieve either Party from any obligation that has accrued prior to such termination or otherwise limit the survival provisions set forth in Section 19.1.

ARTICLE 7 EVENTS OF DEFAULT

7.1 *Events of Default.*

An “**Event of Default**” shall mean,

(a) with respect to a Party that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) the failure by such Party to satisfy, when due, any Performance Assurance requirements within ten (10) Business Days after receipt of Notice of such failure;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) Days after Notice thereof;

(iv) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) Days after Notice thereof; provided, however, that if such failure is not reasonably capable of being remedied within the thirty (30) Day cure period, such Party shall have such additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to remedy such failure, so long as such Party promptly commences and diligently pursues such remedy;

(v) such Party becomes Bankrupt;

(vi) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1;

(vii) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party; or

(b) with respect to Buyer as the Defaulting Party, the failure to obtain firm transmission service sufficient to receive the Delivered Energy at the Delivery Point in accordance with Section

3.13(b) by the Transmission Service Deadline, except to the extent Buyer secures interim transmission service sufficient to receive the Delivered Energy from the Transmission Service Deadline at the Delivery Point that becomes firm transmission service no later than the Default Commercial Operation Date; or

(c) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Energy or Environmental Attributes that was not generated by or associated with the Project; or

(ii) Seller Abandons the Project.

7.2 Remedies; Declaration of Early Termination Date.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the right to one or more of the following:

(a) send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”);

(b) collect in connection with such Early Termination Date a Termination Payment;

(c) accelerate all amounts owing between the Parties and end the Delivery Term effective as of the Early Termination Date;

(d) withhold any payments due to the Defaulting Party under this Agreement;

(e) suspend performance; and

(f) exercise its rights pursuant to Section 9.3 to draw upon and retain Performance Assurance.

7.3 Termination Payment.

On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Non-Defaulting Party will calculate the Termination Payment, which shall equal the Settlement Amount, net of any sums owed by the Non-Defaulting Party to the Defaulting Party. If the Termination Payment calculation yields a positive number, then the Defaulting Party shall owe the Termination Payment to the Non-Defaulting Party. If the Termination Payment calculation results in a negative number, then the Termination Payment shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Settlement Amount as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Environmental Attributes shall be deemed direct

damages covered by this Agreement. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with the termination of this Agreement would be difficult or impossible to predict with certainty, (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with the termination of this Agreement but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect to terminate this Agreement as its remedy for an Event of Default by the Defaulting Party.

7.4 *Notice of Payment of Termination Payment.*

As soon as practicable after a designation of the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

7.5 *Disputes with Respect to Termination Payment.*

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with ARTICLE 17. The Defaulting Party shall pay all undisputed portions of the Termination Payment and provide Performance Assurance equal to the disputed portion until final resolution of the dispute.

7.6 *Rights and Remedies Are Cumulative.*

Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this ARTICLE 7 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

7.7 *Mitigation.*

Any Non-Defaulting Party shall be obligated to use Commercially Reasonable efforts to mitigate its Costs and Losses resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 8 PAYMENT

8.1 *Billing and Payment.*

On or about the tenth (10th) day of each month beginning with the month following the Initial Energy Delivery Date and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer an invoice covering the Product delivered in the preceding month determined in accordance with Article 4 (which may include preceding months), with all component charges and unit prices identified and all calculations used to arrive at invoiced amounts described in reasonable detail. Buyer shall pay the undisputed amount of such invoices on or before thirty (30) Days after date of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by regular mail, facsimile, or e-mail.

8.2 *Disputes and Adjustments of Invoices.*

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.2 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not Affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS

9.1 *Insurance.*

In connection with Seller's performance of its duties and obligations under this Agreement, during the Delivery Term, Seller shall maintain insurance in accordance with Exhibit G.

9.2 *Grant of Security Interest.*

To the extent a PA Provider delivers Performance Assurance hereunder, it hereby grants to the other Party (the “**PA Beneficiary**”) a present and continuing first priority security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the PA Beneficiary, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the PA Beneficiary’s first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default by the PA Provider or an Early Termination Date as a result thereof, the PA Beneficiary may do any one or more of the following: (i) exercise any of the rights and remedies of a secured party with respect to all Performance Assurance, including any such rights and remedies under Applicable Law then in effect; (ii) exercise its rights of setoff against such collateral and any and all proceeds resulting therefrom or from the liquidation thereof; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all or any portion of any Performance Assurance then held by or for the benefit of the PA Beneficiary free from any claim or right of any nature whatsoever of PA Provider, including any equity or right of purchase or redemption. PA Beneficiary shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the PA Provider’s obligations under the Agreement (the PA Provider remaining liable for any amounts owing to the PA Beneficiary after such application), subject to PA Beneficiary’s obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

9.3 *Performance Assurance.*

(a) Seller’s Performance Assurance. Seller agrees to deliver to Buyer and thereafter maintain in full force and effect for the remainder of the Term, Performance Assurance in the amount of [REDACTED] dollars per MW (\$[REDACTED]/MW) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable, within thirty (30) Days following the Effective Date.

(b) Buyer’s Performance Assurance. If Buyer is not a Creditworthy Entity as of the Effective Date or at any time after the Effective Date is subject to a Downgrade Event, then, within thirty (30) days after the Effective Date or Downgrade Event, as applicable, and for such periods as Buyer is not a Creditworthy Entity, Buyer shall provide Seller with Performance Assurance in the amount of [REDACTED] dollars per MW (\$[REDACTED]/MW) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable.

(i) If at any time during the Term Buyer becomes a Creditworthy Entity, then Buyer will not be required to provide Buyer’s Performance Assurance and Seller shall refund any unused portion of Buyer’s Performance Assurance within thirty (30) Days of receipt of Notice and verification of its status as a Creditworthy Entity.

(c) Any sum due under this Agreement (other than disputed amounts) and not satisfied within thirty (30) Days of becoming due and owing may be satisfied by a Party by a draw on Performance Assurance until such Performance Assurance has been exhausted. In addition, upon termination, a Party shall have the right to draw upon Performance Assurance for any undisputed

amounts owed under this Agreement if not paid when due pursuant to Section 8.1. Performance Assurance shall not be subject to replenishment.

(d) A PA Beneficiary shall pay interest on cash held as Performance Assurance at the Prime Rate.

(e) If, during the Term, there shall occur a Downgrade Event in respect to a Party's Guarantor, then the applicable PA Provider shall deliver to the PA Beneficiary replacement Performance Assurance within ten (10) Days of such Downgrade Event.

(f) A Party's obligation to maintain Performance Assurance shall terminate upon the occurrence of the following: (i) the Term of the Agreement has ended, or an the Agreement has been terminated pursuant to Section 7.2, as applicable; and (ii) all payment obligations of the PA Provider arising under this Agreement, Termination Payment, indemnification payments or other damages are paid in full. Upon the occurrence of the foregoing, each Party shall promptly return to the other Party the unused portion of the applicable Performance Assurance, including the payment of any interest due thereon.

(g) Any Letter of Credit provided pursuant to this Agreement must provide, among other things, that the PA Beneficiary is entitled to draw the full amount of such Letter of Credit if: (i) the Letter of Credit has not been renewed or replaced within thirty (30) days prior to the expiration date of the Letter of Credit; or (ii) the issuer of the Letter of Credit fails to maintain a credit rating of at least A- from S&P and a rating of at least A3 from Moody's and the Party required to provide the Letter of Credit has failed, within ten (10) Business Days after receipt of Notice thereof by the PA Beneficiary to replace such Letter of Credit with another Letter of Credit, in a form reasonably acceptable to the issuer of the Letter of Credit and PA Beneficiary. Costs of a Letter of Credit shall be borne by the PA Provider.

ARTICLE 10

REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 *Representations and Warranties.*

On the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has or will obtain in accordance herewith all Governmental Approvals necessary for it to perform its obligations under this Agreement, other than those Governmental Approvals that are not required to be obtained, and, as to Seller, all Governmental Approvals and all rights, title and interest in and to the Site and as otherwise necessary to construct, operate and maintain the Project and related interconnection facilities, as of the Effective Date;

(c) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) except as may be set forth in its reports filed with the SEC, there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement; and

(g) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

10.2 General Covenants.

Each Party covenants that throughout the Term:

(a) it shall continue to be duly organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its formation;

(b) it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement; and

(c) it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any material contracts to which it is a party or any Applicable Law or Governmental Approval.

10.3 Seller Covenants.

Seller covenants as follows:

(a) that, from the Initial Energy Delivery Date through the expiration or termination of this Agreement, the Project shall be operated and maintained in all material respects in accordance with this Agreement, Applicable Laws, Governmental Approvals and Prudent Operating Practices; and

(b) throughout the Term that it, or its permitted successors or assigns, shall maintain ownership of a fee, easement, long-term leasehold interest, or other similar asset ownership interest in the Project.

10.4 Buyer's Covenants.

Buyer covenants as follows:

(a) from the date hereof through the expiration or termination of this Agreement, Buyer shall comply in all material respects with this Agreement and Applicable Laws.

(b) Buyer will, at Seller's expense, reasonably cooperate with Seller in opposing, and will not support any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on Seller, the Project or this Agreement.

(c) Buyer shall not treat this Agreement for tax purposes as a lease of the Project rather than a service contract; Buyer shall not take an ownership interest in the Project during the first five (5) Contract Years following the Commercial Operation Date (for the avoidance of doubt, nothing in this Agreement permits Buyer to take an ownership interest in the Project); and Buyer shall not take any action or inaction in breach of this Agreement or otherwise fail to obtain transmission service in a manner that would prevent the Project from being placed in service for tax purposes prior to the Default Commercial Operation Date.

(d) Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(e) Buyer covenants that Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party relating to electric utility operations and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(f) Buyer covenants that from the date hereof through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar Project Participant payment obligations pursuant to the FMPA Solar Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar Project Participants set forth in Exhibit K; and (iii) not agree to any amendment, modification or alteration of any FMPA Solar Project Power Sales Contract that would materially adversely affect the FMPA Solar Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Buyer shall enforce the provisions of the FMPA Solar Project Power Sales Contracts and duly perform its covenants and agreements thereunder; provided, however, that notwithstanding any provision of this Agreement to the contrary, in the event of the failure of an FMPA Solar Project Participant to observe the FMPA Solar Project Participant Covenants, such failure shall be considered a Downgrade Event (without limiting Events of Default) and the sole and exclusive remedy of Seller for such failure shall be the delivery by Buyer to Seller of

Performance Assurance in the form of a Letter of Credit or cash in an amount equal to the then applicable amount of Buyer's Performance Assurance.

(h) Buyer covenants that from the Effective Date through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar II Project Participant payment obligations pursuant to the FMPA Solar II Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar II Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar II Project Participants set forth in Exhibit K; and (iii) not agree to any amendment of any FMPA Solar II Project Power Sales Contract that would materially adversely affect the FMPA Solar II Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11

TITLE, RISK OF LOSS, INDEMNITIES

11.1 *Title and Risk of Loss.*

Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

11.2 *Indemnities by Seller.*

Seller shall release, indemnify, defend, and hold harmless Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all actions, suits, losses, costs, damages, injuries, liabilities, claims, demands, penalties and interest, including reasonable costs and attorneys' fees ("**Claims**") resulting from, or arising out of or in any way connected with (i) any event, circumstance, act, or incident relating to the Product delivered under this Agreement up to and at the Delivery Point, (ii) Seller's development, permitting, construction, ownership, operation and/or maintenance of the Project, (iii) the failure by Seller or the failure of the Project to comply with Applicable Laws, (iv) any Governmental Charges for which Seller is responsible hereunder, or (v) any liens, security interests, encumbrances, or other adverse claims against the Product delivered hereunder made by, under, or through Seller, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

11.3 *Indemnities by Buyer.*

To the fullest extent permitted by Florida law, subject to and without waiving its rights to sovereign immunity under Florida law, Buyer shall release, indemnify, defend, and hold harmless Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all Claims resulting from, or arising out of or in any way connected with (i) any

event, circumstance, act, or incident relating to the Product received by Buyer under this Agreement after the Delivery Point, (ii) the failure by Buyer to comply with Applicable Laws, (iii) Buyer's breach of this Agreement, or (iv) any Governmental Charges for which Buyer is responsible hereunder, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

ARTICLE 12 GOVERNMENTAL CHARGES

12.1 *Cooperation.*

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party incurs any cost, expense, risk, obligation or liability or is otherwise materially adversely affected by such efforts.

12.2 *Governmental Charges.*

Seller shall pay or cause to be paid all taxes imposed by any governmental authority ("**Governmental Charges**") on or with respect to the Product or the transaction under this Agreement arising prior to and at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the transaction under this Agreement at and after the Delivery Point. In the event Seller is required by Applicable Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by Applicable Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Applicable Law.

ARTICLE 13 CONFIDENTIAL INFORMATION

13.1 *Confidential Information.*

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Project that they consider confidential and proprietary (together with the terms and conditions of this Agreement, the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the

Parties (each, the “**Disclosing Party**”) may make such Confidential Information available to the other (each, a “**Receiving Party**”) subject to the provisions of this Section 13.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those employees, subcontractors, suppliers, vendors, and advisors whose access is reasonably necessary for the development, construction, operation or maintenance of the Project and for the purposes of this Agreement who shall be bound by the terms of this Section 13.1;

(iii) Use such Confidential Information solely for the purpose of developing the Project and for purposes of this Agreement; and

(iv) Upon the termination of this Agreement, destroy or return any such Confidential Information in written or other tangible form and any copies thereof; provided, however, that either Party shall be entitled to keep a record copy of such information to the extent required by Florida law.

(c) The restrictions of this Section 13.1 do not apply to:

(i) Release of this Agreement or Confidential Information to any Governmental Authority required for obtaining any approval or making any filing pursuant to Sections 3.12 or 12.2, *provided* that each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement and the Confidential Information by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party, *provided* that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable written opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law (including, without limitation, any request pursuant to Chapter 119 of the Florida Statutes, or other state or federal public records law, freedom of information act, or other similarly title law); *provided, however*, that the Receiving Party, prior to such disclosure, shall provide

reasonable advance Notice to the Disclosing Party of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain, at its sole expense, a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure.

(d) Notwithstanding the foregoing, Seller may disclose Confidential Information to the Project Investors and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to Seller, and the agent or trustee of any of them, any advisors, consultants, insurance providers, brokers of Seller, Project Investors or other financial institutions.

(e) Neither Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information, with the intent that such information will be published (other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law, *provided* that the Disclosing Party has given Notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 13.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Project or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 13.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

ARTICLE 14 ASSIGNMENT

14.1 Successors and Assigns; Assignment.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the foregoing, no consent shall be required for the following:

(i) Any assignment of this Agreement by Seller to any Project Investors as collateral security for obligations under the financing documents entered into with such Project Investors;

(ii) Any assignment by the Project Investors to a third party after the Project Investors have exercised their foreclosure rights with respect to this Agreement or the Project;

(iii) Any assignment or transfer of this Agreement by Seller to an Affiliate of Seller; or

(iv) Any assignment or transfer of this Agreement by Seller to a Person succeeding to all or substantially all of the assets of Seller, provided that such Person is a Qualified Transferee.

(c) An assignee shall be afforded no additional rights, interests or remedies beyond those specifically granted to the assignor in this Agreement. The Party seeking to assign or transfer this Agreement shall be solely responsible for paying all costs and expenses, including attorney's and advisor fees of any such assignment.

(d) Buyer acknowledges that upon an event of default under any financing documents relating to the Project, subject to receipt by Buyer of Notice, any of the Project Investors may (but shall not be obligated to) assume, or cause its designee or a new lessee or buyer of the Project that is a Qualified Transferee to assume, all of the interests, rights and obligations of Seller thereafter arising under this Agreement, provided that Buyer's interests, rights and obligations under this Agreement will remain in full force and effect.

(e) If the rights and interests of Seller in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to Buyer arising or accruing hereunder from and after the date of such assumption, then Seller shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Buyer shall continue this Agreement with the assuming party as if such Person had been named as Seller under this Agreement. Notwithstanding any such assumption by any of the Project Investors or a designee thereof, Seller shall not be released and discharged from and shall remain liable for any and all obligations to Buyer arising or accruing hereunder prior to such assumption.

(f) The provisions of this ARTICLE 14 are for the benefit of the Project Investors as well as the Parties hereto, and shall be enforceable by the Project Investors as express third-party beneficiaries hereof. Buyer hereby agrees that none of the Project Investors, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Seller or shall have any obligation or liability to Buyer with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this ARTICLE 14.

14.2 Collateral Assignment.

(a) Seller, without approval of Buyer, may, by security, charge or otherwise encumber its interest under this Agreement in favor of a Project Investor for the purposes of financing the development, construction and/or operation of the Project and the Seller's Interconnection Facilities.

(b) Promptly after making such encumbrance, Seller shall notify Buyer in writing of the name, address, and telephone and facsimile numbers of each Project Investor to which Seller's interest under this Agreement has been encumbered. Such Notice shall include the names of the account managers or other representatives of the Project Investors to whom all written and telephonic communications should be addressed.

(c) After giving Buyer such initial Notice, Seller shall promptly give Buyer Notice of any change in the information provided in the initial Notice or any revised Notice.

(d) If Seller encumbers its interest under this Agreement as permitted by this Section 14.2, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Project Investors;

(ii) The Project Investors or their designees shall have the right, but not the obligation, to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller and such act performed by the Project Investors or their designees shall be as effective to prevent or cure an Event of Default as if done by Seller, provided that, if any such Project Investor or its designee elects to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller, Buyer will not be deemed to have waived or relinquished its rights and remedies as provided in this Agreement;

(iii) Buyer shall upon request by Seller execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and, to the knowledge of Buyer, the absence or existence (and the nature thereof) of Events of Default hereunder by Seller and documents of consent to such assignment to the encumbrance and any assignment to such Project Investors; and

(iv) Upon the receipt of a written request from Seller or any Project Investor, Buyer shall use Commercially Reasonable Efforts to execute, or arrange for the delivery of, such certificates, opinions and other documents as may be reasonably necessary in order for Seller to consummate any financing or refinancing of the Project or any part thereof and will enter into reasonable agreements with such Project Investor, which agreements will grant certain rights to the Project Investors as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Project Investor, which consent is not to be unreasonably withheld or delayed, (b) Project Investors shall be given notice of, and the opportunity to cure as provided in Section 14.2(d)(ii), any breach or default of this Agreement by Seller, (c) that if the Project Investor forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (i) Buyer shall, at Project Investor's request, continue to perform all of its obligations hereunder, and Project Investor or its nominee may perform in the place of Seller, and may assign this Agreement to another Person in place of Seller, provided that such other Person is a Qualified Transferee, (ii) Project Investor shall have no liability under this Agreement except during the period of such Project Investor's ownership or operation of the Project and (iii) that Buyer shall accept performance in accordance with this Agreement by Project Investor or its nominee, and (d) that Buyer shall make the same representations and warranties to Project Investor as Buyer made to Seller pursuant to this Agreement. The Parties agree that an agreement substantially in the form of Exhibit J shall be reasonable.

ARTICLE 15 FORCE MAJEURE

15.1 *Force Majeure Events.*

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under this Agreement and such Party gives Notice and details of the Force Majeure Event to the other Party as detailed below, then, the Party impacted by the Force Majeure Event shall be excused from the performance of its obligations to the extent impacted. As soon as practicable after commencement of a Force Majeure Event, the non-performing Party shall provide the other Party with oral notice of the Force Majeure Event, and within two (2) weeks of the commencement of a Force Majeure Event (or such longer period as reasonably required given the nature of the Force Majeure Event), the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure Event claim and the anticipated impact on the non-performing Party's ability to perform its obligations and the non-performing Party's anticipated plan to resume full performance of the obligations impacted by the Force Majeure Event. Seller shall not substitute Product from any other source for Buyer's Share of the output of the Project during an outage resulting from a Force Majeure Event. The suspension of performance due to a claim of a Force Majeure Event must be of no greater scope and of no longer duration than is required by the Force Majeure Event. Buyer shall not be required to make any payments for any Product that Seller fails to schedule, deliver or provide as a result of a Force Majeure Event during the term of such Force Majeure Event.

15.2 *Extended Force Majeure Events.*

This Agreement may be terminated by either Party with no further obligation to the other Party if a Force Majeure Event prevents the performance of a material portion of the obligations hereunder and such Force Majeure Event is not resolved and full performance is resumed within twelve (12) months after the commencement of such Force Majeure Event, subject to Seller's right to extend in this Section 15.2. If Seller is the non-performing Party due to damage to the Project caused by a Force Majeure Event, Seller shall have up to [REDACTED] Days following the start of such Force Majeure Event to obtain a report from an independent, third party engineer stating whether the Project is capable of being repaired or replaced within [REDACTED] additional months from the date of the report. Seller shall promptly provide Buyer a copy of the engineer's report at no cost to Buyer. If such engineer's report concludes that the Project is capable of being repaired or replaced within such [REDACTED] month period and Seller undertakes and continues such repair or replacement with due diligence, then Buyer shall not have the right to terminate this Agreement pursuant to this Section until the expiration of the period deemed necessary by the engineer's report (not to exceed [REDACTED] months), after which time, either Party may terminate by Notice to the other Party unless the Project has been repaired or replaced, as applicable, and the Seller has resumed and is satisfying its performance obligations under this Agreement.

ARTICLE 16 LIMITATIONS ON LIABILITY

16.1 *Disclaimer of Warranties.*

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

16.2 *Limitations on Liability.*

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATION IN RESPECT OF THIRD PARTY CLAIMS OR AS OTHERWISE EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF ARTICLE 11, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

16.3 *Buyer Liability.*

(a) This Agreement is a liability and financial obligation of the Solar II Project only. No liability or obligation under this Agreement shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally, any individual FMPA member, or any of any other project designated by FMPA in accordance with Article II of the Interlocal Agreement.

(b) Each FMPA Solar II Project Participant has commitments under the FMPA Solar II Project Power Sales Contracts with regard to the payment obligations to the FMPA Solar II Project for all costs related to this Agreement in the event of a default by one or more other FMPA Solar II Project Participants, as more fully described in the Power Sales Contracts.

ARTICLE 17 DISPUTE RESOLUTION

17.1 *Intent of the Parties*

Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or any related agreement (a “**Dispute**”) is the dispute resolution procedure set forth in this Article 12. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the Dispute by means of the dispute resolution procedure set forth in this ARTICLE 17.

17.2 *Management Negotiations*

(a) The Parties will attempt in good faith to resolve any Dispute by prompt negotiations between each Party’s authorized representative designated in writing as a representative of the Party (each a “**Manager**”). Either Manager may, by Notice to the other Party, request a meeting to initiate negotiations to be held within ten (10) Business Days of the other Party’s receipt of such request, at a mutually agreed time and place (either in person or telephonically). If the matter is not resolved within fifteen (15) Business Days of their first meeting (“**Initial Negotiation End Date**”), the Managers shall refer the matter to the designated senior officers of their respective companies that have authority to settle the dispute (“**Executives**”). Within five (5) Business Days of the Initial Negotiation End Date (“**Referral Date**”), each Party shall provide one another Notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(b) Within five (5) Business Days of the Referral Date, the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) Days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(c) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process or judicial proceeding between the Parties. The Parties shall bear their respective costs, expenses and fees relating to the activities under this Section 17.2.

(d) If the matter is not resolved within forty-five (45) days of the Referral Date, or if the Party receiving the Notice to meet, pursuant to Section 17.2(a) above, refuses or does not meet within the ten (10) Business Day period specified in Section 17.2(a) above, and subject to Sections 16.2, 19.7 and 19.8 of this Agreement, either Party may pursue all remedies available to it at law or in equity. Venue for any action or proceeding shall be state and federal courts in Leon County, Florida.

17.3 *Specific Performance and Injunctive Relief.*

Each Party shall be entitled to seek a decree compelling specific performance with respect to, and

shall be entitled, without the necessity of filing any bond, to seek the restraint by injunction of, any actual or threatened breach of any material obligation of the other Party under Article 13. The Parties in any action for specific performance or restraint by injunction agree that they shall each request that all expenses incurred in such proceeding, including, but not limited to, reasonable counsel fees, be apportioned in the final decision based upon the respective merits of the positions of the Parties.

ARTICLE 18

NOTICES

18.1 Notices.

Whenever this Agreement requires or permits delivery of a “**Notice**” (or requires a Party to “notify”), the Party with such right or obligation shall provide a written communication in the manner specified in herein and to the addresses set forth below; provided, however, that Notices of Outages or other Scheduling or dispatch information or requests, shall be provided in accordance with the terms set forth in the relevant section of this Agreement or the Operating Procedures, as applicable. Invoices may be sent by facsimile or e-mail in addition to overnight mail or courier. A Notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a Notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Each Party shall provide Notice to the other Party of the persons authorized to nominate and/or agree to a Schedule or Dispatch Order for the delivery or acceptance of the Product or make other Notices on behalf of such Party and specify the scope of their individual authority and responsibilities, and may change its designation of such persons from time to time in its sole discretion by providing Notice.

If to Seller: FL Solar 7, LLC

800 Brickell Avenue, Suite 1100
Miami, FL 33131
Attn: President

With a copy to:

c/o Origis Energy
800 Brickell Avenue, Suite 1100
Miami, FL 33131
Attention: General Counsel

If to Buyer: Florida Municipal Power Agency

Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Telephone: 407-355-7767
Email: ken.rutter@fmpa.com

ARTICLE 19 MISCELLANEOUS

19.1 *Effectiveness of Agreement; Survival.*

This Agreement shall be in full force and effect, enforceable and binding in all respects as of the Effective Date until the conclusion of the Term or earlier termination pursuant to the terms of this Agreement; provided however, that the relevant provisions of this Agreement shall remain in effect until (i) the Parties have fulfilled all obligations under this Agreement, including payment in full of amounts due for the Product delivered prior to the end of the Term, the Settlement Amount, indemnification payments or other damages (whether directly or indirectly such as through set-off or netting) and (ii) the undrawn portion of Performance Assurance is released and/or returned as applicable (if any is due). Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 6.1(b) and 13.1 and ARTICLE 16, the indemnity obligations set forth in ARTICLE 11, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

19.2 *Audits.*

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after such twelve (12)-month period.

19.3 *Amendments.*

This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

19.4 *Waivers.*

Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a breach or default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent breach or default or other matter.

19.5 *Severability.*

If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; *provided* that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the original intent and original economic benefit of the Parties.

19.6 Standard of Review.

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the FERC acting sua sponte shall be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).

(b) Notwithstanding any provision of Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any Section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

19.7 Governing Law.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE SOLE AND EXCLUSIVE VENUE FOR ANY DISPUTE, CLAIM OR CONTROVERSY RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS IN LEON COUNTY, FLORIDA.

19.8 Waiver of Trial by Jury.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

19.9 Attorneys' Fees.

In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

19.10 No Third-Party Beneficiaries.

Except as set forth in Article 14, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

19.11 No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

19.12 Cooperation.

The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. If, during the Term, changes in the operations, facilities or methods of either Party will materially benefit a Party without detriment to the other Party, the Parties commit to each other to make Commercially Reasonable Efforts to cooperate and assist each other in making such change, including engaging in good-faith negotiations to revise or supplement this Agreement as appropriate.

19.13 Further Assurances.

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. No Party shall be required to take any action or execute any document under this Section 19.13 that would negatively change that Party's risk or benefit under this Agreement.

19.14 Captions; Construction.

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and shall not be construed against one Party or the other as a result of the manner in which this Agreement was prepared, negotiated or executed.

19.15 *Entire Agreement.*

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

19.16 *Forward Contract.*

The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code.

19.17 *Service Contract.*

Each Party intends this Agreement to be a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code of 1986.

19.18 *Counterparts.*

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each as of the Effective Date set forth above.

FL Solar 7, LLC

By: _____

Name: _____

Title: _____

Florida Municipal Power Agency

By: _____

Name: _____

Title: _____

EXHIBIT A
CONTRACT PRICE & OPTION PRICE

I. CONTRACT PRICE

A. Initial Term

PERIOD	CONTRACT PRICE (\$/MWh)
From and including the Initial Energy Delivery Date through the remainder of the Initial Term	15\$ [REDACTED]

B. Renewal Terms

Renewal Term 1	
Contract Year	Contract Price (\$/MWh)
21	[REDACTED]
22	[REDACTED]
23	[REDACTED]
24	[REDACTED]
25	[REDACTED]
Renewal Term 2	
Contract Year	Contract Price (\$/MWh)
26	[REDACTED]
27	[REDACTED]
28	[REDACTED]
29	[REDACTED]

EXHIBIT B

DESCRIPTION OF PROJECT

Seller intends to build, own and operate a single axis tracking photovoltaic solar energy generation facility on a site located in Putnam County, Florida, which is referred to at times in this Agreement as the “Rice Creek” solar facility. As presently planned, the Expected Project Capacity will be 74.9 MW, and will consist of:

- 74.9 MWac solar PV plant with single-axis tracker, (1) 53/70/88MVA 230/34.5/13.8-kV, three-winding transformer (Ynynd)
- (24) PE HEM FS3350M inverters, each with an integrated pad mount transformer 3465kVA, 34.5/0.63-kV Dy
- 1x14 MVAR capacitor bank at the 34.5kV bus of the substation to which the Project interconnects

Point(s) of Interconnection: The Project will interconnect with the transmission facilities of Florida Power & Light Company at a point to be determined in the interconnection study process.

Real Property Description which shall be subject to adjustment to reflect the final survey and any modifications made in accordance with Prudent Operating Practices:

Located in the County of Putnam, Florida (to be updated by Seller in accordance with the Interconnection Agreement).

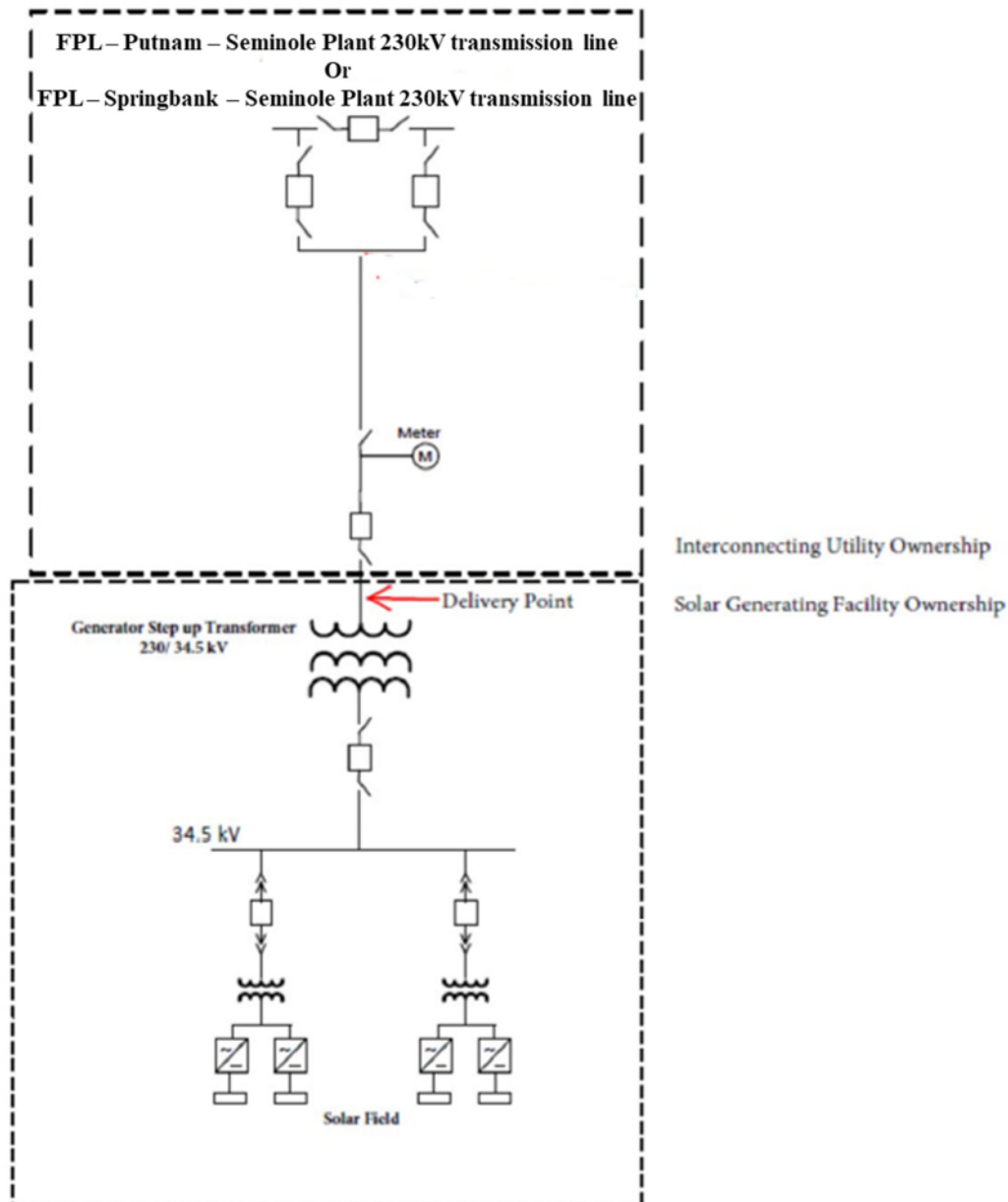
Nothing in this Agreement or Exhibit B is intended to either (i) limit the right of Seller to make any changes to the Project it determines to undertake, or (ii) grant any rights to Buyer regarding the description, nature or components of the Project.

EXHIBIT C

DESCRIPTION OF DELIVERY POINT

Following is a preliminary description of the Delivery Point. Seller shall update as necessary.

The Delivery Point will be at the point the Project interconnects to Florida Power & Light Company's transmission system, which (as of the Effective Date) is anticipated to be located at a new substation on or near the Putnam-Seminole Plant 230kV line or the Springbank-Seminole Plant 230kV line.



C-1

EXHIBIT D

PRODUCTION GUARANTEE

I. **Definitions.** The following defined terms shall apply to this Exhibit D. Capitalized terms used in this Exhibit D and not defined herein will have the meaning assigned in Section 1.1 of the Agreement.

“Actual Energy Output” means, for any Contract Year, the amount of Energy the Seller delivered or made available to Buyer at the Delivery Point during such Contract Year, measured in MWh.

“Annual Energy Output Guarantee” means, for any Contract Year, (i) Buyer’s Share of the amount set forth in the following Table A for such Contract Year, less (ii) any Excused Energy.

Table A		
Contract Year	Annual Energy Output (MWh)	
		Rice Creek
1		103,303
2		102,787
3		102,273
4		101,761
5		101,253
6		100,746
7		100,243
8		99,741
9		99,243
10		98,746
11		98,253
12		97,761
13		97,273
14		96,786
15		96,302
16		95,821
17		95,342
18		94,865
19		94,391
20		93,919
Renewal Terms (if applicable)		
21		93,449
22		92,982
23		92,517
24		92,054

25		91,594
26		91,136
27		90,680
28		90,227
29		89,776
30		89,327

“Damages Rate” means an amount equal to the lesser of (1) the Contract Price or (2) the positive difference between Buyer’s annual average avoided energy rate minus the Contract Price per MWh of Production Shortfall.

“Excused Energy” means (a) any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of Buyer Curtailment Orders, Buyer’s failure to obtain transmission service or Buyer’s failure to perform, including for reasons outside its control, as contemplated in Section 3.8(c) (other than due to a breach by Seller of its obligations under the Agreement); plus (b) Buyer’s Share of any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of a (i) Curtailment Period, (ii) System Emergency (other than a System Emergency caused by Seller’s breach of the Interconnection Agreement), (iii) Force Majeure Event, or (iv) Planned Outages

“Production Shortfall” means, for any Contract Year, the positive difference (if any) between the Annual Energy Output Guarantee and the Actual Energy Production for that Contract Year.

II. Guarantee and Damages.

a. Production Guarantee Damages. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

b. Annual Report. No later than 45 days after each Contract Year, Seller shall deliver to Buyer: (i) a calculation showing Seller’s computation of the Actual Energy Output for the previous two Contract Years and the Production Guarantee Damages, if any, owed to Buyer, and (ii) payment in full of any Production Guarantee Damages owed to Buyer. Production Guarantee Damages shall be Buyer’s sole remedy for the failure of Seller to satisfy the production guarantee set forth in this Exhibit D.

EXHIBIT E
FORM OF GUARANTY

THIS SOLAR POWER PURCHASE AGREEMENT GUARANTY, dated as of _____ (this “Guarantee”), is issued by [name of guarantor], a _____ (“Guarantor”) in favor of [_____] (“Guaranteed Party”). [BENEFICIARY], a Delaware limited liability company (“Obligor”) is a wholly owned subsidiary of Guarantor.

A. RECITALS

Obligor and Guaranteed Party have entered into a Solar Power Purchase Agreement, dated as of _____ (the “Agreement”).

This Guarantee is delivered to Guaranteed Party by Guarantor pursuant to the Agreement. All terms defined in the Agreement and not otherwise defined in this Guarantee have the meanings given to them in the Agreement.

AGREEMENT

Guarantee.

Guarantee of Obligations Under the Agreement. For value received, Guarantor absolutely, unconditionally and irrevocably, as primary Obligor and not as surety, subject to the express terms hereof, guarantees the payment and performance when due of all obligations, whether now in existence or hereafter arising, by Obligor to Guaranteed Party pursuant to the Agreement (the “Obligations”). This Guarantee is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become discharged or uncollectible in any bankruptcy, insolvency or other similar proceeding, or otherwise unenforceable.

Maximum Guaranteed Amount. Notwithstanding anything to the contrary, Guarantor’s aggregate obligation to Guaranteed Party hereunder is limited to [**insert applicable Required Security Amount**] (the “Maximum Guaranteed Amount”) (it being understood for purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder that any payment by Guarantor either directly or indirectly to the Guaranteed Party, pursuant to a demand made upon Guarantor by Guaranteed Party or otherwise made by Guarantor pursuant to its obligations under this Guarantee, including any indemnification obligations, shall reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis), excluding costs and expenses incurred by Guaranteed Party in enforcing this Guarantee, and shall not either individually or in the aggregate be greater or different in character or extent than the obligations of Obligor to Guaranteed Party under the terms of the Agreement.

Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the Obligations were due.

Waiver of Certain Defenses. Guarantor waives: (a) notice of acceptance of this Guarantee and of the Obligations and any action taken with regard thereto; (b) presentment, demand for payment,

protest, notice of dishonor or non-payment, suit, or the taking of any other action by Guaranteed Party against Obligor, Guarantor or others; (c) any right to require Guaranteed Party to proceed against Obligor or any other person, or to require Guaranteed Party first to exhaust any remedies against Obligor or any other person, before proceeding against Guarantor hereunder; and (d) any defense based upon (i) an election of remedies by Guaranteed Party; (ii) a change in the financial condition, corporate existence, structure or ownership of the Guarantor or Obligor; (iii) the institution by or against Obligor or any other person or entity of any bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Obligor or its assets or any resulting release, stay or discharge of any Obligations; (iv) any lack or limitation of power, incapacity or disability on the part of Obligor or of its directors, partners or agents or any other irregularity, defect or informality on the part of Obligor in the authorization of the Obligations; (v) any lack of validity or enforceability of the Obligations; (vi) any amendment, release, discharge, substitution or waiver of the Agreement or any of the Obligations and (v) any duty of Guaranteed Party to disclose to Guarantor any facts concerning Obligor, the Agreement or the Project, or any other circumstances that might increase the risk to Guarantor under this Guarantee, whether now known or hereafter learned by Guaranteed Party, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances.

Without limitation to the foregoing, Guaranteed Party shall have the right to at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) renew, compromise, extend, accelerate or otherwise change, substitute or supersede the Obligations; (b) take or fail to take any action of any kind in respect of any security for the Obligations, or impair, exhaust, exchange, enforce, waive or release any such security; (c) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations; or (d) compromise or subordinate the Obligations, including any security therefor, or grant any forbearances or waivers, on one or more occasions, for any length of time, or accept settlements with respect to Obligor's performance of any of the Obligations.

Except as expressly set forth in this paragraph, Guarantor shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that Obligor may have to payment or performance of any of the Obligations and also shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that the Guarantor may have against the Guaranteed Party, other than (a) defenses arising from the insolvency, reorganization or bankruptcy of Obligor, (b) defenses expressly waived in this Agreement by Guarantor, (c) defenses arising by reason of (i) Guarantor's direct or indirect ownership interests in Obligor or (ii) legal requirements applicable to Obligor that prevent the payment by Obligor of its payment obligations that constitute Obligations, and (d) defenses previously asserted by Obligor against such claims to the extent such defenses have been resolved in favor of Guaranteed Party by a court of last resort.

Term. This Guarantee shall continue in full force and effect until the earlier to occur of (a) the substitution of an alternative form of Security by Obligor, (b) the satisfaction of all Obligations of Obligor under the Agreement, or (c) the payment by Guarantor, without reservation of rights, of an aggregate amount equal to the Maximum Guaranteed Amount, together with any other amounts required to be paid by Guarantor pursuant to this agreement. Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment,

or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise.

Subrogation. Until all Obligations are indefeasibly paid in full, unless otherwise provided herein, Guarantor waives all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guarantee and any collateral held therefor, and Guarantor subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations. Any amount paid to Guarantor on account of any purported subrogation rights prior to the termination of this Guaranty shall be held in trust for the benefit of Guaranteed Party and shall immediately thereafter be paid to Guaranteed Party.

Expenses. Whether or not legal action is instituted, Guarantor agrees to reimburse Guaranteed Party on written demand for all reasonable attorneys' fees and all other reasonable costs and expenses incurred by Guaranteed Party in enforcing its rights under this Guarantee. Notwithstanding the foregoing, the Guarantor shall have no obligation to pay any such costs or expenses if, in any action or proceeding brought by Guaranteed Party giving rise to a demand for payment of such costs or expenses, it is finally adjudicated that the Guarantor is not liable to make payment.

Assignment. Guarantor shall not be permitted to assign its rights or delegate its obligations under this Guarantee in whole or part without written consent of Guaranteed Party. Guaranteed Party shall not be permitted to assign its rights hereunder except in connection with a permitted assignment of its rights and obligations under the Agreement.

Non-Waiver. The failure of Guaranteed Party to enforce any provisions of this Guarantee at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce same. All remedies of Guaranteed Party under this Guarantee shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity. The terms and provisions hereof may not be waived, altered, modified or amended except in a writing executed by Guarantor and Guaranteed Party.

Entire Agreement. This Guarantee and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the guarantee of the Obligations of Obligor by Guarantor. All prior or contemporaneous agreements or undertakings made, which are not set forth in this Guarantee, are superseded.

Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received; (b) if mailed by certified mail (postage prepaid and return receipt requested), five (5) days after deposit in the U.S. mails; (c) if given by facsimile, when transmitted with confirmed transmission; or (d) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

Attn: _____

If to Guaranteed Party:

Attn: _____

Counterparts. This Guarantee may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument.

Governing Law; Jurisdiction. This Guarantee shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law. Guarantor and Guaranteed Party submit to the jurisdiction and venue of the Superior Court of the District of Columbia or of any federal district court located in the District of Columbia over any disputes relating to this Guarantee.

Further Assurances. Guarantor shall cause to be promptly and duly taken, executed, acknowledged and delivered such further documents and instruments as Guaranteed Party may from time to time reasonably request in order to carry out the intent and purposes of this Guarantee.

Limitation on Liability. Except as specifically provided in this Guarantee, Guaranteed Party shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Obligor in the Agreement.

Effectiveness. This Guarantee shall be effective as of the date set forth in the first paragraph hereof upon its execution by both Guarantor and Guaranteed Party.

IN WITNESS WHEREOF, Guarantor and Guaranteed Party have executed and delivered this Guarantee.

[Guarantor]

By: _____
Name:
Title:

Acknowledged and agreed

[Guaranteed Party]

By: _____
Name:
Title:

EXHIBIT F
FORM OF IRREVOCABLE LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.

Date of Issuance:

Beneficiary:

[Buyer Name]

Applicant/Account Party:

Amount: USD Amount ([Amount] and 00/100)

Initial expiration date at our counter (unless evergreen):

Final expiration date at our counter:

Ladies and Gentlemen:

We, [Bank Name]

("Issuer"), do hereby issue this Irrevocable Transferable Standby Letter of Credit No. {_____} by order of, for the account of, and on behalf of [_____] ("Account Party") and in favor of [Buyer Name]. The term "Beneficiary" includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator.

This Letter of Credit is issued, presentable and payable at the office of the Issuing Bank and we guarantee to YOU that drafts and documents drawn under and in compliance with the terms of this Letter of Credit will be honored on presentation pursuant to the terms of this Letter of Credit.

This Letter of Credit is available in one or more drafts drawn on [Bank Name] and may be drawn hereunder for the account of up to an aggregate amount not exceeding [\$Amount]. This Letter of Credit is drawn against by presentation to us at our office located at [Bank Address] of a drawing certificate (i) signed by an officer of the Beneficiary; (ii) dated the date of presentation; and (iii) the following statement:

"The undersigned hereby certifies to [Bank Name] ("Issuer"), with reference to its Irrevocable Transferable Standby Letter of Credit No.[____], dated _____, issued on behalf of [_____] ("Account Party") and in favor of the [Buyer Name], ("Beneficiary") that:

[said Account Party has failed to perform in accordance with the terms and provisions of the Solar Power Purchase Agreement dated [] to which Account Party and Beneficiary are parties, as such agreement may be amended and supplemented from time to time, and any replacements or substitutions thereof, (collectively, the "Agreement").]

☐ --or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to the terms of the Letter of Credit that Issuing Bank elects not to extend the Letter of Credit for an additional one-year period, and (ii) the Letter of Credit will expire in fewer than thirty (30) days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit.]

The Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$[insert amount in figures] (United States Dollars [insert amount in words]).”

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. Eastern Time, Issuer shall satisfy such drawing request on the second Business Day. If the drawing certificate is received after 10:00 a.m. Eastern Time, Issuer will satisfy such drawing request on the third Business Day.

It is a condition of the letter of credit that it will be automatically extended without amendment for additional one-year periods until [] (the “Final Expiration Date”), unless at least one hundred twenty (120) days prior to any expiration date we send you written notice at the above address by registered mail or overnight courier service that we elect not to consider this Letter of Credit extended for any such period.

This Letter of Credit may be transferred in its entirety (but not in part) by Issuing Bank only upon presentation to us of a Request for Transfer signed by the Beneficiary in the form of Exhibit A accompanied by this Original Letter of Credit and any amendment(s), in which the Beneficiary irrevocably transfers to such transferee all of its rights hereunder, whereupon we agree to either issue a Transferred letter of credit to such transferee or endorse such transfer on the reverse of this Letter of Credit. Any transfer fees assessed by the issuer will be payable solely by the applicant.

Payments under the Letter of Credit shall be in accordance with the following terms and conditions:

All commissions and charges will be borne by the Account Party.

This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce, (the “ISP”), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall govern. This Letter of Credit shall be governed by the internal laws of the State of Florida to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such Florida laws, the ISP shall control.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.

The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

Partial drawings and multiple drawings are permitted.

A failure to make any drawing at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.

Original Letter of Credit and all amendments need to be presented for a drawing. If it's a partial drawing, we will endorse the drawing amount on the back of the Original Letter of Credit and return the same to beneficiary.

EXHIBIT A UNDER STANDBY LETTER OF CREDIT NO.
REQUEST FOR TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY

Date: _____

[Bank Name and Address]

Re: Standby Letter of Credit No.

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE _____

ADDRESS OF TRANSFEREE _____

CITY, STATE/COUNTRY ZIP _____

(hereinafter, the “transferee”) all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such letter of credit and all amendment(s), if any, are returned herewith, and we ask you to issue a Transferred Letter of Credit or endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

In payment of your transfer commission in amount equal to ¼% of the amount transferred, minimum of \$250.00

The applicant has wired funds to you through _____ bank and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

Very truly yours, [BENEFICIARY NAME]

Authorized Signature

The signature(s) of _____ with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program.

(Signature of Authenticating Bank)

(Name of Bank)

(Printed Name/Title)

(Date)

(1)		FOR BANK USE ONLY
Confirmation of Authenticating Bank's signature performed by:		
Date:	Time:	a.m./p.m.
Addl Info.:		

EXHIBIT G

INSURANCE REQUIREMENTS

General Liability Insurance. Seller must obtain the following insurance coverage, which can be exceeded by Seller and may be met through any combination of primary insurance and following form excess or umbrella insurance so long as the combined limits meet requirements of this Agreement:

Commercial general liability insurance in an “occurrence” form with bodily injury and property damage combined liability limits of not less than [REDACTED]) per occurrence; provided, however: (i) Seller may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Seller uses a “claims-made” policy, it must maintain continuous coverage in effect for at least two (2) years beyond termination of this Agreement, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Effective Date of this Agreement.

Specific coverage for broad form contractual liability and a separation of insured provision.

Additional Insurance. In addition to the requirements above, Seller must acquire and maintain throughout the Term, the following additional types of insurance:

Workers’ Compensation. Workers’ compensation insurance in accordance with statutory requirements including employer’s liability insurance with limits not less than [REDACTED]) per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen’s and Harbor Worker’s Compensation Act and the Jones Act, where applicable.

Auto Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least [REDACTED]).

All Risk Property. All Risk Property insurance covering the Facility against physical loss or damage, with a minimum limit sufficient to cover replacement of the Facility, except physical loss or damage caused by flood, wind, or earthquake, which shall be insured up to \$10 million, to be procured at commercially reasonable terms and limits available in the marketplace. A deductible may be carried, which will be the absolute responsibility of Seller.

EXHIBIT H
FORM OF SURETY BOND

BOND NUMBER _____

POWER PURCHASE AGREEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
(hereinafter called "Principal"), and [_____] authorized to do business in the State of _____
(hereinafter called "Surety") are held and firmly bound unto _____
(hereinafter called "Obligee") as Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of _____
(\$_____) DOLLARS, good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written agreement with the above named Obligee, effective the _____ day of _____, 20____, for the

(hereinafter called "Agreement") which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Bond shall be null and void unless: (1) the above Agreement is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in Default under the above Agreement (hereinafter called "Default"), and is declared by the Obligee thereafter to be in Default; and (3) the Obligee has provided written notice of the Default to the Surety as promptly as possible, and in any event, within fifteen (15) days after such Default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

1. Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or
2. Pay the full amount of the above penal sum in complete discharge and exoneration of this Bond, and of all liabilities of the Surety relating hereto.

PROVIDED HOWEVER, that this Bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. This bond may be cancelled by providing sixty days (60) written notice of cancellation given by certified mail to the Obligee and to the Principal at the addresses stated below. Such cancellation shall in no way limit the liability of the Surety for subsequent defaults of the Principal's obligation incurred prior to such termination. In the event of cancellation, the Principal is responsible for providing alternate security to the Obligee thirty (30) days prior to the termination date, otherwise to be considered in Default under the Agreement and the Obligee shall be entitled to submit a Demand and receive payment under this Bond.
2. A reorganization under Chapter 11 of the US Bankruptcy Code by the Principal shall not constitute an event of Default recoverable under this Bond if they continue to perform their obligations under the Agreement.
3. In the event the Principal fails to make any payments due to the Obligee which would constitute the basis of a Default, within Ten (10) business days of Surety's receipt of a Demand for payment under this Bond (hereinafter called "Demand"), Surety shall pay to the Obligee the amount of such Demand. The Surety shall cause to be paid all payments then past due, and in so doing cure any Default under the Agreement. The Obligee may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond less any amounts previously paid by the surety.

4. Surety's liability under this Bond issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
5. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this Bond unless same be brought or instituted and process served upon the Surety within six (6) months following the effective cancellation date of this Bond.
6. Any notice given or required under this Agreement will be made to the following representatives of the Parties:
 - a. To: {Principal}
 - b. To: {Obligee}
 - c. To: {Surety}

In the event of conflict or inconsistency between the provisions of this Bond and the provisions of the above Agreement, the provisions of this Bond shall control. The Obligee's acceptance of this Bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

Sealed with our seals and dated this _____ day of _____ 20____.

WITNESS:

PRINCIPAL:

(Name & Title)

(Signature) (SEAL)

(Name & Title)

WITNESS:

SURETY:

(Name & Title)

(Signature) (SEAL)

(Name, as Attorney-in-Fact)

EXHIBIT I

ENVIRONMENTAL ATTRIBUTES ATTESTATION AND BILL OF SALE

I. Seller Information

Name of Seller: _____

Address of Seller: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____ Email Address: _____

II. Declaration

I, [NAME AND TITLE] , declare that the Environmental Attributes listed below were sold in accordance with that [AGREEMENT] dated as of [DATE] ("Agreement") exclusively from: _____("Seller") to [_____] ("Buyer").

# MWhs Environmental Attributes Transferred	Period of Generation (mm/yy)

I further declare that:

- 1) all the Environmental Attributes were generated by Seller;
- 2) to the best of my knowledge, the Environmental Attributes were not sold, marketed or otherwise claimed by a third party;
- 3) Seller transferred the Environmental Attributes only once, to Buyer;
- 4) the Environmental Attributes were not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Seller, nor, to the best of my knowledge, by any other entity;
- 5) all of the Environmental Attributes transferred to Buyer (as listed above) were generated at the [_____] facility, a [_____] -powered generation facility located in [County, State]; and
- 6) Environmental Attributes transferred to Buyer include RECs which shall be registered and eligible under the Applicable REC Program specified in the Agreement.

As an authorized agent of Seller, I attest that the above statements are true and correct.

Signature

Date

Place of Execution

EXHIBIT J

FORM OF LENDER CONSENT

In the event Seller collaterally assigns its rights hereunder to the Lender as security, any related Lender Consent will contain provisions substantially as follows:

Buyer will not terminate the Agreement other than as provided therein, without the prior written consent of the Lender.

In connection with the exercise of its rights under the Financing Documents, the Lender shall have the right, but not the obligation, to do any act required to be performed by Seller under the Agreement, and Buyer shall accept any such performance by the Lender any such performance by the Lender to the same extent as if such performance was rendered by Seller itself.

Lender shall not assume, sell or otherwise dispose of the Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Lender or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Agreement (a) executes and delivers to Buyer a written assumption of all of Seller's rights and obligations under the Agreement in form and substance reasonably satisfactory to Buyer, which include the obligation to cure any and all defaults of Seller under the Agreement which are capable of being cured and which are not personal to Seller; (b) satisfies and complies with all requirements of the Agreement; (c) if applicable, delivers to Buyer a replacement for any Credit Support that is required to be delivered and maintained by Seller under the Agreement; and (d) is a Permitted Transferee (as defined below). Lender further acknowledges that the assignment of the Agreement to Lender is for security purposes only and that Lender has no rights under the Agreement to enforce the provisions of the Agreement unless and until an event of default has occurred and is continuing under the Financing Documents (a "Financing Default") or under this Agreement, in which case Lender shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Agreement to the same extent and in the same manner as if Lender were an original party to the Agreement.

"Permitted Transferee" means any person or entity who (i) meets the Required Credit Rating set forth in the Agreement, (ii) has, or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED] years, solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED] MW, and (iii) is not a Prohibited Person or Entity. Lender may from time to time, following the occurrence of a Financing Default, notify Buyer in writing of the identity of a proposed transferee of the Agreement, which proposed transferee may include Lender, in connection with the enforcement of Lender's rights, which notice shall include evidence reasonably acceptable to Buyer that the proposed transferee satisfies the criteria set forth above. Upon receipt of such notice, Buyer shall, within thirty (30) Days of its receipt of such written notice, confirm to Lender whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if Buyer fails to so respond within such thirty (30) Day period such proposed transferee shall be deemed to be a "Permitted Transferee".

If Buyer becomes entitled to terminate the Agreement due to an uncured Event of Default by Seller, Buyer shall not terminate the Agreement unless it has first given notice of such uncured Event of Default to the Lender and has given the Lender an Additional Cure Period to cure such Event of Default. For the purposes of this Agreement, “Additional Cure Period” means (i) with respect to a monetary default, ten (10) Business Days in addition to the cure period (if any) provided to Seller in the Agreement, and (ii) with respect to a non-monetary default, thirty (30) Days in addition to the cure period (if any) provided to Seller in the Agreement. However, if the Lender requires possession of the Project in order to cure the Event of Default and commences foreclosure proceedings against Seller within thirty (30) Days of receiving notice of an Event of Default from Buyer or Seller, whichever is received first, Lender shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) Days; provided, however, that Lender shall provide a written notice to Buyer that it intends to commence foreclosure proceedings with respect to Seller within ten (10) Business Days of receiving a notice of such Event of Default from Buyer or Seller, whichever is received first.

Neither the Lender nor any other participant in the Project Debt shall be obligated to perform or be liable for any obligation of Seller under the Agreement until and unless any of them assumes the Agreement.

Any party taking possession of the Project through the exercise of the Lender’s rights and remedies shall remain subject to the terms of the Agreement and shall assume all of Seller’s obligations under the Agreement, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. In the event that the Lender or its successor assumes the Agreement in accordance with this paragraph, Buyer shall continue the Agreement with the Lender or its successor, as the case may be, substituted wholly in the place of Seller.

Within sixty (60) Days of any termination of the Agreement in connection with any bankruptcy or insolvency Event of Default of Seller, upon the request of Lender, the Lender (or its successor) and Buyer shall enter into a new power purchase agreement on the same terms and conditions as the Agreement and for the period that would have been remaining under the Agreement but for such termination.

Buyer agrees to execute an estoppel certificate substantially in the form of Attachment A.

[ATTACHMENT A TO EXHIBIT J]

[Buyer shall have the right to qualify and/or revise any representation, warranty and other statement that such representation, warranty or other statement is a true statement as of the date of this certificate.]

[Date]

Reference is made to that certain Power Purchase Agreement dated as of [____] (the “PPA”), by and between [____], a [____] organized and existing under the laws of [____] (“Buyer”); and [____], LLC, a [____] (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. Buyer is a [____] duly organized, validly existing and in good standing (if applicable) under the laws of the State of [____]. The execution and delivery by Buyer of this Estoppel Certificate have been duly authorized by all necessary action on the part of Buyer and do not require any further internal approval or consent of Buyer and do not violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Buyer.

The copy of the PPA, as amended, attached as Exhibit [____], constitutes a true and complete copy of the PPA.

To Buyer’s knowledge, as of the date hereof, the PPA is in full force and effect and the PPA has not been assigned or amended by Buyer. All representations and warranties of Buyer under the PPA were true and correct (as may be qualified by the terms of the Agreement) when made, and, to Buyer’s knowledge, remain true and correct in all material respects as of the date hereof, except for those that, by their nature or terms, apply only as of the date originally made[, except: _____].

As of the date hereof, (A) no default or event of default with respect to Buyer nor, to the Buyer’s knowledge, Seller, has occurred under the PPA, and (B) to Buyer’s knowledge, there are no material defaults (including breach(es) of the PPA existing as of the date hereof that are not yet defaults under the PPA because applicable cure periods have not yet expired) or circumstances which with the passage of time and/or giving of notice would constitute a default.

To Buyer’s knowledge, there is no event, act, circumstance or condition constituting an event of force majeure under the PPA.

To Buyer’s knowledge, Buyer has no existing counterclaims, offsets or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA. As of the date hereof, there is no pending or, to Buyer’s knowledge, threatened action or proceeding involving or relating to Buyer before any court, tribunal, governmental authority or arbitrator which purports to materially affect the legality, validity or enforceability of the PPA. There exist no pending or to the Buyer’s

knowledge, threatened disputes or legal proceedings under the PPA or otherwise between Buyer and Seller.

All payments due, if any, under the PPA by Buyer have been paid in full through the period ending on the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

By:

Title:

Name:

EXHIBIT K

PARTICIPANT LIST

FMPA Solar II Project Participants	Share of Rice Creek Solar
Homestead Public Services	3.338%
City of Lake Worth Beach Utilities	17.723%
City of Mount Dora	1.335%
New Smyrna Beach Utilities Commission	6.676%
Winter Park Electric Utility	6.676%
Total	35.748%

For reference only:

FMPA All-Requirements Power Supply Project Participants	Share of Rice Creek Solar
Beaches Energy Services	10.013%
Fort Pierce Utilities Authority	10.013%
Town of Havana	0.167%
Keys Energy Services	16.689%
Kissimmee Utility Authority	13.351%
City of Newberry	0.668%
Ocala Utility Services	13.351%
Total	64.252%

EXHIBIT L

FORM OF PROGRESS REPORT



Project:
Recipient:

PROJECT PROGRESS REPORT

Pursuant to Section 4.1(f) of the Agreement, after the Effective Date and before the Commercial Operation Date, Seller will provide Buyer with quarterly progress reports advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller's best estimate of the Commercial Operation Date.

I. Overview

Milestone	Expected Completion	Status	Notes
Interconnect Screening Study		Pending	
Start of Permitting		Pending	
Completion of Site Studies		Pending	
Interconnection Application		Pending	
System Impact Study		Pending	
Local Permitting Complete		Pending	
Facilities Study		Pending	
Interconnection Agreement		Pending	
Construction NTP		Pending	
Start of Major Equipment Delivery to Site		Pending	
85% Capacity Available		Pending	
Back Feed Available		Pending	
COD		Pending	



II. Status Updates

- **Interconnection Agreement**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Permits, Licenses, Easements and Approvals to Construct**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Construction Notice To Proceed**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Major Equipment Delivered to Site**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Commercial Operation Date**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:

Report Completed: [Date, Sender Initials]

EXHIBIT M

FORM OF SOLAR II PROJECT POWER SALES CONTRACT

Solar II Project

Power Sales Contract

Between

**Florida Municipal Power Agency,
Solar II Power Project**

and

[Member name]

TABLE OF CONTENTS

<u>SECTION 1.</u>	<u>Definitions and Explanations of Terms. As used herein:</u>	2
<u>SECTION 2.</u>	<u>Term & Termination.</u>	3
<u>SECTION 3.</u>	<u>Sale and Purchase.</u>	4
<u>SECTION 4.</u>	<u>Project Budget.</u>	4
<u>SECTION 5.</u>	<u>Billing, Payment, Disputed Amounts.</u>	4
<u>SECTION 6.</u>	<u>Scheduling of Deliveries; Transmission.</u>	5
<u>SECTION 7.</u>	<u>Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters,</u> <u>and Solar 2 Project Committee</u>	6
<u>SECTION 8.</u>	<u>Availability of Entitlement Shares.</u>	6
<u>SECTION 9.</u>	<u>Accounting.</u>	7
<u>SECTION 10.</u>	<u>Information to be Made Available.</u>	7
<u>SECTION 11.</u>	<u>Covenants.</u>	7
<u>SECTION 12.</u>	<u>Event of Default – Project Participant.</u>	8
<u>SECTION 13.</u>	<u>Default by FMPPA.</u>	9
<u>SECTION 14.</u>	<u>Abandonment of Remedy.</u>	9
<u>SECTION 15.</u>	<u>Waiver of Default.</u>	9
<u>SECTION 16.</u>	<u>Relationship to and Compliance with Other Instruments.</u>	9
<u>SECTION 17.</u>	<u>Measurement of Electric Energy.</u>	10
<u>SECTION 18.</u>	<u>Liability of Parties.</u>	10
<u>SECTION 19.</u>	<u>Assignment or Sale of Project Participant's Solar Entitlement Share.</u>	10
<u>SECTION 20.</u>	<u>Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.</u> 11	
<u>SECTION 21.</u>	<u>Termination or Amendment of Contract.</u>	11
<u>SECTION 22.</u>	<u>Notice and Computation of Time.</u>	11
<u>SECTION 23.</u>	<u>Applicable Law; Construction.</u>	12
<u>SECTION 24.</u>	<u>Severability.</u>	12
<u>SECTION 25.</u>	<u>Solar 2 Project Responsibility</u>	12

SOLAR II PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT is made and entered into as of _____, 2019, by and between FLORIDA MUNICIPAL POWER AGENCY, a legal entity organized under the laws of the State of Florida ("FMPA") and [Member name], a [describe Member], a member of FMPA (the "Project Participant").

WITNESSETH:

WHEREAS, FMPA was created to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage in the generation of Electric Energy; and

WHEREAS, FMPA is authorized and empowered, among other things, (i) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in one or more electric projects; (ii) to issue its bonds, notes or other evidences of indebtedness to pay all or part of the costs of acquiring such electric projects; and (iii) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and

WHEREAS, Origis Energy, including its successors or assigns, ("Seller") is developing solar photovoltaic single-axis tracking electric generating facilities having nameplate capacities of 74.9 MW alternating current ("ac"), which will be designed, financed, constructed and operated by Seller in Alachua and Putnam Counties, Florida ("Solar Facility"); and

WHEREAS, FMPA has entered into Power Purchase Agreements between Seller and FMPA on behalf of the Solar II Project ("Solar PPA"), a copies of which are attached to this Power Sales Contract as "Attachment A," and FMPA will purchase and receive a portion of the as-available net Electric Energy output and associated Renewable Energy Attributes and Facility Attributes produced by Solar Facility (referred to cumulatively in this Power Sales Contract as the "Solar Product"); and

WHEREAS, FMPA will take or cause to be taken all steps necessary for delivery to Project Participant and the other Project Participants of their respective share of the Solar Product produced from or attributable to the Solar Facility and delivered to FMPA under the Solar PPA, and will sell the Solar Product from the Solar Facility pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other Project Participants; and

WHEREAS, the execution of the Solar PPA for the supply of Solar Product produced by or attributable to the Solar Facility to the Project Participant and the other Project Participants contracting with FMPA therefore is authorized by the Interlocal Agreement creating the Florida Municipal Power Agency FMPA, as amended to date and as such Interlocal Agreement has been supplemented by a resolution adopted by the Board of FMPA at a meeting duly called and duly held on December 12, 2019, which Interlocal Agreement, as so amended and supplemented, constitutes "an agreement to implement a project" and a "joint power agreement" for the Solar II Project, as such terms are used in Chapter 361, Part II, Florida Statutes, as amended; and

WHEREAS, in order to pay the cost of acquiring the Solar Product produced by or attributable to the Solar Facility under the Solar PPA, it is necessary for FMPA to have substantially similar binding contracts with the Project Participant and such other Project Participants purchasing Solar Product produced by or attributable to the Solar Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein:

Allocable A&G Costs shall mean administrative and general costs incurred by FMPA that have been allocated to the Solar II Project by the FMPA Board of Directors. The initial allocation of Allocable A&G Costs is attached to this Power Sales Contract as “Attachment B,” as it may be amended from time to time at the discretion of the FMPA Board of Directors.

Annual Budget means the budget adopted by the Board of FMPA pursuant to paragraph (a) of 0 hereof which itemizes the estimated Monthly Energy Costs and Project Related Costs for the following Contract Year, or, in the case of an amended Annual Budget adopted by the Board of FMPA, during the remainder of a Contract Year, and the Project Participant's share, if any, of each.

Board shall mean the Board of Directors of FMPA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on October 1 of each year, except that the first Contract Year shall commence on 12:01 a.m. on **December 12, 2019**, and shall expire at 12:00 a.m. the next succeeding October 1.

Discretionary Term Decision shall have the meaning set forth in 0 of this Power Sales Contract.

Downgrade Event shall have the meaning set forth in the Solar PPA.

Effective Date shall have the meaning set forth in 0 of this Power Sales Contract.

Electric Energy shall mean kilowatt hours (kWh).

Energy Price means the price (\$/MWh) to be paid by FMPA under the Solar PPA for Solar Product produced by the Solar Facility and delivered by Seller to FMPA.

Energy Share shall mean FMPA's 53.55 MW share under the Solar PPA in the Solar Product produced by or associated with the Solar Facility.

Facility Attributes has the meaning given in the Solar PPA.

Initial Energy Delivery Date shall have the meaning provided for in the Solar PPA.

Interlocal Agreement means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

Month shall mean a calendar month.

Monthly Energy Costs shall mean, with respect to each Month of each Contract Year, the product of (i) the Energy Price and (ii) the quantity of Solar Product delivered by Seller to FMPA.

Point of Delivery shall mean the high side of the generator step-up transformer of the Solar Facility.

Power Sales Contracts shall mean this Power Sales Contract and the other Power Sales Contracts, dated the date hereof, between FMPA and the other Project Participants, all relating to the Solar PPA and Solar Facility, as the same may be amended from time to time, and any substantially similar contract entered into by FMPA in connection with any transfer or assignment in accordance with this Power Sales Contract.

Project Development Fund Costs shall mean those costs incurred by FMPA and funded by the FMPA Project Development Fund used for the establishment of the FMPA Solar II Project. The Project Development Fund Costs as of the Effective Date are set forth in “Attachment D” of this Power Sales Contract.

Project Related Costs shall mean the costs incurred under the Solar PPA other than Monthly Energy Costs, as well as any other costs incurred by FMPA directly attributable to the Solar II Project, including,

without limitation, Allocable A&G Costs, any amounts to reimburse FMPA Project Development Fund Costs, a Working Capital Allowance, any costs associated with real-time monitoring of the output from the Solar Facility to facilitate Project Participants' transmission scheduling requirements, any credit or payment assurance amounts that may be required under the Solar PPA due to a Downgrade Event, as such term is defined in the Solar PPA, among others.

Project Participants shall mean the parties, including the Project Participant, other than FMPA, to Power Sales Contracts substantially similar hereto.

Renewable Attributes has the meaning given in the Solar PPA.

Schedule of Project Participants shall mean the Schedule of Project Participants contained in Schedule 1 attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Seller shall have the meaning set forth in the Recitals of this Power Sales Contract.

Solar Entitlement Share shall mean, with respect to each project Participant, that percentage of FMPA's Energy Share from the Solar Facility shown opposite the name of such Project Participant in the Schedule of Project Participants as the same may be adjusted from time to time in accordance with the provisions hereof.

Solar II Project shall mean the contractual arrangements and agreements for the purchase of Solar Product by FMPA pursuant to the Solar PPA and sale of the Solar Product to Project Participant pursuant to this Power Sales Contract.

Solar II Project Committee has the meaning set forth in 0 of this Power Sales Contract.

Solar Facility shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar Product shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar PPA shall have the meaning set forth in the recitals of this Power Sales Contract.

Transmission Service Provider shall mean the transmission service provider(s) to which the Solar Facility is interconnected.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission (or its successor in function) Uniform Systems of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

Working Capital Allowance shall mean funds acquired by the Solar II Project in such amounts as shall be deemed reasonably necessary by the FMPA Board of Directors to provide for any working capital needs, including providing for the Solar II Project's ability to pay the Seller in the event of non-payment by one or more Project Participants. The initial Working Capital Allowance and the method of funding is described in "Attachment C" to this Power Sales Contract.

SECTION 2. Term & Termination.

Effective Date. This Power Sales Contract shall become effective upon the last date of execution and delivery of all Power Sales Contracts by all Project Participants originally listed in the Schedule of Project Participants and by FMPA (the "Effective Date") and shall, unless this Power Sales Contract is terminated early pursuant hereto, continue until the expiration or earlier termination of the Solar PPA. Unless a Project Participant terminates this Agreement pursuant to Section 19(a) by paying all stranded cost obligations, neither termination nor expiration of this Power Sales Contract shall affect any accrued liability or obligation hereunder. Notwithstanding the foregoing, in the event it is ultimately determined that any other Project Participant failed to duly and validly execute and deliver its Power Sales Contract, or if any other Power Sales Contract, or any portion thereof, shall be deemed invalid or unenforceable for any other

reason whatsoever, such determination shall in no way affect the commencement, term or enforceability of this Power Sales Contract or the Project Participant's obligations hereunder.

Early Termination. Project Participant may terminate this Power Sales Contract pursuant to 0 of this Power Sales Contract.

SECTION 3. Sale and Purchase.

Commencing on the Initial Energy Delivery Date of the Solar Facility, FMPA shall purchase from Seller in accordance with the terms and conditions of the Solar PPA, and FMPA agrees to and does sell, and the Project Participant agrees to and does hereby purchase, the Project Participant's Solar Entitlement Share. The Project Participant shall, in accordance with and subject to the provisions of 0 hereof, pay FMPA (i) for its Solar Entitlement Share, an amount determined by multiplying Monthly Energy Costs by the Project Participant's Solar Entitlement Share, and (ii) for its share of monthly Project Related Costs, an amount determined by multiplying the Project Related Costs for such Month by Project Participant's Solar Entitlement Share. FMPA shall provide documentation evidencing the conveyance of the Renewable Attributes associated with the Solar Product to Project Participant in a form acceptable to FMPA and Project Participant.

SECTION 4. Project Budget.

In accordance with the FMPA Board of Directors' annual schedule for budget development, the Solar II Project Committee shall develop and approve a budget for the Solar II Project and submit the same to the FMPA Board of Directors for approval. As part of the budget process, the Solar II Project Committee will review Project Related Costs, including the Allocable A&G and the Working Capital Allowance, to ensure the appropriate amount of resources are allocated the Solar II Project.

On or before August 1, 2020, and on or before August 1 prior to the beginning of each Contract Year thereafter, the Board of FMPA shall review the proposed Solar II Project budget submitted by the Solar II Project Committee, and shall adopt and submit to the Project Participant an Annual Budget for the following Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder and serve as a basis for Project Participants' payments hereunder for Monthly Energy Costs and Project Related Costs for such Contract Year.

During each Contract Year, the Solar II Project Committee or Board may review its Annual Budget for the remainder of the Contract Year at any time as it shall deem desirable. In the event such or any other review indicates that such Annual Budget will not substantially correspond with actual Monthly Energy Costs, or actual Project Related Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting the Monthly Energy Costs, or Project Related Costs, the Solar II Project Committee shall recommend and the Board of FMPA shall adopt and submit to each Project Participant an amended Annual Budget applicable to the remainder of such Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder for the remainder of such Contract Year and serve as the basis for the Project Participant's monthly payments for Monthly Energy Costs and Project Related Costs hereunder for the remainder of such Contract Year.

SECTION 5. Billing, Payment, Disputed Amounts.

On or before the 10th day of each Month beginning with the second Month of the first Contract Year following the Effective Date, FMPA shall render to the Project Participant a monthly statement showing, in each case with respect to the prior Month, the amount of energy delivered for each hour and the amounts payable by Project Participant in respect of the following (i) the Monthly Energy Costs; (ii) the Project Related Costs; and (iii) any amount, if any, to be credited to or paid by the Project Participant pursuant to the terms of this Power Sales Contract.

Monthly payments required to be paid to FMPA pursuant to this 00 shall be due and payable to FMPA on the 25th day of the Month in which the monthly statement was rendered. The Project Participant

shall make payment to FMPA by the transfer of funds from the Project Participant's bank account, using an ACH Push or domestic Wire Transfer, through instructions to be provided by FMPA to the Project Participant.

If payment in full is not made on or before the close of business on the due date, a delayed payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage prime rate of interest plus 5%, or the maximum rate lawfully payable by the Project Participant, whichever is less. If said due date is Saturday, Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge.

In the event of any dispute that is known by Project Participant, or should have reasonably been known, as to any portion of any monthly statement, the Project Participant shall nevertheless pay the full amount of such disputed charges when due and shall give written notice of such dispute to FMPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. FMPA shall give consideration to such dispute and shall advise the Project Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the statement next submitted to the Project Participant after such determination. If it is determined that the disputed amount is in the favor of the Participant, to the extent that FMPA earned any interest on the amount withheld, then interest actually earned shall be applied to the overpaid amount.

The obligation of the Project Participant to make the payments under this 0 shall constitute an obligation of the Project Participant payable as an operating expense of the Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system. The obligation of the Project Participant to make payments under this Power Sales Contract shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be otherwise conditioned upon performance of FMPA or Seller under the Solar PPA or the performance by FMPA under this or any other agreement or instrument or the validity or enforceability of any other Power Sales Contract or any other agreement between FMPA and any other Project Participant; provided, however, that the Monthly Energy Costs payable by Project Participant shall reflect the Project Participant's Solar Entitlement Share of the quantity of Solar Product made available by the Seller at the Point of Delivery, and payable by FMPA under the Solar PPA, during that month. The obligation of the Project Participant to make payments under this 00 shall not constitute a debt of the Project Participant within the meaning of any constitutional or statutory provision or limitation or a general obligation of or pledge of the full faith and credit of the Project Participant, and neither the Project Participant nor the State of Florida or any agency or political subdivision thereof shall ever be obligated or compelled to levy ad valorem taxes to make the revenues provided for in this 0, and the obligation of the Project Participant to make payments pursuant to this 0 shall not give rise to or constitute a lien upon any property of the Project Participant or any property located within its boundaries or service area.

SECTION 6. Scheduling of Deliveries; Transmission.

FMPA shall cause Seller, or Seller's agent, to schedule and deliver FMPA's Energy Share to the Point(s) of Delivery in accordance with standard scheduling and dispatching procedures. Unless otherwise agreed to in writing by FMPA and Project Participant, Project Participant shall be responsible for scheduling the delivery of its Solar Entitlement Share of Electric Energy, as well as the associated transmission service, from the Point(s) of Delivery to Project Participant's electric system. Upon request, FMPA, or its agent, shall provide such Project Participant with the Seller's daily forecasted output of the Solar Facility as provided by Seller pursuant to the Solar PPA. FMPA, or its agent, shall maintain communication with the Project Participant regarding Solar Facility forecasts and real-time output in order

to enable Project Participant to modify its transmission schedules with its transmission service provider to align with the Solar Facility's actual output.

Project Participant shall be responsible for securing transmission service necessary to deliver the Solar Energy from the Point of Delivery to Project Participant's electric system. To the extent this transmission service requires upgrades to Project Participant's transmission service provider's transmission system, Project Participant shall be responsible for ensuring all upgrades are complete and Project Participant is able to receive its Solar Entitlement Share prior to the Initial Energy Delivery Date, as defined in the Solar PPA, or otherwise arrange for alternative transmission arrangement for, or disposal of, its Solar Entitlement Share until such time as Project Participant can receive it. Project Participant shall be responsible for enforcing its rights under its transmission service agreement(s) and its transmission service provider's Open Access Transmission Tariff ("OATT") regarding the transmission service provider's obligation to make such upgrades.

All of the provisions of this 0 are subject to the provisions of the Solar PPA, and in the event of any inconsistencies between this 0 and the provisions of the Solar PPA governing scheduling, the terms of the Solar PPA shall govern.

SECTION 7. Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar II Project Committee.

The Solar PPA includes several provisions that allow the Solar II Project to exercise discretion regarding whether to extend the Term of the Solar PPA or to continue the existing Term of the Solar PPA despite a triggering event under the terms of the Solar PPA that permit early termination (hereinafter referred to as "Discretionary Term Decisions"). Such Discretionary Term Decisions may include, for example but without limitation, options for extension of the Term of the Solar PPA beyond the Initial Term, options for continuing or terminating obligations related to portions of the solar capacity that do not make commercial operation deadlines, and options for early termination of the Solar PPA if certain conditions precedent are not met. Project Participant and all other Project Participants will each designate a representative to serve on the Solar II Project Committee. The Committee will meet in advance of any Discretionary Term Decisions provided for under the Solar PPA, and as FMPPA or any Project Participant may request, with 30 day advance Notice (or less if the matter at hand so requires). The Solar II Project Committee shall meet not less than 180 days prior to the expiration of the Initial Term or a Renewal Term, as defined in the Solar PPA, if any, to decide whether to extend the Term of the Solar PPA. In making any Discretionary Term Decision, the Solar II Project Committee will vote on the matter. If the Solar II Project Committee unanimously decides to exercise a Discretionary Term Decision, then such unanimous consent shall be presented to the FMPPA Board of Directors as a recommendation for action on the matter. If one or more Solar II Project Participants do not wish to exercise a Discretionary Term Decision, then the other Solar II Project Participants may elect to assume the Solar Entitlement Share of those Project Participant(s) that do not wish to exercise the Discretionary Term Decision. In such event, the non-exercising Project Participant(s)' Solar II Project Power Sales Contract shall be terminated, and the Power Sales Contract of the assuming Project Participant(s)' shall be amended to reflect the revised Solar Entitlement Shares. In the event that the Project Participant(s) that wish to exercise the Discretionary Term Decision cannot agree to assume 100% of the terminating Project Participant(s)' Solar Entitlement Share, then the Discretionary Term Decision shall not be exercised.

All other, non-Discretionary Term Decisions made by the Solar II Project Committee shall be by a simple majority, with each Project Participant having one equally-weighted vote on Solar II Project matters. After formation of the Solar II Project, each Project Participant shall designate a representative to serve on the Solar II Project Committee. The Solar II Project Committee shall develop a Solar II Project Committee Charter for review and approval of the Board of Directors.

SECTION 8. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Solar PPA, the Project Participant's Solar Entitlement Share shall be made available for delivery to each Project Participant by FMPA in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that, regardless of the amount of Solar Product actually delivered in any given month, Project Participant shall be obligated to make its payments under 0 hereof all for non-energy related Project Related Costs.

SECTION 9. Accounting.

FMPA agrees to keep accurate records and accounts relating to the Solar II Project and relating to Monthly Energy Costs, and Project Related Costs, in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. Said accounts shall be audited annually, which audit may be conducted as part of and in connection with the normal year-end audit of FMPA, by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by FMPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by FMPA to the Project Participant not later than 120 days after the end of each Contract Year.

The Project Participant shall supply to FMPA upon request a copy of the Project Participant's annual financial audit. Project Participant shall notify FMPA in writing immediately upon becoming aware of any event that may negatively affect the Project Participant's credit rating or cause a Downgrade Event, as defined in the Solar PPA.

SECTION 10. Information to be Made Available.

Based, in each case, upon the data most recently available to FMPA pursuant to the Solar PPA, at intervals requested by Project Participant, FMPA will prepare and issue to the Project Participant the following reports:

- status of the Solar II Project annual budget,
- status of construction of the Solar Facility during construction, as received from Seller, and
- operating statistics relating to Solar II Project, as received from Seller

Upon request, FMPA shall furnish or otherwise make available to the Project Participant all other information which FMPA receives from Seller pursuant to the Solar PPA.

FMPA shall promptly provide Project Participant copies of any notices made or received by FMPA pursuant to the Solar PPA.

Project Participant shall, upon request, furnish to FMPA all such information as is reasonably required by FMPA to carry out its obligations under this Power Sales Contract and the Solar PPA. As the Solar II Project is obligated to demonstrate creditworthiness as a requirement of the Solar PPA and report to Seller any Downgrade Event, Project Participants will cooperate with FMPA and will promptly notify FMPA of any event experienced by Project Participant that may cause or contribute to a Downgrade Event.

SECTION 11. Covenants.

Project Participant Covenants. Project Participant agrees (1) to maintain its electric utility system in good repair and operating condition; (2) to cooperate with FMPA in the performance of the respective obligations of such Project Participant and FMPA under this Power Sales Contract; (3) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds

sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Power Sales Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric utility system; and (4) take such action and execute and deliver all documents and information reasonably necessary to enable FMPA to perform its obligations under the Solar PPA.

Project Participant agrees that any power purchase agreement entered into by Project Participant after the Effective Date of this Power Sales Contract, including, without limitation, any full-requirements power supply agreement, with any third party shall permit Project Participant to purchase and receive Solar Product pursuant to this Power Sales Contract.

FMPA Covenants. FMPA covenants that it shall administer and enforce against the Seller the terms and conditions of the Solar PPA, including complying with any covenants required therein, as advised by the Solar II Project Committee and directed by the FMPA Board of Directors.

SECTION 12. Event of Default – Project Participant.

Failure of the Project Participant to make to FMPA when due any of the payments for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Project Participant.

Continuing Obligation, Right to Discontinue Service. In the event of any default referred to in this 0 hereof, the Project Participant shall not be relieved of its liability for payment of the amounts in default, plus reasonable attorney's fees and costs, and FMPA shall have the right to recover from the Project Participant any amount in default. In enforcement of any such right of recovery, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Project Participant, and FMPA shall, upon ten (10) days written notice to the Project Participant, cease and discontinue, either permanently or on a temporary basis, providing all or any portion of the Project Participant's Solar Entitlement Share, at the discretion of the Solar II Project Committee.

Transfer of Solar Entitlement Shares Following Default. In the event of a default by any Project Participant and permanent discontinuance of service pursuant to this 0 of such Project Participant's Power Sales Contract, FMPA is hereby appointed the agent of such Project Participant for the purpose of disposing of such Project Participant's Solar Entitlement Share and as such agent, FMPA shall proceed to dispose of such defaulting Project Participant's Solar Entitlement Share as follows:

FMPA shall first offer to transfer to all other non-defaulting Project Participants a pro rata portion of the defaulting Project Participant's Solar Entitlement Share which shall have been discontinued by reason of such default. Any part of such Solar Entitlement Share of a defaulting Project Participant which shall be declined by any non-defaulting Project Participant shall be reoffered pro rata to the non-defaulting Project Participants which have accepted in full the first such offer; such reoffering shall be repeated until such defaulting Project Participant's Solar Entitlement Share has been reallocated in full or until all non-defaulting Project Participants have declined to take any portion or additional portion of such defaulting Project Participant's Solar Entitlement Share.

In the event less than all of a defaulting Project Participant's Solar Entitlement Share shall be accepted by the other non-defaulting Project Participants pursuant to clause (1), FMPA shall, to the extent permitted by law, use commercially reasonable efforts to sell the remaining portion of a defaulting Project Participant's Solar Entitlement Share for the remaining term of such defaulting Project Participant's Power Sales Contract with FMPA. The agreement for such sale shall contain such terms and conditions, including provisions for discontinuance of service upon default, and as are otherwise acceptable to the Solar II Project Committee.

Any portion of the Solar Entitlement Share of a defaulting Project Participant transferred pursuant to SECTION 12(c)(1) to a non-defaulting Project Participant shall become a part of and shall be added to the Solar Entitlement Share of such Project Participant(s), and each such Project Participant(s) shall be obligated to pay for its Solar Entitlement Share increased as aforesaid, as if the Solar Entitlement Share of such Project Participant(s), increased as aforesaid, had been stated originally as the Solar Entitlement Share of such Project Participant(s) in its Power Sales Contract with FMPA; provided, however, that the Project Participant assuming the defaulting Project Participant's Power Entitlement share shall not be liable for, and the defaulting Project Participant shall remain liable for, any amounts owed by the defaulting Project Participant prior to the assignment and assumption of the defaulting Project Participant's Power Entitlement Share.

The defaulting Project Participant shall remain liable for all payments to be made on its part pursuant to the Power Sales Contract, except that the obligation of the defaulting Project Participant to pay FMPA shall be reduced to the extent that payments shall be received by FMPA, net of any administrative and reasonable attorney's fees and costs incurred by FMPA that is caused by the default, for that portion of the defaulting Project Participant's Solar Entitlement Share which may be transferred or sold or for the Solar Product associated therewith which may be sold as provided in clauses (1), (2), or (3) of this 0. Notwithstanding the foregoing, to the extent a defaulting Project Participant has failed to pay its Solar II Project invoice, in order to prevent FMPA from defaulting under the Solar PPA, the non-defaulting Project Participants' monthly Solar II Project invoices shall be increased on a pro rata basis, based on such Project Participants Solar Entitlement Shares, unless and until FMPA shall recover from the defaulting Project Participants amounts owed, upon which FMPA shall reimburse the non-defaulting Project Participants.

Other Default by Project Participant. In the event of any default by the Project Participant under any other covenant, agreement or obligation of this Power Sales Contract which has not been cured within thirty (30) days after receipt of notice by FMPA, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Project Participant. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 13. Default by FMPA.

In the event of any default by FMPA under any other covenant, agreement or obligation of this Power Sales Contract, Project Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against FMPA. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 14. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of FMPA and the Project Participant shall continue as though no such proceedings had been taken.

SECTION 15. Waiver of Default.

Any waiver at any time by either FMPA or the Project Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 16. Relationship to and Compliance with Other Instruments.

The performance of FMPA under this Power Sales Contract is made subject to the terms and provisions of the Solar PPA.

SECTION 17. Measurement of Electric Energy.

FMPA will or will cause Seller to install, maintain, and operate the metering equipment, required to measure the quantities of Electric Energy produced and delivered from the Solar Facility in accordance with the Solar PPA. Each meter used pursuant to this 0 shall be tested and calibrated in accordance with the Solar PPA.

SECTION 18. Liability of Parties.

Any liability which is incurred by FMPA pursuant to the Solar PPA and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of FMPA derived from the Solar II Project, and any payments made by FMPA, or which FMPA is obligated to make, to satisfy such liability shall become part of Monthly Energy Costs, as required in order to satisfy the obligation of FMPA to make such payments as provided in the Solar PPA.

SECTION 19. Assignment or Sale of Project Participant's Solar Entitlement Share.

Project Participant may terminate this Power Sales Contract upon 90 days advance written notice to FMPA and provided that Project Participant pay, prior to the termination date, the amounts set forth in this 0. Prior to the termination date, Project Participant shall pay to FMPA all stranded cost obligations, as determined by FMPA, to hold the other, non-terminating, Project Participants harmless from the costs associated with Project Participant's termination. For purposes of this 0, stranded cost obligations are defined as an estimate of the solar energy costs that FMPA will pay for the terminating Project Participant's Solar Entitlement Share during each remaining month of the remaining Initial Term of the Solar PPA based on a forecast of expected solar production. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PVsyst or its successor/peer products) reflective of a degradation rate of 0.5% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the Solar PPA Initial Term. Upon such payment and termination, Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract. The terminating Project Participant's Solar Entitlement Share shall be allocated to the remaining Project Participants on a pro rata basis based on their Solar Entitlement Shares.

Project Participant may assign this Power Sales Contract to another Project Participant or another FMPA member, provided that such assignee agrees to fully assume, and fully accept all terms and conditions of, this Power Sales Contract for the Term hereof. If assigned to a FMPA member that is not a Project Participant, such assuming FMPA member shall become a Project Participant upon its assumption of the Power Sales Contract. Upon such assignment and assumption, this Power Sales Contract shall terminate, and Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract.

In the event the Project Participant shall determine that all or any amount of the Solar Product which can be produced from the Project Participant's Solar Entitlement Share are in excess of the requirements of the Project Participant, or Project Participant no longer desires to purchase and receive its Solar Entitlement Share, at the written request of the Project Participant, FMPA shall use commercially reasonable efforts to sell and transfer on behalf of such Project Participant for any period of time all or any part of such excess Solar Product to such other Project Participant or Participants as shall agree to take such Solar Product at such prices as may be agreed to, provided, however, that in the event the other Project Participants do not agree to take the entire amount of such excess, FMPA shall have the right, to the extent permitted by law, to dispose of such excess to other utilities. If all or any portion of such excess of the Project Participant's Solar Entitlement Share is sold pursuant to this 0, then the Project Participant's Solar

Entitlement Share shall not be reduced, and the Project Participant shall remain liable to FMPA to pay the full amount due as if such sale had not been made; except that such liability shall be discharged to the extent that FMPA shall receive payment for such excess from the purchaser or purchasers thereof and that any amounts received by FMPA as payment for such excess which is greater than the liability owed by the Project Participant to FMPA in respect of such excess shall be promptly paid or credited by FMPA to the Project Participant.

SECTION 20. Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.

This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in (1) SECTION 12 hereof in the event of a default; (2) 0, and (3) 0, neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. The Solar II Project Committee shall make a recommendation on any assignment of a Power Sales Contract hereunder to the FMPA Board of Directors for their action.

Project Participant agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to FMPA and, in any event, will not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall, subject to the Solar PPA, assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, if any, and any such purchaser or lessee shall assume all obligations of the Project Participant under this Power Sales Contract; and (ii) FMPA shall by affirmative vote of the FMPA Solar II Project Committee reasonably determine that such sale, lease, abandonment or other disposition will not materially adversely affect FMPA's ability to meet its obligations under the Solar PPA.

SECTION 21. Termination or Amendment of Contract.

This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

This Power Sales Contract may be terminated by FMPA by notice to the Project Participant upon an event of default by Project Participant that has not been cured in accordance with this Power Sales Contract.

No Power Sales Contract entered into between FMPA and another Project Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Project Participants, and upon similar amendment being made to the Power Sales Contract of any other Project Participants requesting such amendment after receipt by such Project Participant of notice of such amendment.

SECTION 22. Notice and Computation of Time.

Any notice or demand by the Project Participant to FMPA under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission to the following:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.lamar.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

Any notice or demand by FMPA to the Project Participant under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission, and addressed to the Project Participant at the address set forth on Schedule 1 hereto.

A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day) and a notice of overnight mail or courier shall be deemed to have been received two (2) business days after it was sent or such earlier time as is confirmed by the receiving Party.

The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 23. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the laws of the State of Florida. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 25. Solar II Project Responsibility

This Power Sales Contract is a liability and obligation of the Solar II Project only. No liability or obligation under this Power Sales Contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of FMPA generally, any individual FMPA member other than Project Participant, or any of any other “project” of FMPA as that term is defined in the Interlocal Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

[Member name]

(SEAL)

By: _____
[name]
[Title]

Attest:

Date: _____

[name]
[title]

Approved as to form and legal sufficiency:

By: _____
City Attorney

ATTACHMENT A
POWER PURCHASE AGREEMENTS

ATTACHMENT B

FMPA PROCESS FOR DETERMINING ALLOCABLE A&G COSTS

FMPA uses a process to determine the Administrative and General costs (A&G) that will be incurred to effectively manage its non-ARP power supply projects. FMPA's Board approves the process and the allocations to power supply project participants when the Board approves each annual power supply project budget. The process is subject to annual review and approval by the Board, and thus, may change from time to time.

The total A&G allocated to the Solar II Project will not exceed 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects, and annual increases in total A&G allocated shall be commensurate with annual salary increases of such highest costs non-executive level FMPA position. Any revision to this approach shall require the approval of the Solar II Project Committee. As of the Effective Date of this Agreement, the amount equal to 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects is \$232,447.

The following describes the power supply project A&G cost determination process for the FY2018 Budget and provides an example of how A&G costs will be allocated to Solar II Project and ARP Solar Participants, starting with the FY2020 budget:

- 1) Staff determines the FMPA positions that are essential to effective management of the Projects.
- 2) Staff determines the percent time each position spends serving the needs of each the Projects and the ARP.
- 3) The allocable cost of each position to each of the Projects is the percent time this position spends serving the needs of each the Projects determined in 2) multiplied by the current mid-point of the salary range of the position as maintained by FMPA's Human Resources Department and approved by the Board, and multiplied by FMPA's overhead adder percentage.
- 4) The total A&G allocated to each Project is the sum of the allocable costs of each position essential to effective management of the Project.
- 5) Once the annual A&G costs to be allocated to the Solar II Project is determined, the amount is divided by 12 to arrive at the monthly allocable A&G costs.
- 6) For Solar II Project, the monthly allocable A&G costs will be divided by the total amount of the solar energy received by the Solar II Project for the billing month to determine a monthly allocable A&G rate (\$/MWh). Each Solar II Project pays this rate times the amount of solar energy each Participant received during the billing month.
- 7) The table below is an example of the calculation of annual and monthly allocable A&G costs to each power supply project and the Solar II Project for the FY2020 Budget using cost data and the process approved for the FY2020 Budget. This allocation process is subject to Board approval each year.

		Example A&G Allocation for FY 2020 Budget						
Position	FY 2019 Mid Point Salary	ARP	STN	Tri-City	STN 2	St Lucie	Solar	Solar 2
General Manager	\$225,000	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Admin Asst.	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Engineering	\$196,197	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Engineer	\$116,129	18.0%	18.0%	18.0%	18.0%	18.0%	5.0%	5.0%
Engineering Assistant	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Finance	\$185,092	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Mgr. Contracts Compliance	\$123,097	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accountant III	\$116,129	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accounting Clerk	\$43,126	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Payroll Clerk PT	\$45,714	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Total	\$1,165,908	\$207,503	\$207,503	\$207,503	\$207,503	\$207,503	\$64,198	\$64,198
Overhead Adder	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%
Annual Allocable A&G	\$2,201,616	\$391,833	\$391,833	\$391,833	\$391,833	\$391,833	\$121,226	\$121,226
Monthly Allocable A&G	\$183,468	\$32,653	\$32,653	\$32,653	\$32,653	\$32,653	\$10,102	\$10,102

ATTACHMENT C
WORKING CAPITAL ALLOWANCE

In order to provide for working capital for the Solar II Project, and to provide for the Solar II Project's ability to pay Seller in the event that of non-payment by one or more Project Participants, the Solar II Project shall maintain a working capital fund in the principal amount of \$250,000 as cash on hand, or other financial instrument as determined by the Solar II Project Committee. The working capital fund will be funded at the time solar energy starts to be provided under the Solar PPA and will remain in place for the remaining term of this Power Sales Contract. Working capital expenses, including payment of interest on any amounts drawn on any financial instruments, shall constitute Project Related Costs.

ATTACHMENT D

PROJECT DEVELOPMENT FUND COSTS

As of the Effective Date of this Agreement, FMPA has incurred \$0 in Project Development Fund costs.

The amount of Project Development Fund costs allocable to Project Participants shall be calculated by dividing the total balance of Development Fund Costs incurred for solar development by the total expected energy production allocated to the Solar II Project over the first 20 years of the Solar PPA. The resulting dollar per MWh cost shall be allocated as a Project Related Cost.

Project Development Fund Cost	Units	Value
Total Development Fund Expenditure	\$	
Participant Capacity	MW-AC	
Est. Annual Capacity Factor	%	
Est. Annual Project Energy	MWh	
20 Year Buy down Per Year	\$	
20 Year Buy down Per MWh	\$/MWh	

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Solar Entitlement Share (MW)</u>	<u>Solar Entitlement Share (%)</u>
Homestead Public Services	5	9.337%
City of Lake Worth Utilities	26.55	49.580%
City of Mount Dora	2	3.735%
New Smyrna Beach Utilities Commission	10	18.674%
Winter Park Electric Utility	10	18.674%
Total	53.55	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Utilities</u> City of Lake Worth Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	

SOLAR POWER PURCHASE AGREEMENT

between

Florida Municipal Power Agency

as Buyer

and

FL Solar 8, LLC

as Seller

dated as of

December 12, 2019

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation.....	16
ARTICLE 2 TERM.....	17
2.1 Term.....	17
ARTICLE 3 OBLIGATIONS AND DELIVERIES	18
3.1 Product.....	18
3.2 Purchase and Sale.....	18
3.3 Contract Price.....	18
3.4 Project Capacity.....	18
3.5 Performance Excuses.....	19
3.6 Offsets, Allowances and Environmental Attributes.....	19
3.7 Station Service.....	20
3.8 Transmission.....	20
3.9 Scheduling.....	21
3.10 Sales for Resale.....	21
3.11 Operating Procedures.....	21
3.12 Regulatory Approvals.....	21
3.13 Standards of Care.....	22
3.14 Buyer Curtailment.....	22
3.15 Outage Notification.....	22
3.16 Operations Logs and Access Rights.....	23
3.17 Forecasting.....	24
3.18 Weather Station.....	24
3.19 Compliance Cost Cap.....	25
3.20 Production Guarantee.....	26
ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION.....	26
4.1 Project Development.....	26
4.2 Commercial Operation.....	26
4.3 Cure Period and Delay Damages.....	27
4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.....	28
ARTICLE 5 METERING AND MEASUREMENT.....	29
5.1 Metering System.....	29
5.2 Inspection and Adjustment.....	29
ARTICLE 6 EARLY TERMINATION.....	30
6.1 Early Termination.....	30
ARTICLE 7.....	31
EVENTS OF DEFAULT.....	31
7.1 Events of Default.....	31
7.2 Remedies; Declaration of Early Termination Date.....	32
7.3 Termination Payment.....	32
7.4 Notice of Payment of Termination Payment.....	33
7.5 Disputes with Respect to Termination Payment.....	33
7.6 Rights and Remedies Are Cumulative.....	33

7.7	Mitigation.	33
ARTICLE 8 PAYMENT		33
8.1	Billing and Payment.	33
8.2	Disputes and Adjustments of Invoices.	34
ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS		34
9.1	Insurance.	34
9.2	Grant of Security Interest.	34
9.3	Performance Assurance.	35
ARTICLE 10 REPRESENTATIONS, WARRANTIES AND COVENANTS		36
10.1	Representations and Warranties.	36
10.2	General Covenants.	37
10.3	Seller Covenants.	37
10.4	Buyer's Covenants.	37
ARTICLE 11 TITLE, RISK OF LOSS, INDEMNITIES		39
11.1	Title and Risk of Loss.	39
11.2	Indemnities by Seller.	39
11.3	Indemnities by Buyer.	39
ARTICLE 12 GOVERNMENTAL CHARGES		40
12.1	Cooperation.	40
12.2	Governmental Charges.	40
ARTICLE 13 CONFIDENTIAL INFORMATION		40
13.1	Confidential Information.	40
ARTICLE 14 ASSIGNMENT		42
14.1	Successors and Assigns; Assignment.	42
14.2	Collateral Assignment.	43
ARTICLE 15 FORCE MAJEURE		45
15.1	Force Majeure Events.	45
15.2	Extended Force Majeure Events.	45
ARTICLE 16 LIMITATIONS ON LIABILITY		45
16.1	Disclaimer of Warranties.	46
16.2	Limitations on Liability.	46
16.3	Buyer Liability.	46
ARTICLE 17 DISPUTE RESOLUTION		47
17.1	Intent of the Parties.	47
17.2	Management Negotiations.	47
17.3	Specific Performance and Injunctive Relief.	47
ARTICLE 18 NOTICES		48
18.1	Notices.	48
ARTICLE 19 MISCELLANEOUS		49
19.1	Effectiveness of Agreement; Survival.	49
19.2	Audits.	49
19.3	Amendments.	49
19.4	Waivers.	49
19.5	Severability.	49
19.6	Standard of Review.	50
19.7	Governing Law.	50
19.8	Waiver of Trial by Jury.	50

19.9	Attorneys’ Fees.....	51
19.10	No Third-Party Beneficiaries.	51
19.11	No Agency.....	51
19.12	Cooperation.	51
19.13	Further Assurances.	51
19.14	Captions; Construction.	51
19.15	Entire Agreement.	52
19.16	Forward Contract.....	52
19.17	Service Contract.	52
19.18	Counterparts.	52

Exhibit A	Contract Price & Option Price
Exhibit B	Description of Project
Exhibit C	Description of the Delivery Point
Exhibit D	Production Guarantee
Exhibit E	Form of Guaranty
Exhibit F	Form of Letter of Credit
Exhibit G	Seller Insurance Requirements
Exhibit H	Form of Surety Bond
Exhibit I	Form of Environmental Attributes Attestation and Bill of Sale
Exhibit J	Form of Lender Consent
Exhibit K	Participant List
Exhibit L	Form of Progress Report
Exhibit M	Form of FMPS Solar II Project Power Sales Contract

SOLAR POWER PURCHASE AGREEMENT (Solar II Project)

This SOLAR POWER PURCHASE AGREEMENT (this “**Agreement**”) is made this 12th day of December, 2019 (the “**Effective Date**”), by and between **the Florida Municipal Power Agency**, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“**Buyer**”) and FL Solar 8, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller intends to develop a photovoltaic solar energy generation facility of approximately 74.9 aggregate nameplate capacity on a site located in Alachua County, Florida, as further described in Exhibit B (the “**Project**”); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase and receive, all of the electric Energy and associated Capacity Attributes and Environmental Attributes from Buyer’s Share of the Project, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 *Definitions.*

“**AC**” means alternating current.

“**Abandon**” means after having commenced construction of the Project, Seller stops construction of the Project for more than ninety (90) consecutive days excluding cessation of construction work caused by the occurrence of a Force Majeure Event, Permitting Delay, or Transmission Delay and because of such stoppage Seller cannot reasonably demonstrate to Buyer that it will nonetheless be able to complete the Facility within the timeframe contemplated by this Agreement.

“**Adjustment Period**” has the meaning set forth in Section 5.2.

“**Affiliate**” means, with respect to any Person, any entity controlled, directly or indirectly, by such Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Agreement” has the meaning set forth in the first paragraph hereof.

“Annual Energy Output Guarantee” has the meaning set forth in Exhibit D.

“Applicable Law” means, with respect to any Person or the Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, directives and requirements of all regulatory and other Governmental Authorities, in each case applicable to or binding upon such Person or the Project (as the case may be).

“Applicable REC Program” means, except as otherwise agreed by the Parties, the Green-e Renewable Energy Standard for the United States published by the Center for Resource Solutions, as may be amended, restated, supplemented, or otherwise modified from time to time, and any successor voluntary renewable energy program established as a replacement for such program.

“Bankrupt” means, with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) is generally unable to pay its debts as they fall due, (v) been adjudicated bankruptcy or has filed a petition or an answer seeking an arrangement with creditors, (vi) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (vii) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive Days, (viii) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) Days of the filing thereof, or (ix) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 11 U.S.C. § 301.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day commences at 8:00 a.m. and ends at 5:00 p.m. local time for the location of the Site.

“Buyer” has the meaning set forth in the first paragraph of this Agreement.

“Buyer Curtailment Cap” means [REDACTED] of the Buyer’s Share of the Annual Energy Output listed in Table A of Exhibit D.

“Buyer Curtailment Order” means the instruction from Buyer to Seller to reduce Buyer’s Share of generation from the Project by the amount, and for the period of time set forth in such order, for reasons unrelated to a Planned Outage, Forced Outage, Force Majeure and/or Curtailment Period.

“Buyer Curtailment Period” means the period of time during which Seller reduces generation from the Project pursuant to a Buyer Curtailment Order. The Buyer Curtailment Period shall be inclusive of the time required for the Project to ramp down and ramp up.

“Buyer Excuses” has the meaning set forth in Section 3.5(b).

“Buyer’s Share” means 35.748%.

“Capacity Attributes” means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project intended to value any aspect of the capacity of the Project to produce Energy or ancillary services. Notwithstanding any other provision hereof, Capacity Attributes do not include Environmental Attributes or Tax Attributes.

“Capacity Shortfall” means the difference between Buyer’s Share of the Expected Project Capacity and Buyer’s Share of the amount of Project capacity that has achieved Commercial Operation as of the applicable date.

“Capacity Shortfall Damages” has the meaning set forth in Section 4.4(b).

“Change of Law” means any enactment, adoption, promulgation, modification or repeal of any Applicable Law, or in the administration, interpretation or application thereof by any Governmental Authority occurring on or after the Effective Date.

“Commercially Reasonable” or **“Commercially Reasonable Efforts”** means, with respect to any purchase, sale, decision, or other action made, attempted or taken by a Party, such efforts as a reasonably prudent business would undertake for the protection of its own interest under the conditions affecting such purchase, sale, decision or other action, consistent with Prudent Operating Practices, including, without limitation, electric system reliability and stability, state or other regulatory mandates relating to renewable energy portfolio requirements, the cost of such action (including whether such cost is reasonable), the amount of notice of the need to take a particular action, the duration and type of purchase or sale or other action, and the commercial environment in which such purchase, sale, decision or other action occurs. “Commercially Reasonable” or “Commercially Reasonable Efforts” shall be reviewed and determined based upon the facts and circumstances known, or which could have been known with the exercise of reasonable efforts, at the time that a sale, purchase, or other action is taken and shall not be based upon a retroactive review of what would have been optimal at such time.

“Commercial Operation” means that (a) Seller has delivered to Buyer the Performance Assurance required under Section 9.3; (b) Seller has received all material Governmental

Approvals as may be required prior to commencing commercial operations by Applicable Law for the construction, operation and maintenance of the Project; and (c) the Project or any portion thereof, as applicable, is operating and able to produce and deliver, or make available for delivery, Energy at the Delivery Point.

“Commercial Operation Date” means the earlier of (a) the date on which Commercial Operation has occurred with respect to the full Expected Project Capacity and Seller has provided written notice of the Commercial Operation Date to Buyer; (b) [REDACTED] days after the Target Commercial Operation Date (as may be extended by Permitted Extensions); and (c) the date the Termination Option is exercised.

“Compliance Cost Cap” has the meaning set forth in Section 3.18.

“Compliance Costs” means all reasonable out-of-pocket costs and expenses, including registration fees, volumetric fees, license renewal fees, external consultant fees and capital costs necessary for compliance, incurred by Seller and paid directly to third parties in connection with Seller’s compliance with obligations under any Applicable Law in connection with, as applicable, the qualification of the Project as a renewable energy resource, the certification and transfer of Environmental Attributes, and compliance with the Transmission Owner and Transmission Provider regulations and requirements applicable to the Project due to a Change of Law after the Effective Date which requires Seller to incur additional costs and expenses in connection with any of such obligations, in excess of the costs and expenses incurred for such obligations under Applicable Law in effect as of the Effective Date.

“Confidential Information” has the meaning set forth in Section 13.1.

“Connecting Utility” means the Person that owns the portion of the electric transmission system at the Interconnection Point.

“Continuation Option” has the meaning set forth in Section 4.4.

“Contract Price” has the meaning set forth in Exhibit A.

“Contract Year” means, after the Commercial Operation Date, a calendar year commencing HE 0100 on January 1 and ending on HE 2400 on December 31 of the same year; provided that, if this Agreement is terminated prior to its expiration, the Contract Year in which such termination occurs will end at HE 2400 on the termination date and if the Commercial Operation Date occurs a date other than January 1, the first Contract Year shall commence HE 0100 on the Commercial Operation Date, and all related provisions of this Agreement shall be adjusted for such condensed Contract Years on a pro rata basis.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all

reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with such Terminated Transaction.

"Credit Rating" means, (a) with respect to Seller, the rating then assigned to Seller's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) or if Seller does not have a rating for its senior unsecured long-term debt, then the rating then assigned to Seller as an issues rating by the Rating Agencies; and (b) with respect to Buyer, the rating then assigned to Buyer's long-term bonds secured by revenues of the FMPA Solar II Project or, if Buyer does not have a rating for its long-term bonds or no such bonds are issued and outstanding, then either (i) the rating then assigned to the electric or integrated utility system of each FMPA Solar II Project Participant or (ii) the rating then assigned to the municipality of which the FMPA Solar II Project Participant is a department.

"Creditworthy Entity" means an entity has a Credit Rating of BBB- from S&P or Baa3 from Moody's with a stable outlook.

"Curtailment Period" means the period of time during which there is any curtailment of delivery of the Product resulting from a reduction (including curtailment to zero output or non-dispatch) of the net electrical output of the Project from levels of net electrical output the Project would otherwise be capable of producing, including during a Transmission Interruption that prevents Buyer from receiving Energy at or Seller from delivering Energy to the Delivery Point, as directed or caused by the Transmission Provider, a Governmental Authority, or Transmission Owner not due to actions or omissions of Seller or an Affiliate of Seller.

"Daily Delay Damages" means an amount equal to (a) \$ [REDACTED] multiplied by the number of MWs of Capacity Shortfall, divided by (b) [REDACTED].

"Damages Rate" has the meaning set forth in Exhibit D.

"Day" or "day" means a period of twenty-four (24) consecutive hours beginning at 00:00 hours local time at the Site location on any calendar day and ending at 24:00 hours local time at the Site location on the same calendar day.

"Deemed Delivered Energy" means the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be determined using relevant Project availability, weather and other pertinent data for the period of time during the Buyer Curtailment Period.

"Default Commercial Operation Date" means December 31, 2023 or, if there is an ITC Extension, the deadline for the Project to be placed in service to retain its eligibility for a 30% investment tax credit under such extension.

“Delivered Energy” means Buyer’s Share of all Energy produced from the Project and delivered or made available at the Delivery Point, which shall be net of all Station Service and electrical losses associated with the transmission of the Energy to the Delivery Point, including, if applicable, any transmission or transformation losses between the Metering System and the Delivery Point.

“Delivery Term” means the period of time commencing upon the Initial Energy Delivery Date and terminating at the end of the Term.

“Delivery Point” means the point, more specifically described in Exhibit C, where Seller’s Interconnection Facilities connect to the Transmission Owner’s Interconnection Facilities, which shall be the point of interconnection under the Interconnection Agreement.

“Disclosing Party” has the meaning set forth in Section 13.1.

“Dispute” has the meaning set forth in Section 17.1.

“Downgrade Event” refers to any point in time (a) with respect to either Party or its Guarantor’s Credit Rating falls below Investment Grade; and (b) with respect to Buyer, (i) any Credit Rating of Buyer’s long-term bonds secured by the revenues of the FMPA Solar II Project falls below Investment Grade; (ii) if Buyer does not have a Credit Rating for its long-term bonds or no such bonds are issued and outstanding, then (A) less than 65% of the FMPA Solar II Project Participant Entitlement Shares are held by FMPA Solar II Project Participants that have a Credit Rating, or (B) the Credit Ratings then assigned to the electric or integrated utility systems of FMPA Solar II Project Participants with Credit Ratings equals at least thirty five percent (35%) of the Expected Project Capacity or Installed Capacity, as applicable, falls below Investment Grade; or (iii) if the FMPA Solar II Project Participant Covenants in any FMPA Solar II Project Power Sales Contract are amended, modified or altered in a manner which materially adversely impacts the ability of the FMPA Solar II Project to perform and pay its obligations under this Agreement and Seller does not consent thereto, such consent not to be unreasonably withheld, conditioned or delayed.

“Early Termination Date” has the meaning set forth in Section 7.2(a).

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Energy” means electric energy generated by the Project, which shall be in the form of three (3)-phase, sixty (60) Hertz, alternating current and expressed in units of megawatt-hours.

“Environmental Attribute” means any and all presently existing or future benefits, emissions reductions, environmental air quality credits, emissions reduction credits, greenhouse gas emissions, Renewable Energy Credits, offsets and allowances, green tag or other transferable indicia attributable to the Project during the Term, howsoever entitled or named, resulting from the generation of renewable energy or the avoidance, reduction,

displacement or offset of the emission of any gas, chemical or other substance, including any of the same arising out of presently existing or future legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (“UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency, or any successor state or federal agency given jurisdiction over a program involving transferability of Environmental Attributes, and any renewable energy certificate reporting rights to such Environmental Attributes. Notwithstanding any other provision hereof, Environmental Attributes do not include: (a) any Tax Attributes, (b) state, federal or private grants related to the Project, (c) Energy, or (d) Capacity Attributes.

“Equitable Defenses” means any bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and, with regard to equitable remedies, the discretion of the court before which proceedings may be pending to obtain same.

“Event of Default” has the meaning set forth in Section 7.1.

“Executives” has the meaning set forth in Section 17.2(a).

“Expected Project Capacity” has the meaning set forth in Section 3.4.

“FMPA Solar II Project” means the joint-action solar project created by the FMPA Board of Directors pursuant to FMPA Resolution 2019-B12, dated December 12, 2019.

“FMPA Solar II Project Participant Covenants” means the covenants by each FMPA Solar II Project Participant in the applicable FMPA Solar II Project Power Sales Contract: (a) that the payments which the FMPA Solar II Project Participant is required to make under the applicable FMPA Solar II Project Power Sales Contract constitute an obligation payable as an operating expense of the FMPA Solar II Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system; (b) that upon the failure of any other FMPA Solar II Project Participant(s) to make payments owed to FMPA under the applicable FMPA Solar II Project Power Sales Contract, to pay to Buyer such non-defaulting FMPA Solar II Project Participant’s pro rata share of the amounts owed by the defaulting FMPA Solar II Project Participant(s), and (c) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient to meet the operation and maintenance expenses of such electric utility system, including all sums owed to Buyer pursuant to the FMPA Solar II Project Power Sales Contract.

“FMPA Solar II Project Participant” means a municipality or municipal electric utility that is a member of Buyer and a member of the FMPA Solar II Project, all of which are listed on Exhibit K, as may be updated from time to time in accordance with this Agreement.

“FMPA Solar II Project Participant Entitlement Share” means, as to each FMPA Solar II Project Participant, the participant’s individual undivided pro rata entitlement share of the Expected Project Capacity or Installed Capacity, as applicable.

“FMPA Solar II Project Power Sales Contracts” means a Power Sales Contract between a FMPA Solar II Project Participant and Buyer for the sale of FMPA Solar II Project Participant Entitlement Share by Buyer to such FMPA Solar II Project Participant, substantially in the form of Exhibit M.

“Forced Outage” means any unplanned reduction or suspension of the electrical output from the Project or unavailability of the Project in an amount greater than ten percent (10%) of the Installed Capacity in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction, or any other unavailability of the Project for maintenance or repair that is not a Planned Outage, due to a Buyer Curtailment Order or during a Curtailment Period, or the result of a Force Majeure Event.

“Force Majeure Event” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, other than the obligation to pay amounts due, but only to the extent (1) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (2) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which, by the exercise of due diligence, such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (3) such event is not the direct or indirect result of the fault or negligence of the Party seeking to have its performance obligations excused thereby.

- (a) Subject to the foregoing, events that could qualify as a Force Majeure Event include, but are not limited to the following:
 - (i) acts of God, flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcano, other natural disaster or unusual or extreme adverse weather-related events;
 - (ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation;
 - (iii) except as set forth in subpart (b)(vii) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);
 - (iv) environmental and other contamination at or affecting the Project;

- (v) accidents of navigation or breakdown or injury of vessels, accidents to harbors, docks, canals or other assistances to or adjuncts of shipping or navigation, or quarantine;
- (vi) nuclear emergency, radioactive contamination or ionizing radiation or the release of any hazardous waste or materials;
- (vii) air crash, shipwreck, train wrecks or other failures or delays of transportation;
- (viii) vandalism beyond that which could be reasonably prevented by Seller;
- (ix) the discovery of Native American burial grounds not evidenced in Seller's Phase I environmental assessment of the Site;
- (x) the discovery of endangered species, as defined by Law; and
- (xi) breakdown or failure of equipment as a result of a serial manufacturer defect or flaw.

(b) A Force Majeure Event shall not be based on:

- (i) Buyer's inability economically to use or resell the Product purchased hereunder;
- (ii) Seller's ability to sell the Product at a price greater than the price set forth in this Agreement;
- (iii) Seller's inability to obtain Governmental Approvals or other approvals of any type for the construction, operation, or maintenance of the Project, except to the extent caused by a Force Majeure Event;
- (iv) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Project, except to the extent Seller's inability to obtain sufficient labor, equipment, materials, or other resources is caused by a Force Majeure Event;
- (v) Seller's failure to obtain financing or other funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement; or
- (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller or Seller's Affiliates.

"Force Majeure Extension" has the meaning set forth in Section 4.2(b)(iii).

"Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Delivery Term, determined in a commercially reasonable manner. Factors used in determining economic benefit may include, without limitation,

reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes.

“Governmental Approvals” means all authorizations, consents, certifications, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Project.

“Governmental Authority” means any national, state, provincial, local, tribal or municipal government, any political subdivision thereof or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity having jurisdiction over either Party, the Project, the Site, Seller’s Interconnection Facilities, the Transmission Owner’s Interconnection Facilities, or the Transmission System, including the Transmission Provider and NERC; *provided, however,* that “Governmental Authority” will not in any event include any Party.

“Governmental Charges” has the meaning set forth in Section 12.2.

“Guarantor” means an entity which at the time it is to provide a Guaranty (a) has a Credit Rating of at least BBB from S&P or Baa2 from Moody’s if rated by only one Ratings Agency or at least BBB- from S&P and Baa3 from Moody’s if rated by both Ratings Agencies, and (b) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction.

“Guaranty” means a Guaranty substantially in the form of Exhibit E.

“Initial Energy Delivery Date” means the first date that Seller delivers or makes available Energy from the Project to Buyer at the Delivery Point.

“Initial Negotiation End Date” has the meaning set forth in Section 17.2(a).

“Initial Term” has the meaning set forth in Section 2.1.

“Installed Capacity” has the meaning set forth in Section 3.4.

“Interconnection Agreement” means the interconnection service agreement or agreements entered into by and among, as applicable, the Transmission Provider, the Transmission Owner, and the Seller (or Seller’s Affiliate and made available to Seller) pursuant to which the Project will be interconnected with the Transmission System.

“Interconnection Delay” has the meaning set forth in Section 4.2(b)(i).

“Interest Payment Date” means the last Business Day of each calendar month.

“Interest Rate” means the lower of (i) annual rate equal to the Prime Rate then in effect plus ten percent (10%) and (ii) the maximum interest permitted by Applicable Law.

“Interlocal Agreement” means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

“Investment Grade” means a Credit Rating of BBB- from S&P or Baa3 from Moody’s with a stable outlook.

“ITC Extension” means an extension of the December 31, 2023 deadline in section 48(a)(7)(B) for the U.S. Tax Code for the Project to be placed in service to qualify for a 30% investment tax credit.

“Letter(s) of Credit” means one or more irrevocable, transferable standby letters of credit, substantially in the form of Exhibit F, issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- from S&P or A3 from Moody’s, with a “stable outlook” by either S&P or Moody’s and having assets of at least \$ [REDACTED], in a form acceptable to the Party in whose favor the letter of credit is issued.

“Losses” means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from a Terminated Transaction for the remaining term of this Agreement, determined in a commercially reasonable manner. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of this Agreement and include the value, if any, of Environmental Attributes and, if applicable, the value of any resulting loss or recapture of Tax Attributes.

“Manager” has the meaning set forth in Section 17.2(a).

“Metering System” means all meters, metering devices and related instruments used to measure and record Energy and to determine the amount of such Energy that is being made available or delivered to Buyer at the Delivery Point for the purpose of this Agreement.

“Meter Owner” shall be the Party that owns the Metering System.

“Moody’s” means Moody’s Investor Service, Inc. or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“MW” means a megawatt (or 1,000 kilowatts) of AC electric generating capacity.

“MWh” means a megawatt hour of Energy.

“NERC” means the North American Electric Reliability Corporation.

“Non-Defaulting Party” has the meaning set forth in Section 7.2.

“Notice” has the meaning set forth in Section 18.1.

“Operating Procedures” has the meaning set forth in Section 3.11.

“Option Price” means the applicable price set forth in the Option Price Table in Exhibit A.

“PA Beneficiary” has the meaning set forth in Article 9.

“PA Provider” means the Party that has provided or is required to provide the applicable Performance Assurance.

“Parties” has the meaning set forth in the first paragraph of this Agreement.

“Party” has the meaning set forth in the first paragraph of this Agreement.

“Performance Assurance” means collateral provided by a Party to secure such Party’s obligations hereunder. Performance Assurance may be in the form of (i) Letter(s) of Credit, (ii) Cash, (iii) Surety Bond and/or (iv) a Guaranty.

“Permitted Extensions” means the extensions to the Target Commercial Operation Date set forth in Section 4.2.

“Permitting Delay” has the meaning set forth in Section 4.2(b)(ii).

“Person” means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity, municipality, limited liability company or any other entity of whatever nature.

“Planned Outage” means the removal of the all or a portion of the Project from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller’s sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during the Project’s operations, and (c) causes the generation level of the Project to be reduced by at least ten

percent (10%) of the Installed Capacity. To the extent there are multiple Project Offtakers, any reduction in generation will be allocated to Buyer pro rata based on Buyer's Share.

"Prime Rate" means the interest per annum equal to the prime rate as published in The Wall Street Journal or comparable successor publication under "Money Rates," as applied on a daily basis, determined as of the date the obligation to pay interest arises, but in no event more than the maximum rate permitted by Applicable Law.

"Product" has the meaning set forth in Section 3.1.

"Production Guarantee Damages" has the meaning set forth in Exhibit D.

"Production Shortfall" has the meaning set forth in Exhibit D.

"Project" has the meaning set forth in the Recitals to this Agreement.

"Project Cure Period" has the meaning set forth in Section 4.3(a).

"Project Investor" or **"Project Investors"** means any and all Persons or successors in interest thereof (a) lending money, extending credit or providing loan guarantees (whether directly to Seller or to an Affiliate of Seller) as follows: (i) for the construction, interim or permanent financing or refinancing of the Project; (ii) for working capital or other ordinary business requirements of the Project (including the maintenance, repair, replacement or improvement of the Project); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Project; (iv) for any capital improvement or replacement related to the Project; or (v) for the purchase of the Project and the related rights from Seller; or (b) participating (directly or indirectly) as an equity investor (including a Tax Equity Investor) in the Project; or (c) any lessor under a lease finance arrangement relating to the Project.

"Project Offtaker" means the counterparty to a contract for the purchase of Energy. For the avoidance of doubt, the same entity may be deemed separate Project Offtakers to the extent it is party to multiple contracts for the purchase of Energy.

"Prudent Operating Practices" means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for solar facilities of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Applicable Law, reliability, safety, environmental protection and standards of economy and expedition. Prudent Operating Practices is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the industry.

"Qualified Transferee" means any person or entity that (a) has an equal or better credit rating than the Seller and satisfies the collateral requirements of the Seller set forth in the

Agreement, (b) provides replacement Performance Assurance from a PA Provider with an Investment Grade Credit Rating and assets of at least \$ [REDACTED], (c) has (or has contracted with for the purpose of this Agreement), or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED], solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED] MW, and (d) that expressly assumes in writing all obligations of the Seller under this Agreement.

“Ratings Agency” means either of S&P or Moody’s.

“Receiving Party” has the meaning set forth in Section 13.1.

“Referral Date” has the meaning set forth in Section 17.2(a).

“Renewable Energy Credits” or **“RECs”** means any credits, certificates, green tags or similar environmental or green energy attributes associated with one MWh of electricity generated by the Project created by the Applicable REC Program.

“Renewal Term” has the meaning set forth in Section 2.1.

“S&P” means Standard & Poor’s Rating Group or any successor thereto, or in the event that there is no such successor, a nationally recognized credit rating agency.

“Sales Price” means to the extent Seller, acting in a Commercially Reasonable manner, sells any Product that Buyer does not receive, (i) the price Seller actually receives for such Product, or at Seller’s option, the market price at the Delivery Point for such Product not received as determined by Seller in a Commercially Reasonable manner; *less* (ii) any costs reasonably incurred by Seller in reselling such Product; provided, however, in no event shall the Sales Price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability.

“SEC” means the U.S. Securities and Exchange Commission.

“Seller” has the meaning set forth in the first paragraph of this Agreement.

“Seller Excuses” has the meaning set forth in Section 3.5(a).

“Seller’s Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Project with the Transmission System up to, and on Seller’s side of, the Delivery Point.

“Seller’s Replacement Costs” has the meaning set forth in Section 3.5(c).

“Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other.

“Site” has the meaning set forth in the Recitals.

“Station Service” means the electric energy from the Transmission System or produced by the Project that is used by the Project to power the lights, motors, control systems and other auxiliary electrical loads that are necessary for testing or operation of the Project.

“Surety Bond” means a bond, substantially in the form of Exhibit H, which provides for payment to the other Party upon demand and which is issued by a commercial entity with (i) a Credit Rating from one or both of S&P and Moody’s, which Credit Rating is at least “A-” from S&P (if such entity has a Credit Rating from S&P) and “A3” from Moody’s (if such entity has a Credit Rating from Moody’s), in each case not on negative credit watch, and (ii) having a net worth of at least \$ [REDACTED] at the time of issuance of the bond.

“System Emergency” means a condition on the Transmission System, at the Project, or on Seller’s Interconnection Facilities or Transmission Owner’s Interconnection Facilities, which condition is likely to result in imminent significant disruption of service to Transmission System customers or is imminently likely to endanger life or property, and includes any condition during which Seller is directed by Transmission Provider to reduce or cease generation for any period of time on account of an emergency.

“Target Commercial Operation Date” means the date that is the latter of (a) 365 days after the Transmission Service Deadline and (b) December 31, 2023.

“Tax Attributes” means (a) investment tax credits (including any grants or payments in lieu thereof) and any other tax deductions or benefits under federal, state or other Law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits, payments in lieu thereof and accelerated and/or bonus depreciation); and (b) present or future (whether known or unknown) cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project.

“Tax Equity Investor” means an investor that has acquired an equity interest in Seller pursuant to a financing structure that assigns such investor all rights, title and benefits to the Tax Attributes of Seller.

“Term” means the Initial Term plus any Renewal Terms.

“Terminated Transaction” means the termination of this Agreement in accordance with Section 7.2 of this Agreement.

“Termination Option” has the meaning set forth in Section 4.4.

“Termination Payment” has the meaning set forth in Section 7.3.

“Test Energy” means Buyer’s Share of the Energy generated by the Project and delivered to the Delivery Point prior to the Commercial Operation Date.

“Transfer Taxes” has the meaning set forth in Section 3.3(d).

“Transmission Delay Damages” means the liquidated damages Buyer shall owe Seller in the event Buyer is unable to receive any Delivered Energy due to a failure of obtaining transmission service by the Transmission Service Deadline, as calculated pursuant to Section 4.3.

“Transmission Interruption” means a transmission outage or curtailment directed or caused by the Transmission Owner, Transmission Provider or a Governmental Authority in connection with a System Emergency on the Transmission System that prevents or limits Buyer’s ability to receive Energy at the Delivery Point not due to actions or omissions of Buyer or an Affiliate of Buyer.

“Transmission Owner” means the entity that owns the transmission or distribution system to which the Project interconnects.

“Transmission Owner’s Interconnection Facilities” means the interconnection facilities and related assets that are or will be owned by the Transmission Owner that are required to connect the Project with the Transmission System, as further described in the Interconnection Agreement.

“Transmission Provider” means the regional transmission organization with jurisdiction over the location of the Site or, if none, then the applicable balancing authority for the Site. For the avoidance of doubt, the Transmission Provider and the Transmission Owner may be the same entity.

“Transmission Service Deadline” means the date that is one-hundred and twenty (120) days from Buyer’s receipt from Seller of a copy of the final interconnection facilities study report for the interconnection of the Project.

“Transmission System” means the distribution or transmission system to which the Project interconnects.

1.2 Interpretation.

The following rules of construction shall be followed when interpreting this Agreement except to the extent the context otherwise requires:

- (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter;
- (b) words used or defined in the singular include the plural and vice versa;
- (c) references to Articles and Sections refer to Articles and Sections of this Agreement;

(d) references to Annexes, Exhibits and Schedules refer to the Annexes, Exhibits and Schedules attached to this Agreement, each of which is made a part hereof for all purposes;

(e) references to Applicable Laws refer to such Applicable Laws as they may be amended from time to time, and references to particular provisions of an Applicable Law include any corresponding provisions of any succeeding Applicable Law and any rules and regulations promulgated thereunder;

(f) terms defined in this Agreement are used throughout this Agreement and in any Annexes, Exhibits and Schedules hereto as so defined;

(g) references to money refer to legal currency of the United States of America;

(h) the words “includes” or “including” shall mean “including without limitation;”

(i) the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Article or Section in which such words appear, unless otherwise specified;

(j) all references to a particular entity shall include a reference to such entity’s successors and permitted assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(k) references to any agreement, document or instrument shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;

(l) the word “or” will have the inclusive meaning represented by the phrase “and/or;”

(m) the words “shall” and “will” mean “must”, and shall and will have equal force and effect and express an obligation; and

(n) the words “writing,” “written” and comparable terms refer to printing, typing, and other means of reproducing in a visible form.

ARTICLE 2 TERM

2.1 *Term.*

The “**Initial Term**” of this Agreement shall commence on the date hereof and continue until the latter of (a) the date the Agreement is terminated in accordance with its terms, or (b) the date that is 20 Contract Years following the Commercial Operation Date. Buyer shall have the option to extend the term of the Agreement twice (each, a “**Renewal Term**”) by providing Seller written notice of extension no less than 365 days prior to the end of the Initial Term or the first Renewal Term, as applicable. Each Renewal Term shall commence at HE 0100 on the date immediately

following the last day of the Initial Term or first Renewal Term, as applicable, and extend for a period of 5 years, unless sooner terminated in accordance with the terms hereof.

ARTICLE 3 OBLIGATIONS AND DELIVERIES

3.1 *Product.*

The “Product” to be delivered and sold by Seller and received and purchased by Buyer under this Agreement is the Delivered Energy and all associated Environmental Attributes and Capacity Attributes.

3.2 *Purchase and Sale.*

Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, and Buyer shall pay Seller for the Product in accordance with the terms hereof.

3.3 *Contract Price.*

(a) Seller shall provide no less than ten (10) days’ notice prior to the Initial Energy Delivery Date, which shall not occur prior to the Transmission Service Deadline without the prior written consent of Buyer.

(b) Buyer shall pay Seller the Contract Price for all Test Energy.

(c) On and after the Commercial Operation Date, Buyer shall pay Seller for the Product an amount equal to the Contract Price for each MWh of Delivered Energy.

(d) In addition to the amounts otherwise payable by Buyer in accordance with this Section 3.3, Buyer shall pay all applicable sales, use excise, ad valorem, transfer and other similar taxes associated with the sale of Product by Seller to Buyer (“**Transfer Taxes**”), but excluding in all events taxes based on or measured by net income, that are imposed by any taxing authority arising out of or with respect to the purchase or sale of Product (regardless of whether such Transfer Taxes are imposed on Buyer or Seller), together with any interest, penalties or additions to tax payable with respect to such Transfer Taxes.

3.4 *Project Capacity.*

The “**Expected Project Capacity**” is the expected nameplate capacity of the Project as of the Effective Date, as set forth in Exhibit B. The “**Installed Capacity**” shall be the actual capacity of the Project that is able to generate and deliver Energy to the Delivery Point and has otherwise achieved Commercial Operation as of the Commercial Operation Date. Throughout the Delivery Term, Seller shall sell all Product solely to Buyer, except in the case of an Event of Default of Buyer or other failure of Buyer to receive the Product, or during a Force Majeure Event where Buyer is prevented from accepting delivery of the Product.

3.5 *Performance Excuses.*

(a) The obligations of Seller to deliver or make available the Product to Buyer at the Delivery Point shall be excused only (i) during periods of Force Majeure, (ii) by Buyer's failure to perform its obligation to receive the Product at the Delivery Point or other Buyer Event of Default, (iii) during Curtailment Periods, (iv) during Buyer Curtailment Periods, and (v) during Planned Outages ("**Seller Excuses**").

(b) The obligations of Buyer to receive and pay for the Product shall be excused only (i) during periods of Force Majeure, (ii) by Seller's failure to perform its obligations to generate and deliver Product to the Delivery Point or other Seller Event of Default, or (iii) during a Transmission Interruption event ("**Buyer Excuses**").

(c) If Buyer fails to receive all or part of the Product and such failure is not excused due to Buyer Excuses, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the Month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price ("**Seller's Replacement Costs**").

(d) Seller shall include in a monthly invoice delivered to Buyer pursuant to Section 8.1 the amounts owed by Buyer pursuant to Section (a) and a description, in reasonable detail, of the calculation of Seller's Replacement Costs.

3.6 *Offsets, Allowances and Environmental Attributes.*

(a) Buyer shall be entitled to all Environmental Attributes resulting from the generation of Energy that is actually purchased by Buyer pursuant to this Agreement. Buyer shall not be entitled to any Environmental Attributes resulting from the generation of Energy that Buyer, for any reason, does not accept and purchase under this Agreement. Upon no less than twenty (20) Business Days' advance notice, Buyer may request Seller provide Buyer or Buyer's designee evidence of the transfer of the RECs on a quarterly basis during the Delivery Term in an Environmental Attributes Attestation and Bill of Sale substantially in the form attached as Exhibit I or, as applicable, an attestation that is the then-currently required attestation of the Applicable REC Program.

(b) Seller shall be entitled to all (i) federal and state production tax credits, investment tax credits and any other tax credits which are or will be generated by the Project, (ii) any cash payments, grants under Section 1603 of the American Recovery and Reinvestment Tax Act of 2009 or outright grants of money relating in any way to the Project or Environmental Attributes, and (iii) any Environmental Attributes that the Buyer is not entitled to pursuant to the provisions of Section 3.6(a). Buyer acknowledges that Seller has the right to sell any Environmental Attributes to which it is entitled pursuant to this Section 3.6(b) to any Person other than Buyer at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Buyer hereunder. Buyer shall have no claim, right or interest in such Environmental Attributes or in any amount that Seller realized from the sale of such Environmental Attributes.

(c) Seller shall bear all risks, financial and otherwise throughout the Term, associated with Seller's or the Project's eligibility to receive any Tax Attributes, or to qualify for accelerated or bonus depreciation for Seller's accounting, reporting or tax purposes, except to the extent Buyer incurs liability under this Agreement in connection with relevant Losses and indemnification obligations. The obligations of the Parties hereunder, including those obligations set forth herein regarding the sale, purchase and price for and Seller's obligation to generate and deliver the Product and Environmental Attributes, shall be effective regardless of whether the generation of Product or sale and delivery of any Delivered Energy from the Project is eligible for, or receives Tax Attributes or to qualify for accelerated or bonus depreciation during the Term.

3.7 Station Service.

If Buyer or any of its Affiliates provides retail electric service in the service territory in which the Project is located, then if requested by Seller, Buyer or such Affiliate shall provide Station Service to the Project (including Seller's Interconnection Facilities) as requested by Seller during construction and operation of the Project at the rates and on the terms set forth in the applicable tariff(s) on a non-discriminatory basis with other customers in the same rate class as Seller.

3.8 Transmission.

(a) Seller shall be responsible for obtaining interconnection service for the Project so that Seller can deliver the Product to the Delivery Point in accordance with applicable Transmission Provider interconnection requirements. Seller shall be responsible for all costs to design, equip, construct and maintain the interconnection facilities necessary to deliver Energy from the Project to the Delivery Point. Seller shall be responsible for receiving Network Resource Interconnection Service (or its equivalent) from the Transmission Provider in accordance with the Transmission Provider's Large Generator Interconnection Procedures ("**LGIP**") including funding of any Network Upgrades, as defined in therein. In the event that Seller is not repaid all Seller-funded amounts for such Network Upgrades within five (5) years after the Commercial Operation Date, Seller may, subject to Buyer's consent, such consent not to be unreasonably withheld, assign to Buyer its rights under the LGIP and Interconnection Agreement to repayment of such unpaid amounts. For the avoidance of doubt, Buyer's consent may be withheld if, without otherwise limiting its right to reasonably withhold consent, Buyer is not reasonably satisfied with the terms and conditions of the Interconnection Agreement or other relevant agreement between Buyer and the Transmission Provider with regard to the Network Upgrade refunding or transmission credit procedures. If Buyer consents to such assignment, then Buyer shall pay to Seller each month an amount equal to the amount Buyer receives from Transmission Provider as a transmission credit or other form of reimbursement for such Network Upgrades during the preceding month until such time as Seller has been fully reimbursed for its Network Upgrade finding. Notwithstanding anything in this Section 3.8(a), Buyer shall not be obligated to pay Seller any amount related to the Network Upgrades for which Buyer has not received a related transmission credit or other form of reimbursement from the Transmission Provider.

(b) Buyer shall be responsible for arranging for all transmission services required to effectuate Buyer's receipt of the Product at and from the Delivery Point, including, without limitation, obtaining firm transmission service, in an amount of capacity equal to the Expected Project Capacity, and shall be responsible for the payment of any charges related to such

transmission services hereunder, including, without limitation, charges for transmission or wheeling services, ancillary services, imbalance, control area services, congestion charges, transaction charges and line losses. The Parties acknowledge that the Contract Price does not include charges for such transmission services, all of which shall be paid by Buyer.

(c) In the event that the Transmission Provider or any other properly authorized Person exercising control over the Transmission Owner's Interconnection Facilities or the Transmission System takes any action or orders Seller or Buyer to take any action that affects Buyer's ability to take delivery of Energy hereunder not caused by or resulting from Seller's act or omission, a Curtailment Period, Transmission Interruption, or Force Majeure, Buyer shall use its Commercially Reasonable Efforts to attempt (at its own cost and expense) to mitigate the adverse effects of such action(s) on Buyer's ability to perform its obligations hereunder, including, without limitation, redispatching its other generation resources, if any.

3.9 *Scheduling.*

Buyer shall be responsible for the scheduling of all Delivered Energy during the Delivery Term, including, without limitation, arranging any Open Access Same Time Information Systems (OASIS), tagging, transmission scheduling or similar protocols with the Transmission Provider, Transmission Owner, or any other Persons. Buyer shall be responsible for the payment of all charges associated with such scheduling activities, including, without limitation, any imbalance charges.

3.10 *Sales for Resale.*

All Delivered Energy delivered to Buyer hereunder shall be sales for resale. Buyer shall provide Seller with any documentation reasonably requested by Seller to evidence that the deliveries of Delivered Energy hereunder are sales for resale.

3.11 *Operating Procedures.*

Seller and Buyer will endeavor to develop written operating procedures ("**Operating Procedures**") not less than sixty (60) days before the Initial Energy Delivery Date, which Operating Procedures shall only be effective if made by mutual written agreement of Seller and Buyer. The Parties agree that the Operating Procedures that they will endeavor to establish will cover the protocol under which the Parties will perform certain obligations under this Agreement and will include, but will not be limited to, procedures concerning the following: (1) the method of day-to-day communications; (2) key contacts for Seller and Buyer; and (3) reporting of scheduled maintenance, maintenance outages, Buyer Curtailment Orders, Force Majeure Events, and Forced Outages of the Project.

3.12 *Regulatory Approvals.*

(a) Seller and Buyer each agree to use their Commercially Reasonable Efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This

provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

(b) Buyer shall apply for and shall diligently pursue designation of the Expected Project Capacity as a network resource or otherwise secure a firm delivery path for the Delivered Energy from the Delivery Point to and over the Transmission System. Buyer shall use Commercially Reasonable Efforts to submit an application to obtain a network resource designation or similar firm transmission rights for the Expected Project Capacity not later than thirty (30) Business Days following the Effective Date and to secure such rights no later than the Transmission Service Deadline. Notwithstanding anything to the contrary herein, Seller shall not incur liability for any delays hereunder to the extent such delays are caused by Buyer's failure or inability to secure transmission service in accordance with this Section 3.13(b). Upon Buyer's request, Seller shall use Commercially Reasonable efforts to cooperate with Buyer and provide such information as necessary to assist Buyer in obtaining firm transmission service.

(c) Following the Effective Date of this Agreement, each Party shall promptly seek to obtain all other licenses, permits and approvals necessary to perform its obligations hereunder.

3.13 Standards of Care.

(a) Seller shall comply with all applicable requirements of Applicable Law, the Transmission Provider and NERC relating to the Project (including those related to construction, ownership, interconnection and operation of the Project).

(b) As applicable, each Party shall perform all generation, scheduling and transmission services in compliance with all applicable operating policies, criteria, rules, guidelines, tariffs and protocols of the Transmission Provider and Prudent Operating Practices.

(c) Seller agrees to abide by all applicable (i) NERC reliability requirements, including all such reliability requirements for generator owners and generator operators, and (ii) all applicable requirements regarding interconnection of the Project, including the requirements of the interconnected Transmission Owner and the Transmission Provider.

3.14 Buyer Curtailment.

Except to the extent compliance would directly cause loss or recapture of any Tax Attributes, Seller shall reduce Buyer's Share of generation from the Project as required pursuant to a Buyer Curtailment Order, provided that (a) the Buyer Curtailment Period shall not exceed the Buyer Curtailment Cap cumulatively per Contract Year (which may be consecutive or non-consecutive); and (b) Buyer shall pay Seller the Contract Price for Deemed Delivered Energy associated with a Buyer Curtailment Period. If multiple Project Offtakers issue overlapping Buyer Curtailment Orders, then any Deemed Delivered Energy during such period shall be allocated to Buyer on a pro rata basis in accordance with its Buyer's Share.

3.15 Outage Notification.

(a) Seller shall schedule Planned Outages for the Project in accordance with Prudent

Operating Practices and with the prior written consent of Buyer, which consent may not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that in all circumstances, Prudent Operating Practices shall dictate when Planned Outages should occur. Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year by submitting a written Planned Outage schedule no later than August 1st of each year during the Delivery Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld, conditioned or delayed. Buyer shall promptly respond with its approval or with reasonable modifications to the proposed Planned Outage schedule and Seller shall use its best efforts in accordance with Prudent Operating Practices to accommodate Buyer's requested modifications and deliver the final Planned Outage schedule to Buyer. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Prudent Operating Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld, conditioned or delayed. Seller shall use its best efforts in accordance with Prudent Operating Practices not to schedule Planned Outages during the period of April 1st through October 31st. Seller shall not substitute Energy from any other source for the output of the Project during a Planned Outage.

(b) In addition to Planned Outages, Seller shall use Commercially Reasonable Efforts to promptly notify Buyer of any Forced Outage lasting for more than sixty (60) consecutive minutes. Such Notices shall contain information describing the nature of the Forced Outage, the beginning date and time of such Forced Outage, the expected end date and time of such Forced Outage, the amount of Energy that Seller expects will be provided to the Delivery Point during such Forced Outage, and any other information reasonably requested by Buyer. With respect to any such Forced Outage, Seller shall provide Buyer with such Notice by any reasonable means requested by Buyer, including by telephone or electronic mail.

3.16 Operations Logs and Access Rights.

(a) Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, efficiency, availability, maintenance performed, Planned Outages, Forced Outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Seller shall maintain this information for at least two (2) years and, to the extent consistent with Applicable Law, shall provide this information electronically to Buyer within fifteen (15) days of Buyer's reasonable request.

(b) Buyer, its authorized agents, employees or inspectors shall have the right to visit the Site up to five (5) times per calendar year during normal business hours upon reasonable advance Notice and for any purposes reasonably connected with this Agreement; *provided*, that Buyer shall observe all applicable Project safety rules that Seller has communicated to Buyer; provided further, that Buyer, subject to and without waiving its rights to sovereign immunity under Florida Statutes, shall indemnify Seller for damage to property or injury to persons to the extent caused by the negligent or wrongful act or omission of Buyer, its authorized agents, employees, contractors, inspectors and other representatives while Buyer or such authorized individuals are at the Site or

the Project. Buyer may request additional Site visits with Seller's consent, which shall not be unreasonably withheld, conditioned, or delayed.

3.17 Forecasting.

(a) Seller shall provide Buyer with forecasts of the delivery of Energy under this Agreement as described below. Such forecasts shall include the updated status of all Project equipment that may impact availability and production of Product, and other information reasonably requested by Buyer. Seller shall use Commercially Reasonable Efforts to forecast daily by 5:00 a.m. (EDT) the hourly delivery of Energy under this Agreement accurately and to transmit such information in the format agreed to by the Parties as set forth in the Operating Procedures. Buyer and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to accommodate changes to operating and scheduling procedures of Buyer and will document such updated requirements and procedures in the Operating Procedures.

(b) No later than: (i) forty-five (45) Days prior to the commencement of the first Contract Year; and (ii) September 1 of each calendar year for every subsequent Contract Year, Seller shall provide to Buyer a non-binding forecast of the hourly delivery of Energy under this Agreement for an average day in each month of the following calendar year in a form reasonably acceptable to Buyer.

(c) Ten (10) Business Days before the commencement of the first Contract Year, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly energy deliveries under this Agreement for each day of the following month in a form reasonably acceptable to Buyer.

(d) No later than 5:00 a.m. of each day, Seller shall provide Buyer a non-binding forecast of hourly Energy deliveries under this Agreement for the remainder of such day and the following seven (7) days in a form reasonably acceptable to Buyer. Each such Notice shall clearly identify, for each hour, Seller's forecast of all deliveries of Energy pursuant to this Agreement. In the event that Seller foresees that actual deliveries under this Agreement for any hour will be materially different than a forecast previously provided for such day, Seller shall, as soon as reasonably possible, provide Notice to Buyer of such change and an updated forecast.

3.18 Weather Station.

(a) No later than sixty (60) Days prior to the Commercial Operation Date, Seller, at its own expense, shall install and maintain at least one stand-alone meteorological station at the Site to monitor, measure, communicate and report the meteorological data required under Section 3.18(b). Seller shall maintain and replace the meteorological station as necessary to provide accurate data with respect to the location of the Project.

(b) Upon the Commercial Operation Date, and continuing through the end of the Delivery Term, Seller shall record and maintain the following data:

(i) real and reactive power production by the Project for each hour;

(ii) changes in operating status, outages and maintenance events;

(iii) any unusual conditions found during inspections;

(iv) any significant events related to the operation of the Project; and

(v) fifteen (15) minute and hourly time-averaged measurements from data samples at sixty (60) seconds or greater frequency for the following parameters at the Project: total global horizontal irradiance, total global radiation within the plane of the array, air temperature, relative humidity, wind direction and speed, back of module surface temperature, and other pertinent meteorological conditions.

(c) Buyer shall have real-time access to the required meteorological data at a frequency not to exceed every fifteen (15) minutes. Seller shall provide Buyer a report within thirty (30) days after the end of each month that provides the foregoing information for such month as well as any other additional information that Buyer reasonably requests regarding conditions at the Site and the operation of the Project that is collected and maintained by Seller in the ordinary course of Project operations.

(d) Seller shall make available to Buyer all data from any weather monitoring portals Seller elects to install at the Site.

(e) Subject to procedures agreed upon in the Operating Procedures, Buyer shall have the right to install equipment and associated communication infrastructure to enable Buyer to monitor, measure and communicate pertinent operation and weather data.

3.19 Compliance Cost Cap.

Costs applicable to the Compliance Cost Cap are only those costs applicable under the definition of “Compliance Costs” and are new costs associated with a Change of Law occurring after the Effective Date. The Parties agree that the Compliance Costs Seller shall be required to bear during the Delivery Term shall be capped annually at \$ [REDACTED] per MW of Installed Capacity and in the aggregate throughout the Delivery Term at \$ [REDACTED] per MW of Installed Capacity (collectively, the “**Compliance Cost Cap**”). In the event and to the extent that the Compliance Costs incurred by Seller exceed the Compliance Cost Cap, Buyer shall either reimburse Seller for such Compliance Costs that exceed the Compliance Cost Cap, or excuse Seller from performing the obligations of this Agreement that would otherwise cause it to incur Compliance Costs in excess of the Compliance Cost Cap. Within sixty (60) Days after the Change of Law that Seller anticipates will cause it to incur Compliance Costs in excess of the Compliance Cost Cap, Seller shall provide to Buyer Notice with an estimate of the expected annual Compliance Costs caused by such Change of Law. Within thirty (30) Days of the delivery of such Notice with the estimate, Buyer shall provide Seller Notice of (i) Buyer’s request for Seller to incur the Compliance Costs in excess of the Compliance Cost Cap, (ii) Buyer’s initiation of dispute resolution under ARTICLE 17, or (iii) Buyer’s waiver of Seller’s performance of such obligations.

3.20 *Production Guarantee.*

Seller shall cause the Project to be operated in accordance with Prudent Operating Practices. Seller guarantees that the Delivered Energy will equal or exceed the Annual Energy Output Guarantee of Energy in at least one of every two rolling Contract Years. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

ARTICLE 4 PROJECT DESIGN AND CONSTRUCTION

4.1 *Project Development.*

Seller, at no cost to Buyer shall:

- (a) Design and construct the Project.
- (b) Establish and maintain interconnection rights for the Project that permit the full Expected Project Capacity to interconnect to the Transmission System in compliance with the Transmission Provider’s transmission tariff and the Interconnection Agreement.
- (c) Acquire all material Governmental Approvals for the construction, operation, and maintenance of the Project.
- (d) Complete any environmental impact studies necessary for the construction, operation, and maintenance of the Project.
- (e) At Buyer’s reasonable request, provide to Buyer Seller’s electrical specifications and design drawings pertaining to the Project.
- (f) Within thirty (30) days after each calendar quarter following the Effective Date until the Commercial Operation Date, provide to Buyer a construction progress report substantially in the form attached in Exhibit L advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller’s best estimate of the Commercial Operation Date.

4.2 *Commercial Operation.*

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date, unless extended in accordance with Section 4.2(b).

(b) Permitted Extensions to the Target Commercial Operation Date are as follows (the “**Permitted Extensions**”):

- (i) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days if Seller has used Commercially Reasonable Efforts to have the Project physically interconnected

to the Transmission System and to complete all Transmission Owner's Interconnection Facilities, if any, but such interconnection or Transmission Owner's Interconnection Facilities cannot be completed by the Target Commercial Operation Date for reasons beyond Seller's reasonable control and Seller has worked diligently to resolve the delay ("**Interconnection Delay**");

(ii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days if Seller has used commercially reasonable efforts to obtain permits necessary for the construction and operation of the Project, but is unable to obtain such permits and Seller has worked diligently to resolve the delay ("**Permitting Delay**");

(iii) The Target Commercial Operation Date may be extended on a day-for-day basis for a cumulative period equal to no more than [REDACTED] days in the event of Force Majeure ("**Force Majeure Extension**"); provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer's written request; and

(iv) The Target Commercial Operation Date may be extended on a day-for-day basis for each day Buyer is liable to Seller for Transmission Delay Damages pursuant to Section 4.3(b).

(c) Notwithstanding the foregoing, if Seller claims more than one Permitted Extension under Section 4.2(b)(i)-(iii), such extensions cannot cumulatively exceed [REDACTED] days and all Permitted Extensions taken shall be concurrent, rather than consecutive, during any overlapping days.

(d) If Seller claims a Permitted Extension, Seller shall provide Buyer Notice sixty (60) Days prior to the Target Commercial Operation Date, which Notice must clearly identify the Permitted Extension being claimed and include information necessary for Buyer to verify the length and qualification of the extension; provided that, in the event sixty (60) Days is impracticable or impossible, Seller shall provide as much advanced Notice as is reasonably possible.

4.3 Cure Period and Delay Damages.

(a) Seller shall cause the Project to achieve the Commercial Operation Date by the Target Commercial Operation Date. If the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions and for reasons other than Buyer's failure to obtain transmission service by the Transmission Service Deadline in accordance with Section 3.8(b), then Buyer shall be entitled to draw upon the Seller's Performance Assurance for liquidated damages equal to Daily Delay Damages for each day or portion of a day that the Commercial Operation Date occurs after the Target Commercial Operation Date after giving effect to Permitted Extensions until the earlier of (i) the date that is [REDACTED] days after such date, and (ii) the Commercial Operation Date (the "**Project Cure Period**").

(b) Beginning on the Transmission Service Deadline, in the event that Buyer's failure to

obtain transmission service in accordance with Section 3.8(b) results in Buyer's inability to receive Delivered Energy, then, subject to Section 4.3(c), Buyer shall owe Seller liquidated damages equal to the Transmission Delay Damages for each day or portion of a day that Buyer fails to receive such Delivered Energy.

(c) Notwithstanding Buyer's failure to obtain transmission service pursuant to Section 3.8(b) and resulting inability to receive all or part of the Delivered Energy, Seller shall use Commercially Reasonable Efforts to commence operations and deliver electricity from the Project, which shall include, if available, selling the Project output to a utility pursuant to the Public Utility Regulatory Policies Act.

(d) Transmission Delay Damages shall be calculated as follows: (i) to the extent Seller sells electricity from the Project to a third party in accordance with Section 4.3(c), Buyer shall pay Seller only the positive difference between the Contract Price and sums received from the utility for any electricity sold pursuant to this Section 4.3; (ii) to the extent Seller is unable to deliver or sell any electricity that the Project is capable of generating despite using Commercially Reasonable Efforts as a result of Buyer's failure to obtain transmission service, Buyer shall pay Seller the full Contract Price for such electricity. In addition, in calculating the Transmission Delay Damages, Buyer shall pay Seller any reasonably incurred and documented costs corresponding to its efforts to sell the Delivered Energy to a third party. For the avoidance of doubt, Buyer shall also be liable to Seller pursuant to Section 11.3 to the extent Buyer's failure to obtain transmission service results in the full or partial loss or recapture of Tax Attributes.

(e) Each Party agrees and acknowledges that (i) the damages that the other Party would incur due to the delays described in this Section 4.3 would be difficult or impossible to predict with certainty and (ii) the Daily Delay Damages and Transmission Delay Damages are an appropriate approximation of such damages.

4.4 Project Capacity, Default Commercial Operation Date, and Termination Option.

(a) Seller shall provide Notice to Buyer no later than thirty (30) days prior to the Default Commercial Operation Date if it anticipates a Capacity Shortfall. Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Default Commercial Operation Date of the actual Capacity Shortfall, if any. Buyer shall have twenty (20) days after receipt of such notice to either: (i) elect to waive the obligation of Seller to complete the Capacity Shortfall, and neither Party shall have any further obligations with respect to the development, sale, delivery, receipt, or purchase of the Capacity Shortfall (the "**Termination Option**"); or (ii) elect to purchase any amount of Capacity Shortfall that achieves Commercial Operation in accordance with the terms of this Agreement after the Default Commercial Operation Date at the Option Price (the "**Continuation Option**"). For avoidance of doubt, the Agreement shall remain in full force and effect at the Contract Price with respect to any Project capacity that achieved Commercial Operation as of the Default Commercial Operation Date.

(b) If Buyer elects the Continuation Option, then Seller shall continue to pursue Commercial Operation of any Capacity Shortfall. If there remains a Capacity Shortfall as of the Commercial Operation Date, Seller shall then provide Notice to Buyer no later than ten (10) Business Days after the Commercial Operation Date specifying the Installed Capacity. Subject to

Seller's payment of both the Capacity Shortfall Damages as provided below and all applicable Daily Delay Damages pursuant to Section 4.3, the Seller's Performance Assurance will be reduced to reflect the Installed Capacity and all of Seller's Performance Assurance posted in excess of such Installed Capacity shall be promptly returned to Seller. Seller shall pay Buyer, as liquidated damages and not as a penalty, an amount (the "**Capacity Shortfall Damages**") equal to (i) (1) the Capacity Shortfall as of the Commercial Operation Date, in MW, multiplied by (2) \$ [REDACTED] per MW, minus (ii) all Daily Delay Damages previously paid by Seller to Buyer for such amount of Capacity Shortfall.

(c) Each Party agrees and acknowledges that (i) the damages that Buyer would incur due to the Capacity Shortfall would be difficult or impossible to predict with certainty, and (ii) the Capacity Shortfall Damages is an appropriate approximation of such damages. In order to satisfy the Capacity Shortfall Damages, Buyer shall have the right to immediately draw upon and apply the Seller's Performance Assurance to the payment of the Capacity Shortfall Damages. Seller's payment of the Capacity Shortfall Damages hereunder shall constitute Buyer's sole remedy for Seller's failure to achieve Commercial Operation of the Capacity Shortfall.

ARTICLE 5 METERING AND MEASUREMENT

5.1 *Metering System.*

The Parties shall ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with the Interconnection Agreement and Prudent Operating Practices in order to measure and record the amount of Energy delivered from the Project to the Delivery Point. The meters shall be of a mutually acceptable accuracy range and type. Seller shall be responsible for the cost of all metering that will be installed, owned, operated and maintained by the Meter Owner for the purpose of determining the amount of Energy delivered to the Delivery Point. Except in the event of a System Emergency or any order of a Governmental Authority, no one other than the Meter Owner shall make adjustments to the Metering System without the written consent of Meter Owner, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer is the Meter Owner, then Seller, may, at its own cost, install additional meters or other such facilities, equipment or devices on Seller's side of the Delivery Point as Seller deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Buyer will be entitled to rely upon its own Metering System.

5.2 *Inspection and Adjustment.*

(a) The Meter Owner shall inspect and test the Metering System at such times as will conform to Prudent Operating Practices, but not less often than every Contract Year. Upon reasonable written request to the Meter Owner, the other Party may request, at its own expense, inspection or testing of any such meters more frequently than once every Contract Year.

(b) If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an

adjustment shall be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the Metering System to the date such failure is discovered or such test is made (“**Adjustment Period**”). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Buyer shall pay Seller any additional amounts then due for deliveries of Energy during the Adjustment Period or Buyer shall be entitled to a credit against any subsequent payments for Energy, as the case may be.

(c) The Parties and their representatives shall be entitled to be present at any test, inspection, maintenance, adjustments and replacement of any part of the Metering System relating to obligations under this Agreement and the Meter Owner shall use commercially reasonable efforts to provide no less than ten (10) Business Days’ prior notice of any such test, inspection or other event.

ARTICLE 6 EARLY TERMINATION

6.1 Early Termination.

(a) In addition to applicable termination rights otherwise expressly provided in this Agreement, this Agreement may be terminated prior to the expiration of the Term as follows:

(i) By Seller within thirty (30) days after receipt of the final facilities study report from the Transmission Owner, if the estimated cost of Transmission Owner’s Interconnection Facilities (as identified by the Transmission Owner) exceeds [REDACTED] and Buyer has not agreed in writing to reimburse Seller for any overages;

(ii) By Seller if an Interconnection Agreement in form and substance satisfactory to Seller, in its sole commercially reasonable discretion, is not executed on or before on or before December 31, 2022 or

(iii) By Seller, in the event that Seller has not obtained the necessary fee, leasehold or other title to or interest in the Site and all Governmental Approvals necessary to construct and operate the Project in the manner contemplated by this Agreement and which are final and no longer subject to appeal or legal challenge, on or before September 30, 2022; *provided* that Seller gives Buyer Notice of such termination within fifteen (15) Days after such date.

(b) Notwithstanding any provision of this Agreement to the contrary, in the event of termination pursuant to this Section 6.1, the Parties shall be released and discharged from any

obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination, *provided* that such termination shall not discharge or relieve either Party from any obligation that has accrued prior to such termination or otherwise limit the survival provisions set forth in Section 19.1.

ARTICLE 7 EVENTS OF DEFAULT

7.1 *Events of Default.*

An “**Event of Default**” shall mean,

(a) with respect to a Party that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) the failure by such Party to satisfy, when due, any Performance Assurance requirements within ten (10) Business Days after receipt of Notice of such failure;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) Days after Notice thereof;

(iv) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) and such failure is not remedied within thirty (30) Days after Notice thereof; provided, however, that if such failure is not reasonably capable of being remedied within the thirty (30) Day cure period, such Party shall have such additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to remedy such failure, so long as such Party promptly commences and diligently pursues such remedy;

(v) such Party becomes Bankrupt;

(vi) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 14.1;

(vii) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party; or

(b) with respect to Buyer as the Defaulting Party, the failure to obtain firm transmission service sufficient to receive the Delivered Energy at the Delivery Point in accordance with Section

3.13(b) by the Transmission Service Deadline, except to the extent Buyer secures interim transmission service sufficient to receive the Delivered Energy from the Transmission Service Deadline at the Delivery Point that becomes firm transmission service no later than the Default Commercial Operation Date; or

(c) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Energy or Environmental Attributes that was not generated by or associated with the Project; or

(ii) Seller Abandons the Project.

7.2 Remedies; Declaration of Early Termination Date.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the right to one or more of the following:

(a) send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”);

(b) collect in connection with such Early Termination Date a Termination Payment;

(c) accelerate all amounts owing between the Parties and end the Delivery Term effective as of the Early Termination Date;

(d) withhold any payments due to the Defaulting Party under this Agreement;

(e) suspend performance; and

(f) exercise its rights pursuant to Section 9.3 to draw upon and retain Performance Assurance.

7.3 Termination Payment.

On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Non-Defaulting Party will calculate the Termination Payment, which shall equal the Settlement Amount, net of any sums owed by the Non-Defaulting Party to the Defaulting Party. If the Termination Payment calculation yields a positive number, then the Defaulting Party shall owe the Termination Payment to the Non-Defaulting Party. If the Termination Payment calculation results in a negative number, then the Termination Payment shall be zero. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Settlement Amount as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages; provided, however, that any lost Environmental Attributes shall be deemed direct

damages covered by this Agreement. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (a) the actual damages that the Non-Defaulting Party would incur in connection with the termination of this Agreement would be difficult or impossible to predict with certainty, (b) the Termination Payment described in this section is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this section is the exclusive remedy of the Non-Defaulting Party in connection with the termination of this Agreement but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect to terminate this Agreement as its remedy for an Event of Default by the Defaulting Party.

7.4 *Notice of Payment of Termination Payment.*

As soon as practicable after a designation of the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

7.5 *Disputes with Respect to Termination Payment.*

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with ARTICLE 17. The Defaulting Party shall pay all undisputed portions of the Termination Payment and provide Performance Assurance equal to the disputed portion until final resolution of the dispute.

7.6 *Rights and Remedies Are Cumulative.*

Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this ARTICLE 7 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

7.7 *Mitigation.*

Any Non-Defaulting Party shall be obligated to use Commercially Reasonable efforts to mitigate its Costs and Losses resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 8 PAYMENT

8.1 *Billing and Payment.*

On or about the tenth (10th) day of each month beginning with the month following the Initial Energy Delivery Date and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer an invoice covering the Product delivered in the preceding month determined in accordance with Article 4 (which may include preceding months), with all component charges and unit prices identified and all calculations used to arrive at invoiced amounts described in reasonable detail. Buyer shall pay the undisputed amount of such invoices on or before thirty (30) Days after date of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by regular mail, facsimile, or e-mail.

8.2 *Disputes and Adjustments of Invoices.*

A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.2 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not Affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

ARTICLE 9 INSURANCE, CREDIT AND COLLATERAL REQUIREMENTS

9.1 *Insurance.*

In connection with Seller's performance of its duties and obligations under this Agreement, during the Delivery Term, Seller shall maintain insurance in accordance with Exhibit G.

9.2 *Grant of Security Interest.*

To the extent a PA Provider delivers Performance Assurance hereunder, it hereby grants to the other Party (the “**PA Beneficiary**”) a present and continuing first priority security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the PA Beneficiary, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the PA Beneficiary’s first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default by the PA Provider or an Early Termination Date as a result thereof, the PA Beneficiary may do any one or more of the following: (i) exercise any of the rights and remedies of a secured party with respect to all Performance Assurance, including any such rights and remedies under Applicable Law then in effect; (ii) exercise its rights of setoff against such collateral and any and all proceeds resulting therefrom or from the liquidation thereof; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all or any portion of any Performance Assurance then held by or for the benefit of the PA Beneficiary free from any claim or right of any nature whatsoever of PA Provider, including any equity or right of purchase or redemption. PA Beneficiary shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the PA Provider’s obligations under the Agreement (the PA Provider remaining liable for any amounts owing to the PA Beneficiary after such application), subject to PA Beneficiary’s obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

9.3 *Performance Assurance.*

(a) Seller’s Performance Assurance. Seller agrees to deliver to Buyer and thereafter maintain in full force and effect for the remainder of the Term, Performance Assurance in the amount of [REDACTED] dollars per MW ([REDACTED]) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable, within thirty (30) Days following the Effective Date.

(b) Buyer’s Performance Assurance. If Buyer is not a Creditworthy Entity as of the Effective Date or at any time after the Effective Date is subject to a Downgrade Event, then, within thirty (30) days after the Effective Date or Downgrade Event, as applicable, and for such periods as Buyer is not a Creditworthy Entity, Buyer shall provide Seller with Performance Assurance in the amount of [REDACTED] dollars per MW ([REDACTED] MW) of Buyer’s Share of the Expected Project Capacity or Installed Capacity, as applicable.

(i) If at any time during the Term Buyer becomes a Creditworthy Entity, then Buyer will not be required to provide Buyer’s Performance Assurance and Seller shall refund any unused portion of Buyer’s Performance Assurance within thirty (30) Days of receipt of Notice and verification of its status as a Creditworthy Entity.

(c) Any sum due under this Agreement (other than disputed amounts) and not satisfied within thirty (30) Days of becoming due and owing may be satisfied by a Party by a draw on Performance Assurance until such Performance Assurance has been exhausted. In addition, upon termination, a Party shall have the right to draw upon Performance Assurance for any undisputed

amounts owed under this Agreement if not paid when due pursuant to Section 8.1. Performance Assurance shall not be subject to replenishment.

(d) A PA Beneficiary shall pay interest on cash held as Performance Assurance at the Prime Rate.

(e) If, during the Term, there shall occur a Downgrade Event in respect to a Party's Guarantor, then the applicable PA Provider shall deliver to the PA Beneficiary replacement Performance Assurance within ten (10) Days of such Downgrade Event.

(f) A Party's obligation to maintain Performance Assurance shall terminate upon the occurrence of the following: (i) the Term of the Agreement has ended, or an the Agreement has been terminated pursuant to Section 7.2, as applicable; and (ii) all payment obligations of the PA Provider arising under this Agreement, Termination Payment, indemnification payments or other damages are paid in full. Upon the occurrence of the foregoing, each Party shall promptly return to the other Party the unused portion of the applicable Performance Assurance, including the payment of any interest due thereon.

(g) Any Letter of Credit provided pursuant to this Agreement must provide, among other things, that the PA Beneficiary is entitled to draw the full amount of such Letter of Credit if: (i) the Letter of Credit has not been renewed or replaced within thirty (30) days prior to the expiration date of the Letter of Credit; or (ii) the issuer of the Letter of Credit fails to maintain a credit rating of at least A- from S&P and a rating of at least A3 from Moody's and the Party required to provide the Letter of Credit has failed, within ten (10) Business Days after receipt of Notice thereof by the PA Beneficiary to replace such Letter of Credit with another Letter of Credit, in a form reasonably acceptable to the issuer of the Letter of Credit and PA Beneficiary. Costs of a Letter of Credit shall be borne by the PA Provider.

ARTICLE 10

REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 *Representations and Warranties.*

On the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has or will obtain in accordance herewith all Governmental Approvals necessary for it to perform its obligations under this Agreement, other than those Governmental Approvals that are not required to be obtained, and, as to Seller, all Governmental Approvals and all rights, title and interest in and to the Site and as otherwise necessary to construct, operate and maintain the Project and related interconnection facilities, as of the Effective Date;

(c) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Law;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) except as may be set forth in its reports filed with the SEC, there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement; and

(g) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

10.2 General Covenants.

Each Party covenants that throughout the Term:

(a) it shall continue to be duly organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its formation;

(b) it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement; and

(c) it shall perform its obligations under this Agreement in a manner that does not violate any of the terms and conditions in its governing documents, any material contracts to which it is a party or any Applicable Law or Governmental Approval.

10.3 Seller Covenants.

Seller covenants as follows:

(a) that, from the Initial Energy Delivery Date through the expiration or termination of this Agreement, the Project shall be operated and maintained in all material respects in accordance with this Agreement, Applicable Laws, Governmental Approvals and Prudent Operating Practices; and

(b) throughout the Term that it, or its permitted successors or assigns, shall maintain ownership of a fee, easement, long-term leasehold interest, or other similar asset ownership interest in the Project.

10.4 Buyer's Covenants.

Buyer covenants as follows:

(a) from the date hereof through the expiration or termination of this Agreement, Buyer shall comply in all material respects with this Agreement and Applicable Laws.

(b) Buyer will, at Seller's expense, reasonably cooperate with Seller in opposing, and will not support any action of any regulatory body having jurisdiction thereover that could result in the modification or vitiation of any of the terms or conditions hereof or have any other material adverse effect on Seller, the Project or this Agreement.

(c) Buyer shall not treat this Agreement for tax purposes as a lease of the Project rather than a service contract; Buyer shall not take an ownership interest in the Project during the first five (5) Contract Years following the Commercial Operation Date (for the avoidance of doubt, nothing in this Agreement permits Buyer to take an ownership interest in the Project); and Buyer shall not take any action or inaction in breach of this Agreement or otherwise fail to obtain transmission service in a manner that would prevent the Project from being placed in service for tax purposes prior to the Default Commercial Operation Date.

(d) Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(e) Buyer covenants that Buyer's obligations under this Agreement shall qualify as operating expenses which enjoy first priority payment at all times under any and all bond or other ordinances or indentures to which Buyer is a party relating to electric utility operations and shall be included as part of the rate calculations required by any rate-related debt covenants to which Buyer is bound.

(f) Buyer covenants that from the date hereof through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar Project Participant payment obligations pursuant to the FMPA Solar Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar Project Participants set forth in Exhibit K; and (iii) not agree to any amendment, modification or alteration of any FMPA Solar Project Power Sales Contract that would materially adversely affect the FMPA Solar Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Buyer shall enforce the provisions of the FMPA Solar Project Power Sales Contracts and duly perform its covenants and agreements thereunder; provided, however, that notwithstanding any provision of this Agreement to the contrary, in the event of the failure of an FMPA Solar Project Participant to observe the FMPA Solar Project Participant Covenants, such failure shall be considered a Downgrade Event (without limiting Events of Default) and the sole and exclusive remedy of Seller for such failure shall be the delivery by Buyer to Seller of

Performance Assurance in the form of a Letter of Credit or cash in an amount equal to the then applicable amount of Buyer's Performance Assurance.

(h) Buyer covenants that from the Effective Date through the expiration or termination of this Agreement, Buyer shall (i) establish and maintain FMPA Solar II Project Participant payment obligations pursuant to the FMPA Solar II Project Power Sales Contracts at amounts sufficient to meet FMPA's costs and liabilities lawfully owed under this Agreement; (ii) deliver written Notice to Seller of (A) any defaults occurring under any FMPA Solar II Project Power Sales Contract that are not cured by the applicable cure period and (B) any changes to the list of FMPA Solar II Project Participants set forth in Exhibit K; and (iii) not agree to any amendment of any FMPA Solar II Project Power Sales Contract that would materially adversely affect the FMPA Solar II Project Participant Covenants without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 11

TITLE, RISK OF LOSS, INDEMNITIES

11.1 *Title and Risk of Loss.*

Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

11.2 *Indemnities by Seller.*

Seller shall release, indemnify, defend, and hold harmless Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all actions, suits, losses, costs, damages, injuries, liabilities, claims, demands, penalties and interest, including reasonable costs and attorneys' fees ("**Claims**") resulting from, or arising out of or in any way connected with (i) any event, circumstance, act, or incident relating to the Product delivered under this Agreement up to and at the Delivery Point, (ii) Seller's development, permitting, construction, ownership, operation and/or maintenance of the Project, (iii) the failure by Seller or the failure of the Project to comply with Applicable Laws, (iv) any Governmental Charges for which Seller is responsible hereunder, or (v) any liens, security interests, encumbrances, or other adverse claims against the Product delivered hereunder made by, under, or through Seller, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Buyer, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

11.3 *Indemnities by Buyer.*

To the fullest extent permitted by Florida law, subject to and without waiving its rights to sovereign immunity under Florida law, Buyer shall release, indemnify, defend, and hold harmless Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives against and from any and all Claims resulting from, or arising out of or in any way connected with (i) any

event, circumstance, act, or incident relating to the Product received by Buyer under this Agreement after the Delivery Point, (ii) the failure by Buyer to comply with Applicable Laws, (iii) Buyer's breach of this Agreement, or (iv) any Governmental Charges for which Buyer is responsible hereunder, in all cases including, without limitation, any Claim for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such Claim to the extent caused by the willful misconduct or gross negligence of Seller, its Affiliates, and its and their directors, officers, employees, agents, and representatives.

ARTICLE 12 GOVERNMENTAL CHARGES

12.1 *Cooperation.*

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party incurs any cost, expense, risk, obligation or liability or is otherwise materially adversely affected by such efforts.

12.2 *Governmental Charges.*

Seller shall pay or cause to be paid all taxes imposed by any governmental authority ("**Governmental Charges**") on or with respect to the Product or the transaction under this Agreement arising prior to and at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the transaction under this Agreement at and after the Delivery Point. In the event Seller is required by Applicable Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by Applicable Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Applicable Law.

ARTICLE 13 CONFIDENTIAL INFORMATION

13.1 *Confidential Information.*

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Project that they consider confidential and proprietary (together with the terms and conditions of this Agreement, the "Confidential Information"). Notwithstanding the confidential and proprietary nature of such Confidential Information, the

Parties (each, the “**Disclosing Party**”) may make such Confidential Information available to the other (each, a “**Receiving Party**”) subject to the provisions of this Section 13.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall:

(i) Treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as required by law, subject to the restrictions set forth below;

(ii) Restrict access to such Confidential Information to only those employees, subcontractors, suppliers, vendors, and advisors whose access is reasonably necessary for the development, construction, operation or maintenance of the Project and for the purposes of this Agreement who shall be bound by the terms of this Section 13.1;

(iii) Use such Confidential Information solely for the purpose of developing the Project and for purposes of this Agreement; and

(iv) Upon the termination of this Agreement, destroy or return any such Confidential Information in written or other tangible form and any copies thereof; provided, however, that either Party shall be entitled to keep a record copy of such information to the extent required by Florida law.

(c) The restrictions of this Section 13.1 do not apply to:

(i) Release of this Agreement or Confidential Information to any Governmental Authority required for obtaining any approval or making any filing pursuant to Sections 3.12 or 12.2, *provided* that each Party agrees to cooperate in good faith with the other to maintain the confidentiality of the provisions of this Agreement and the Confidential Information by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law;

(ii) Information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party, *provided* that the Person or Persons developing such information have not had access to any Confidential Information;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which is, in the reasonable written opinion of counsel of the Receiving Party, required to be disclosed pursuant to Applicable Law (including, without limitation, any request pursuant to Chapter 119 of the Florida Statutes, or other state or federal public records law, freedom of information act, or other similarly title law); *provided, however*, that the Receiving Party, prior to such disclosure, shall provide

reasonable advance Notice to the Disclosing Party of the time and scope of the intended disclosure in order to provide the Disclosing Party an opportunity to obtain, at its sole expense, a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure.

(d) Notwithstanding the foregoing, Seller may disclose Confidential Information to the Project Investors and any other financial institutions expressing an interest in providing equity or debt financing or refinancing and/or credit support to Seller, and the agent or trustee of any of them, any advisors, consultants, insurance providers, brokers of Seller, Project Investors or other financial institutions.

(e) Neither Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information, with the intent that such information will be published (other than information that is, in the reasonable written opinion of counsel to the Disclosing Party, required to be distributed or disseminated pursuant to Applicable Law, *provided* that the Disclosing Party has given Notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 13.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Project or as are necessary in order to fulfill such Party's obligations under this Agreement.

(f) The obligations of the Parties under this Section 13.1 shall remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

ARTICLE 14 ASSIGNMENT

14.1 *Successors and Assigns; Assignment.*

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the foregoing, no consent shall be required for the following:

(i) Any assignment of this Agreement by Seller to any Project Investors as collateral security for obligations under the financing documents entered into with such Project Investors;

(ii) Any assignment by the Project Investors to a third party after the Project Investors have exercised their foreclosure rights with respect to this Agreement or the Project;

(iii) Any assignment or transfer of this Agreement by Seller to an Affiliate of Seller; or

(iv) Any assignment or transfer of this Agreement by Seller to a Person succeeding to all or substantially all of the assets of Seller, provided that such Person is a Qualified Transferee.

(c) An assignee shall be afforded no additional rights, interests or remedies beyond those specifically granted to the assignor in this Agreement. The Party seeking to assign or transfer this Agreement shall be solely responsible for paying all costs and expenses, including attorney's and advisor fees of any such assignment.

(d) Buyer acknowledges that upon an event of default under any financing documents relating to the Project, subject to receipt by Buyer of Notice, any of the Project Investors may (but shall not be obligated to) assume, or cause its designee or a new lessee or buyer of the Project that is a Qualified Transferee to assume, all of the interests, rights and obligations of Seller thereafter arising under this Agreement, provided that Buyer's interests, rights and obligations under this Agreement will remain in full force and effect.

(e) If the rights and interests of Seller in this Agreement shall be assumed, sold or transferred as herein provided, and the assuming party shall agree in writing to be bound by and to assume, the terms and conditions hereof and any and all obligations to Buyer arising or accruing hereunder from and after the date of such assumption, then Seller shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Buyer shall continue this Agreement with the assuming party as if such Person had been named as Seller under this Agreement. Notwithstanding any such assumption by any of the Project Investors or a designee thereof, Seller shall not be released and discharged from and shall remain liable for any and all obligations to Buyer arising or accruing hereunder prior to such assumption.

(f) The provisions of this ARTICLE 14 are for the benefit of the Project Investors as well as the Parties hereto, and shall be enforceable by the Project Investors as express third-party beneficiaries hereof. Buyer hereby agrees that none of the Project Investors, nor any bondholder or participant for whom they may act or any trustee acting on their behalf, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Seller or shall have any obligation or liability to Buyer with respect to this Agreement except to the extent any of them becomes a party hereto pursuant to this ARTICLE 14.

14.2 Collateral Assignment.

(a) Seller, without approval of Buyer, may, by security, charge or otherwise encumber its interest under this Agreement in favor of a Project Investor for the purposes of financing the development, construction and/or operation of the Project and the Seller's Interconnection Facilities.

(b) Promptly after making such encumbrance, Seller shall notify Buyer in writing of the name, address, and telephone and facsimile numbers of each Project Investor to which Seller's interest under this Agreement has been encumbered. Such Notice shall include the names of the account managers or other representatives of the Project Investors to whom all written and telephonic communications should be addressed.

(c) After giving Buyer such initial Notice, Seller shall promptly give Buyer Notice of any change in the information provided in the initial Notice or any revised Notice.

(d) If Seller encumbers its interest under this Agreement as permitted by this Section 14.2, the following provisions shall apply:

(i) The Parties, except as provided by the terms of this Agreement, shall not modify or cancel this Agreement without the prior written consent of the Project Investors;

(ii) The Project Investors or their designees shall have the right, but not the obligation, to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller and such act performed by the Project Investors or their designees shall be as effective to prevent or cure an Event of Default as if done by Seller, provided that, if any such Project Investor or its designee elects to perform any act required to be performed by Seller under this Agreement to prevent or cure an Event of Default by Seller, Buyer will not be deemed to have waived or relinquished its rights and remedies as provided in this Agreement;

(iii) Buyer shall upon request by Seller execute statements certifying that this Agreement is unmodified (or, modified and stating the nature of the modification), in full force and effect and, to the knowledge of Buyer, the absence or existence (and the nature thereof) of Events of Default hereunder by Seller and documents of consent to such assignment to the encumbrance and any assignment to such Project Investors; and

(iv) Upon the receipt of a written request from Seller or any Project Investor, Buyer shall use Commercially Reasonable Efforts to execute, or arrange for the delivery of, such certificates, opinions and other documents as may be reasonably necessary in order for Seller to consummate any financing or refinancing of the Project or any part thereof and will enter into reasonable agreements with such Project Investor, which agreements will grant certain rights to the Project Investors as more fully developed and described in such documents, including (a) this Agreement shall not be terminated (except for termination pursuant to the terms of this Agreement) without the consent of Project Investor, which consent is not to be unreasonably withheld or delayed, (b) Project Investors shall be given notice of, and the opportunity to cure as provided in Section 14.2(d)(ii), any breach or default of this Agreement by Seller, (c) that if the Project Investor forecloses, take a deed in lieu of foreclosure or otherwise exercise its remedies pursuant to any security documents, then (i) Buyer shall, at Project Investor's request, continue to perform all of its obligations hereunder, and Project Investor or its nominee may perform in the place of Seller, and may assign this Agreement to another Person in place of Seller, provided that such other Person is a Qualified Transferee, (ii) Project Investor shall have no liability under this Agreement except during the period of such Project Investor's ownership or operation of the Project and (iii) that Buyer shall accept performance in accordance with this Agreement by Project Investor or its nominee, and (d) that Buyer shall make the same representations and warranties to Project Investor as Buyer made to Seller pursuant to this Agreement. The Parties agree that an agreement substantially in the form of Exhibit J shall be reasonable.

ARTICLE 15 FORCE MAJEURE

15.1 *Force Majeure Events.*

To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under this Agreement and such Party gives Notice and details of the Force Majeure Event to the other Party as detailed below, then, the Party impacted by the Force Majeure Event shall be excused from the performance of its obligations to the extent impacted. As soon as practicable after commencement of a Force Majeure Event, the non-performing Party shall provide the other Party with oral notice of the Force Majeure Event, and within two (2) weeks of the commencement of a Force Majeure Event (or such longer period as reasonably required given the nature of the Force Majeure Event), the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure Event claim and the anticipated impact on the non-performing Party's ability to perform its obligations and the non-performing Party's anticipated plan to resume full performance of the obligations impacted by the Force Majeure Event. Seller shall not substitute Product from any other source for Buyer's Share of the output of the Project during an outage resulting from a Force Majeure Event. The suspension of performance due to a claim of a Force Majeure Event must be of no greater scope and of no longer duration than is required by the Force Majeure Event. Buyer shall not be required to make any payments for any Product that Seller fails to schedule, deliver or provide as a result of a Force Majeure Event during the term of such Force Majeure Event.

15.2 *Extended Force Majeure Events.*

This Agreement may be terminated by either Party with no further obligation to the other Party if a Force Majeure Event prevents the performance of a material portion of the obligations hereunder and such Force Majeure Event is not resolved and full performance is resumed within twelve (12) months after the commencement of such Force Majeure Event, subject to Seller's right to extend in this Section 15.2. If Seller is the non-performing Party due to damage to the Project caused by a Force Majeure Event, Seller shall have up to [REDACTED] Days following the start of such Force Majeure Event to obtain a report from an independent, third party engineer stating whether the Project is capable of being repaired or replaced within [REDACTED] additional months from the date of the report. Seller shall promptly provide Buyer a copy of the engineer's report at no cost to Buyer. If such engineer's report concludes that the Project is capable of being repaired or replaced within such [REDACTED] month period and Seller undertakes and continues such repair or replacement with due diligence, then Buyer shall not have the right to terminate this Agreement pursuant to this Section until the expiration of the period deemed necessary by the engineer's report (not to exceed [REDACTED] months), after which time, either Party may terminate by Notice to the other Party unless the Project has been repaired or replaced, as applicable, and the Seller has resumed and is satisfying its performance obligations under this Agreement.

ARTICLE 16 LIMITATIONS ON LIABILITY

16.1 *Disclaimer of Warranties.*

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

16.2 *Limitations on Liability.*

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATION IN RESPECT OF THIRD PARTY CLAIMS OR AS OTHERWISE EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF ARTICLE 11, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

16.3 *Buyer Liability.*

(a) This Agreement is a liability and financial obligation of the Solar II Project only. No liability or obligation under this Agreement shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally, any individual FMPA member, or any of any other project designated by FMPA in accordance with Article II of the Interlocal Agreement.

(b) Each FMPA Solar II Project Participant has commitments under the FMPA Solar II Project Power Sales Contracts with regard to the payment obligations to the FMPA Solar II Project for all costs related to this Agreement in the event of a default by one or more other FMPA Solar II Project Participants, as more fully described in the Power Sales Contracts.

ARTICLE 17 DISPUTE RESOLUTION

17.1 *Intent of the Parties*

Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement or any related agreement (a “**Dispute**”) is the dispute resolution procedure set forth in this Article 12. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless will continue to pursue resolution of the Dispute by means of the dispute resolution procedure set forth in this ARTICLE 17.

17.2 *Management Negotiations*

(a) The Parties will attempt in good faith to resolve any Dispute by prompt negotiations between each Party’s authorized representative designated in writing as a representative of the Party (each a “**Manager**”). Either Manager may, by Notice to the other Party, request a meeting to initiate negotiations to be held within ten (10) Business Days of the other Party’s receipt of such request, at a mutually agreed time and place (either in person or telephonically). If the matter is not resolved within fifteen (15) Business Days of their first meeting (“**Initial Negotiation End Date**”), the Managers shall refer the matter to the designated senior officers of their respective companies that have authority to settle the dispute (“**Executives**”). Within five (5) Business Days of the Initial Negotiation End Date (“**Referral Date**”), each Party shall provide one another Notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(b) Within five (5) Business Days of the Referral Date, the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) Days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(c) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process or judicial proceeding between the Parties. The Parties shall bear their respective costs, expenses and fees relating to the activities under this Section 17.2.

(d) If the matter is not resolved within forty-five (45) days of the Referral Date, or if the Party receiving the Notice to meet, pursuant to Section 17.2(a) above, refuses or does not meet within the ten (10) Business Day period specified in Section 17.2(a) above, and subject to Sections 16.2, 19.7 and 19.8 of this Agreement, either Party may pursue all remedies available to it at law or in equity. Venue for any action or proceeding shall be state and federal courts in Leon County, Florida.

17.3 *Specific Performance and Injunctive Relief.*

Each Party shall be entitled to seek a decree compelling specific performance with respect to, and

shall be entitled, without the necessity of filing any bond, to seek the restraint by injunction of, any actual or threatened breach of any material obligation of the other Party under Article 13. The Parties in any action for specific performance or restraint by injunction agree that they shall each request that all expenses incurred in such proceeding, including, but not limited to, reasonable counsel fees, be apportioned in the final decision based upon the respective merits of the positions of the Parties.

ARTICLE 18

NOTICES

18.1 Notices.

Whenever this Agreement requires or permits delivery of a “**Notice**” (or requires a Party to “notify”), the Party with such right or obligation shall provide a written communication in the manner specified in herein and to the addresses set forth below; provided, however, that Notices of Outages or other Scheduling or dispatch information or requests, shall be provided in accordance with the terms set forth in the relevant section of this Agreement or the Operating Procedures, as applicable. Invoices may be sent by facsimile or e-mail in addition to overnight mail or courier. A Notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a Notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Each Party shall provide Notice to the other Party of the persons authorized to nominate and/or agree to a Schedule or Dispatch Order for the delivery or acceptance of the Product or make other Notices on behalf of such Party and specify the scope of their individual authority and responsibilities, and may change its designation of such persons from time to time in its sole discretion by providing Notice.

If to Seller: FL Solar 8, LLC

 800 Brickell Avenue, Suite 1100
 Miami, FL 33131
 Attn: President

With a copy to:
 c/o Origis Energy
 800 Brickell Avenue, Suite 1100
 Miami, FL 33131
 Attention: General Counsel

If to Buyer: Florida Municipal Power Agency

 Chief Operating Officer
 8553 Commodity Circle
 Orlando, FL 32819
 Telephone: 407-355-7767
 Email: ken.rutter@fmpa.com

ARTICLE 19 MISCELLANEOUS

19.1 *Effectiveness of Agreement; Survival.*

This Agreement shall be in full force and effect, enforceable and binding in all respects as of the Effective Date until the conclusion of the Term or earlier termination pursuant to the terms of this Agreement; provided however, that the relevant provisions of this Agreement shall remain in effect until (i) the Parties have fulfilled all obligations under this Agreement, including payment in full of amounts due for the Product delivered prior to the end of the Term, the Settlement Amount, indemnification payments or other damages (whether directly or indirectly such as through set-off or netting) and (ii) the undrawn portion of Performance Assurance is released and/or returned as applicable (if any is due). Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 6.1(b) and 13.1 and ARTICLE 16, the indemnity obligations set forth in ARTICLE 11, and the limitations on liabilities set forth herein shall survive (in full force) the expiration or termination of this Agreement.

19.2 *Audits.*

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after such twelve (12)-month period.

19.3 *Amendments.*

This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

19.4 *Waivers.*

Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a breach or default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent breach or default or other matter.

19.5 *Severability.*

If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; *provided* that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the original intent and original economic benefit of the Parties.

19.6 *Standard of Review.*

(a) Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement proposed by a Party, a Person or the FERC acting sua sponte shall be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the “Mobile-Sierra” doctrine).

(b) Notwithstanding any provision of Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any Section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

19.7 *Governing Law.*

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE SOLE AND EXCLUSIVE VENUE FOR ANY DISPUTE, CLAIM OR CONTROVERSY RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS IN LEON COUNTY, FLORIDA.

19.8 *Waiver of Trial by Jury.*

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

19.9 Attorneys' Fees.

In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

19.10 No Third-Party Beneficiaries.

Except as set forth in Article 14, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

19.11 No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

19.12 Cooperation.

The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. If, during the Term, changes in the operations, facilities or methods of either Party will materially benefit a Party without detriment to the other Party, the Parties commit to each other to make Commercially Reasonable Efforts to cooperate and assist each other in making such change, including engaging in good-faith negotiations to revise or supplement this Agreement as appropriate.

19.13 Further Assurances.

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section. No Party shall be required to take any action or execute any document under this Section 19.13 that would negatively change that Party's risk or benefit under this Agreement.

19.14 Captions; Construction.

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and shall not be construed against one Party or the other as a result of the manner in which this Agreement was prepared, negotiated or executed.

19.15 *Entire Agreement.*

This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.

19.16 *Forward Contract.*

The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code.

19.17 *Service Contract.*

Each Party intends this Agreement to be a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code of 1986.

19.18 *Counterparts.*

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each as of the Effective Date set forth above.

FL Solar 8, LLC

By: _____

Name: Chad R. Hite

Title: CEO

Florida Municipal Power Agency

By: Jacob A. Williams

Name: Jacob A. Williams

Title: GM & CEO

EXHIBIT A
CONTRACT PRICE & OPTION PRICE

I. CONTRACT PRICE

A. Initial Term

PERIOD	CONTRACT PRICE (\$/MWh)
From and including the Initial Energy Delivery Date through the remainder of the Initial Term	15\$ [REDACTED]

B. Renewal Terms

Renewal Term 1	
Contract Year	Contract Price (\$/MWh)
21	[REDACTED]
22	[REDACTED]
23	[REDACTED]
24	[REDACTED]
25	[REDACTED]
Renewal Term 2	
Contract Year	Contract Price (\$/MWh)
26	[REDACTED]
27	[REDACTED]
28	[REDACTED]
29	[REDACTED]

EXHIBIT B

DESCRIPTION OF PROJECT

Seller intends to build, own and operate a single axis tracking photovoltaic solar energy generation facility on a site located in Alachua County, Florida, which may be referred to at times in this Agreement as the “Whistling Duck” solar facility. As presently planned, the Expected Project Capacity will be 74.9 MW, and will consist of:

- 74.9 MWac solar PV plant with single-axis tracker, (1) 53/70/88MVA 230/34.5/13.8-kV, three-winding transformer (Ynynd)
- (24) PE HEM FS3350M inverters, each with an integrated pad mount transformer 3465kVA, 34.5/0.63-kV Dy
- 1x15 MVAR capacitor bank at the 34.5kV bus of the substation to which the Project interconnects

Point(s) of Interconnection: The Project will interconnect with the transmission facilities of Duke Energy Florida at a point to be determined in the interconnection study process.

Real Property Description which shall be subject to adjustment to reflect the final survey and any modifications made in accordance with Prudent Operating Practices:

Located in the County of Alachua, Florida (to be updated by Seller in accordance with the Interconnection Agreement).

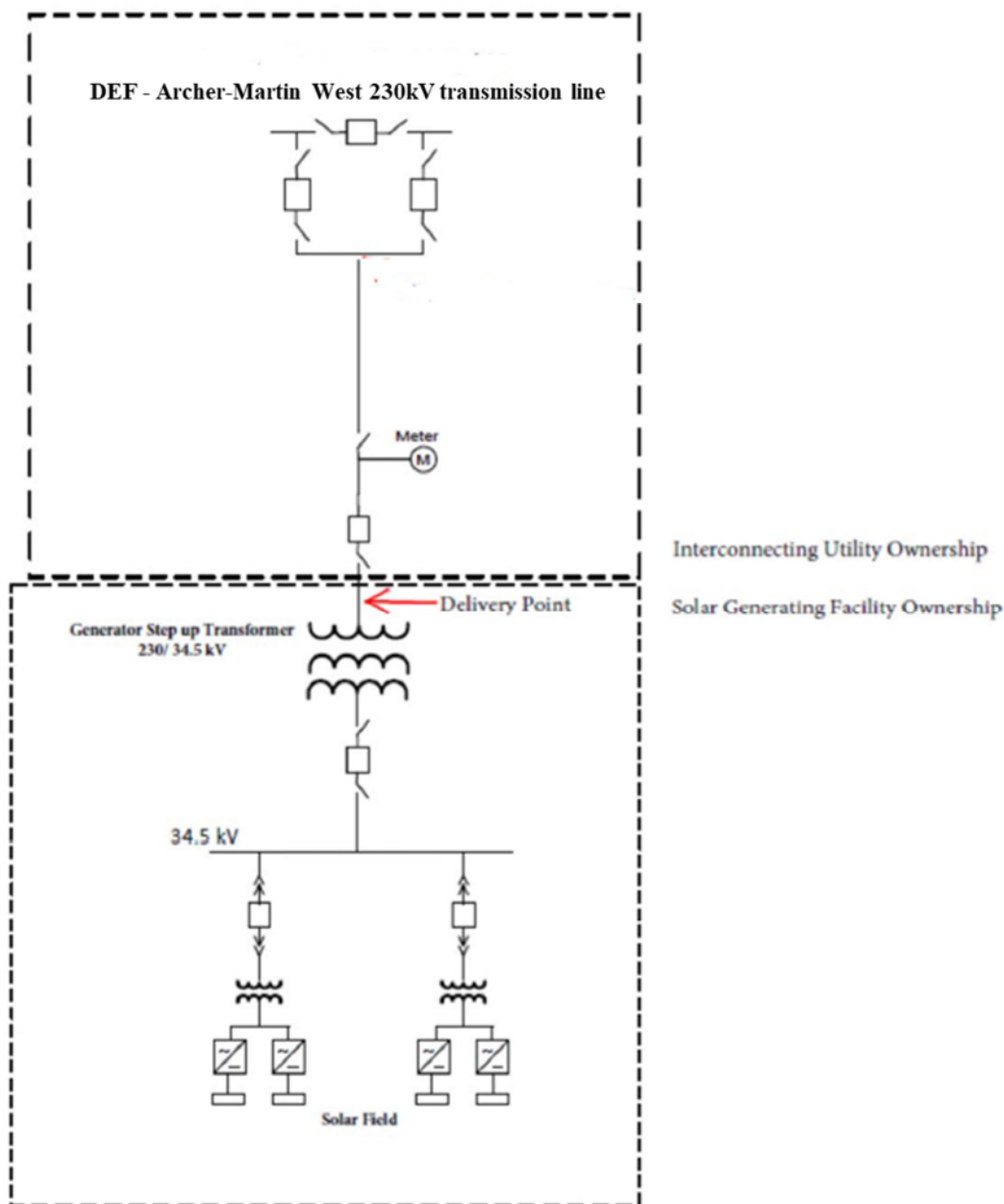
Nothing in this Agreement or Exhibit B is intended to either (i) limit the right of Seller to make any changes to the Project it determines to undertake, or (ii) grant any rights to Buyer regarding the description, nature or components of the Project.

EXHIBIT C

DESCRIPTION OF DELIVERY POINT

Following is a preliminary description of the Delivery Point. Seller shall update as necessary.

The Delivery Point will be at the point the Project interconnects to Duke Energy Florida's transmission system, which (as of the Effective Date) is anticipated to be located at a new substation along the Archer-Martin West 230kV transmission line.



C-1

PRODUCTION GUARANTEE

“Annual Energy Output Guarantee” means, for any Contract Year, (i) Buyer’s Share of the amount set forth in the following Table A for such Contract Year, less (ii) any Excused Energy.

[illegible]

“Damages Rate” means

per MWh of Production Shortfall.

“Excused Energy” means (a) any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of Buyer Curtailment Orders, Buyer’s failure to obtain transmission service or Buyer’s failure to perform, including for reasons outside its control, as contemplated in Section 3.8(c) (other than due to a breach by Seller of its obligations under the Agreement); plus (b) Buyer’s Share of any Energy, measured in MWh, that Seller is unable to schedule or deliver to the Delivery Point as a result of a (i) Curtailment Period, (ii) System Emergency (other than a System Emergency caused by Seller’s breach of the Interconnection Agreement), (iii) Force Majeure Event, or (iv) Planned Outages

“Production Shortfall” means, for any Contract Year, the positive difference (if any) between the Annual Energy Output Guarantee and the Actual Energy Production for that Contract Year.

II. Guarantee and Damages.

a. Production Guarantee Damages. If there is a Production Shortfall in any two rolling consecutive Contract Years, then Seller shall owe Buyer liquidated damages in an amount equal to (i) the Production Shortfall that occurred in the later of the two relevant Contract Years, multiplied by (ii) the Damages Rate (the “**Production Guarantee Damages**”).

b. Annual Report. No later than 45 days after each Contract Year, Seller shall deliver to Buyer: (i) a calculation showing Seller’s computation of the Actual Energy Output for the previous two Contract Years and the Production Guarantee Damages, if any, owed to Buyer, and (ii) payment in full of any Production Guarantee Damages owed to Buyer. Production Guarantee Damages shall be Buyer’s sole remedy for the failure of Seller to satisfy the production guarantee set forth in this Exhibit D.

EXHIBIT E
FORM OF GUARANTY

THIS SOLAR POWER PURCHASE AGREEMENT GUARANTY, dated as of _____ (this “Guarantee”), is issued by [name of guarantor], a _____ (“Guarantor”) in favor of [_____] (“Guaranteed Party”). [BENEFICIARY], a Delaware limited liability company (“Obligor”) is a wholly owned subsidiary of Guarantor.

A. RECITALS

Obligor and Guaranteed Party have entered into a Solar Power Purchase Agreement, dated as of _____ (the “Agreement”).

This Guarantee is delivered to Guaranteed Party by Guarantor pursuant to the Agreement. All terms defined in the Agreement and not otherwise defined in this Guarantee have the meanings given to them in the Agreement.

AGREEMENT

Guarantee.

Guarantee of Obligations Under the Agreement. For value received, Guarantor absolutely, unconditionally and irrevocably, as primary Obligor and not as surety, subject to the express terms hereof, guarantees the payment and performance when due of all obligations, whether now in existence or hereafter arising, by Obligor to Guaranteed Party pursuant to the Agreement (the “Obligations”). This Guarantee is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become discharged or uncollectible in any bankruptcy, insolvency or other similar proceeding, or otherwise unenforceable.

Maximum Guaranteed Amount. Notwithstanding anything to the contrary, Guarantor’s aggregate obligation to Guaranteed Party hereunder is limited to [**insert applicable Required Security Amount**] (the “Maximum Guaranteed Amount”) (it being understood for purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder that any payment by Guarantor either directly or indirectly to the Guaranteed Party, pursuant to a demand made upon Guarantor by Guaranteed Party or otherwise made by Guarantor pursuant to its obligations under this Guarantee, including any indemnification obligations, shall reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis), excluding costs and expenses incurred by Guaranteed Party in enforcing this Guarantee, and shall not either individually or in the aggregate be greater or different in character or extent than the obligations of Obligor to Guaranteed Party under the terms of the Agreement.

Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the Obligations were due.

Waiver of Certain Defenses. Guarantor waives: (a) notice of acceptance of this Guarantee and of the Obligations and any action taken with regard thereto; (b) presentment, demand for payment,

protest, notice of dishonor or non-payment, suit, or the taking of any other action by Guaranteed Party against Obligor, Guarantor or others; (c) any right to require Guaranteed Party to proceed against Obligor or any other person, or to require Guaranteed Party first to exhaust any remedies against Obligor or any other person, before proceeding against Guarantor hereunder; and (d) any defense based upon (i) an election of remedies by Guaranteed Party; (ii) a change in the financial condition, corporate existence, structure or ownership of the Guarantor or Obligor; (iii) the institution by or against Obligor or any other person or entity of any bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Obligor or its assets or any resulting release, stay or discharge of any Obligations; (iv) any lack or limitation of power, incapacity or disability on the part of Obligor or of its directors, partners or agents or any other irregularity, defect or informality on the part of Obligor in the authorization of the Obligations; (v) any lack of validity or enforceability of the Obligations; (vi) any amendment, release, discharge, substitution or waiver of the Agreement or any of the Obligations and (v) any duty of Guaranteed Party to disclose to Guarantor any facts concerning Obligor, the Agreement or the Project, or any other circumstances that might increase the risk to Guarantor under this Guarantee, whether now known or hereafter learned by Guaranteed Party, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances.

Without limitation to the foregoing, Guaranteed Party shall have the right to at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) renew, compromise, extend, accelerate or otherwise change, substitute or supersede the Obligations; (b) take or fail to take any action of any kind in respect of any security for the Obligations, or impair, exhaust, exchange, enforce, waive or release any such security; (c) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations; or (d) compromise or subordinate the Obligations, including any security therefor, or grant any forbearances or waivers, on one or more occasions, for any length of time, or accept settlements with respect to Obligor's performance of any of the Obligations.

Except as expressly set forth in this paragraph, Guarantor shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that Obligor may have to payment or performance of any of the Obligations and also shall be entitled to assert any and all rights, setoffs, counterclaims and other defenses that the Guarantor may have against the Guaranteed Party, other than (a) defenses arising from the insolvency, reorganization or bankruptcy of Obligor, (b) defenses expressly waived in this Agreement by Guarantor, (c) defenses arising by reason of (i) Guarantor's direct or indirect ownership interests in Obligor or (ii) legal requirements applicable to Obligor that prevent the payment by Obligor of its payment obligations that constitute Obligations, and (d) defenses previously asserted by Obligor against such claims to the extent such defenses have been resolved in favor of Guaranteed Party by a court of last resort.

Term. This Guarantee shall continue in full force and effect until the earlier to occur of (a) the substitution of an alternative form of Security by Obligor, (b) the satisfaction of all Obligations of Obligor under the Agreement, or (c) the payment by Guarantor, without reservation of rights, of an aggregate amount equal to the Maximum Guaranteed Amount, together with any other amounts required to be paid by Guarantor pursuant to this agreement. Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time payment,

or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise.

Subrogation. Until all Obligations are indefeasibly paid in full, unless otherwise provided herein, Guarantor waives all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guarantee and any collateral held therefor, and Guarantor subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations. Any amount paid to Guarantor on account of any purported subrogation rights prior to the termination of this Guaranty shall be held in trust for the benefit of Guaranteed Party and shall immediately thereafter be paid to Guaranteed Party.

Expenses. Whether or not legal action is instituted, Guarantor agrees to reimburse Guaranteed Party on written demand for all reasonable attorneys' fees and all other reasonable costs and expenses incurred by Guaranteed Party in enforcing its rights under this Guarantee. Notwithstanding the foregoing, the Guarantor shall have no obligation to pay any such costs or expenses if, in any action or proceeding brought by Guaranteed Party giving rise to a demand for payment of such costs or expenses, it is finally adjudicated that the Guarantor is not liable to make payment.

Assignment. Guarantor shall not be permitted to assign its rights or delegate its obligations under this Guarantee in whole or part without written consent of Guaranteed Party. Guaranteed Party shall not be permitted to assign its rights hereunder except in connection with a permitted assignment of its rights and obligations under the Agreement.

Non-Waiver. The failure of Guaranteed Party to enforce any provisions of this Guarantee at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce same. All remedies of Guaranteed Party under this Guarantee shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity. The terms and provisions hereof may not be waived, altered, modified or amended except in a writing executed by Guarantor and Guaranteed Party.

Entire Agreement. This Guarantee and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the guarantee of the Obligations of Obligor by Guarantor. All prior or contemporaneous agreements or undertakings made, which are not set forth in this Guarantee, are superseded.

Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received; (b) if mailed by certified mail (postage prepaid and return receipt requested), five (5) days after deposit in the U.S. mails; (c) if given by facsimile, when transmitted with confirmed transmission; or (d) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

Attn: _____

If to Guaranteed Party:

Attn: _____

Counterparts. This Guarantee may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument.

Governing Law; Jurisdiction. This Guarantee shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law. Guarantor and Guaranteed Party submit to the jurisdiction and venue of the Superior Court of the District of Columbia or of any federal district court located in the District of Columbia over any disputes relating to this Guarantee.

Further Assurances. Guarantor shall cause to be promptly and duly taken, executed, acknowledged and delivered such further documents and instruments as Guaranteed Party may from time to time reasonably request in order to carry out the intent and purposes of this Guarantee.

Limitation on Liability. Except as specifically provided in this Guarantee, Guaranteed Party shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Obligor in the Agreement.

Effectiveness. This Guarantee shall be effective as of the date set forth in the first paragraph hereof upon its execution by both Guarantor and Guaranteed Party.

IN WITNESS WHEREOF, Guarantor and Guaranteed Party have executed and delivered this Guarantee.

[Guarantor]

By: _____
Name:
Title:

Acknowledged and agreed

[Guaranteed Party]

By: _____
Name:
Title:

EXHIBIT F
FORM OF IRREVOCABLE LETTER OF CREDIT

Irrevocable Standby Letter of Credit No.

Date of Issuance:

Beneficiary:

[Buyer Name]

Applicant/Account Party:

Amount: USD Amount ([Amount] and 00/100)

Initial expiration date at our counter (unless evergreen):

Final expiration date at our counter:

Ladies and Gentlemen:

We, [Bank Name]

("Issuer"), do hereby issue this Irrevocable Transferable Standby Letter of Credit No. {_____} by order of, for the account of, and on behalf of [_____] ("Account Party") and in favor of [Buyer Name]. The term "Beneficiary" includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator.

This Letter of Credit is issued, presentable and payable at the office of the Issuing Bank and we guarantee to YOU that drafts and documents drawn under and in compliance with the terms of this Letter of Credit will be honored on presentation pursuant to the terms of this Letter of Credit.

This Letter of Credit is available in one or more drafts drawn on [Bank Name] and may be drawn hereunder for the account of up to an aggregate amount not exceeding [\$Amount]. This Letter of Credit is drawn against by presentation to us at our office located at [Bank Address] of a drawing certificate (i) signed by an officer of the Beneficiary; (ii) dated the date of presentation; and (iii) the following statement:

"The undersigned hereby certifies to [Bank Name] ("Issuer"), with reference to its Irrevocable Transferable Standby Letter of Credit No.[____], dated _____, issued on behalf of [_____] ("Account Party") and in favor of the [Buyer Name], ("Beneficiary") that:

[said Account Party has failed to perform in accordance with the terms and provisions of the Solar Power Purchase Agreement dated [] to which Account Party and Beneficiary are parties, as such agreement may be amended and supplemented from time to time, and any replacements or substitutions thereof, (collectively, the "Agreement").]

☐ --or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to the terms of the Letter of Credit that Issuing Bank elects not to extend the Letter of Credit for an additional one-year period, and (ii) the Letter of Credit will expire in fewer than thirty (30) days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit.]

The Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$[insert amount in figures] (United States Dollars [insert amount in words]).”

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. Eastern Time, Issuer shall satisfy such drawing request on the second Business Day. If the drawing certificate is received after 10:00 a.m. Eastern Time, Issuer will satisfy such drawing request on the third Business Day.

It is a condition of the letter of credit that it will be automatically extended without amendment for additional one-year periods until [] (the “Final Expiration Date”), unless at least one hundred twenty (120) days prior to any expiration date we send you written notice at the above address by registered mail or overnight courier service that we elect not to consider this Letter of Credit extended for any such period.

This Letter of Credit may be transferred in its entirety (but not in part) by Issuing Bank only upon presentation to us of a Request for Transfer signed by the Beneficiary in the form of Exhibit A accompanied by this Original Letter of Credit and any amendment(s), in which the Beneficiary irrevocably transfers to such transferee all of its rights hereunder, whereupon we agree to either issue a Transferred letter of credit to such transferee or endorse such transfer on the reverse of this Letter of Credit. Any transfer fees assessed by the issuer will be payable solely by the applicant.

Payments under the Letter of Credit shall be in accordance with the following terms and conditions:

All commissions and charges will be borne by the Account Party.

This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce, (the “ISP”), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall govern. This Letter of Credit shall be governed by the internal laws of the State of Florida to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such Florida laws, the ISP shall control.

This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.

The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver.

Partial drawings and multiple drawings are permitted.

A failure to make any drawing at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.

Original Letter of Credit and all amendments need to be presented for a drawing. If it's a partial drawing, we will endorse the drawing amount on the back of the Original Letter of Credit and return the same to beneficiary.

EXHIBIT A UNDER STANDBY LETTER OF CREDIT NO.
REQUEST FOR TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY

Date: _____

[Bank Name and Address]

Re: Standby Letter of Credit No.

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE _____

ADDRESS OF TRANSFEREE _____

CITY, STATE/COUNTRY ZIP _____

(hereinafter, the “transferee”) all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such letter of credit and all amendment(s), if any, are returned herewith, and we ask you to issue a Transferred Letter of Credit or endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

In payment of your transfer commission in amount equal to ¼% of the amount transferred, minimum of \$250.00

The applicant has wired funds to you through _____ bank and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

Very truly yours, [BENEFICIARY NAME]

Authorized Signature

The signature(s) of _____ with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program.

(Signature of Authenticating Bank)

(Name of Bank)

(Printed Name/Title)

(Date)

(1)		FOR BANK USE ONLY
Confirmation of Authenticating Bank's signature performed by:		
Date:	Time:	a.m./p.m.
Addl Info.:		

EXHIBIT G

INSURANCE REQUIREMENTS

General Liability Insurance. Seller must obtain the following insurance coverage, which can be exceeded by Seller and may be met through any combination of primary insurance and following form excess or umbrella insurance so long as the combined limits meet requirements of this Agreement:

Commercial general liability insurance in an “occurrence” form with bodily injury and property damage combined liability limits of not less than [REDACTED] per occurrence; provided, however: (i) Seller may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Seller uses a “claims-made” policy, it must maintain continuous coverage in effect for at least two (2) years beyond termination of this Agreement, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Effective Date of this Agreement.

Specific coverage for broad form contractual liability and a separation of insured provision.

Additional Insurance. In addition to the requirements above, Seller must acquire and maintain throughout the Term, the following additional types of insurance:

Workers’ Compensation. Workers’ compensation insurance in accordance with statutory requirements including employer’s liability insurance with limits not less than [REDACTED] per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen’s and Harbor Worker’s Compensation Act and the Jones Act, where applicable.

Auto Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least [REDACTED].

All Risk Property. All Risk Property insurance covering the Facility against physical loss or damage, with a minimum limit sufficient to cover replacement of the Facility, except physical loss or damage caused by flood, wind, or earthquake, which shall be insured up to \$10 million, to be procured at commercially reasonable terms and limits available in the marketplace. A deductible may be carried, which will be the absolute responsibility of Seller.

EXHIBIT H
FORM OF SURETY BOND

BOND NUMBER _____

POWER PURCHASE AGREEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
(hereinafter called "Principal"), and [_____] authorized to do business in the State of _____
(hereinafter called "Surety") are held and firmly bound unto _____
(hereinafter called "Obligee") as Obligee, for such monetary amount as incurred by the Obligee, not to exceed the penal sum of _____
(\$_____) DOLLARS, good and lawful money of the United States of America, the payment of which, well and truly to be made, we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounded Principal has entered into a certain written agreement with the above named Obligee, effective the _____ day of _____, 20____, for the

(hereinafter called "Agreement") which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

The obligation of this Bond shall be null and void unless: (1) the above Agreement is in writing, and has been fully executed by both the Principal and the Obligee; (2) the Principal is actually in Default under the above Agreement (hereinafter called "Default"), and is declared by the Obligee thereafter to be in Default; and (3) the Obligee has provided written notice of the Default to the Surety as promptly as possible, and in any event, within fifteen (15) days after such Default.

The Surety, at the sole election and discretion of the Surety, may take any of the following actions:

1. Determine the amount for which the Surety may be liable to the Obligee, and as soon as practicable thereafter, tender payment thereof to the Obligee; or
2. Pay the full amount of the above penal sum in complete discharge and exoneration of this Bond, and of all liabilities of the Surety relating hereto.

PROVIDED HOWEVER, that this Bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. This bond may be cancelled by providing sixty days (60) written notice of cancellation given by certified mail to the Obligee and to the Principal at the addresses stated below. Such cancellation shall in no way limit the liability of the Surety for subsequent defaults of the Principal's obligation incurred prior to such termination. In the event of cancellation, the Principal is responsible for providing alternate security to the Obligee thirty (30) days prior to the termination date, otherwise to be considered in Default under the Agreement and the Obligee shall be entitled to submit a Demand and receive payment under this Bond.
2. A reorganization under Chapter 11 of the US Bankruptcy Code by the Principal shall not constitute an event of Default recoverable under this Bond if they continue to perform their obligations under the Agreement.
3. In the event the Principal fails to make any payments due to the Obligee which would constitute the basis of a Default, within Ten (10) business days of Surety's receipt of a Demand for payment under this Bond (hereinafter called "Demand"), Surety shall pay to the Obligee the amount of such Demand. The Surety shall cause to be paid all payments then past due, and in so doing cure any Default under the Agreement. The Obligee may present one or more Demands at any time in its sole discretion, provided however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond less any amounts previously paid by the surety.

4. Surety's liability under this Bond issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
5. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this Bond unless same be brought or instituted and process served upon the Surety within six (6) months following the effective cancellation date of this Bond.
6. Any notice given or required under this Agreement will be made to the following representatives of the Parties:
 - a. To: {Principal}
 - b. To: {Obligee}
 - c. To: {Surety}

In the event of conflict or inconsistency between the provisions of this Bond and the provisions of the above Agreement, the provisions of this Bond shall control. The Obligee's acceptance of this Bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

Sealed with our seals and dated this _____ day of _____ 20____.

WITNESS:

PRINCIPAL:

(Name & Title)

(Signature) (SEAL)

(Name & Title)

WITNESS:

SURETY:

(Name & Title)

(Signature) (SEAL)

(Name, as Attorney-in-Fact)

EXHIBIT I

ENVIRONMENTAL ATTRIBUTES ATTESTATION AND BILL OF SALE

I. Seller Information

Name of Seller: _____

Address of Seller: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____ Email Address: _____

II. Declaration

I, [NAME AND TITLE] , declare that the Environmental Attributes listed below were sold in accordance with that [AGREEMENT] dated as of [DATE] ("Agreement") exclusively from: _____("Seller") to [_____] ("Buyer").

# MWhs Environmental Attributes Transferred	Period of Generation (mm/yy)

I further declare that:

- 1) all the Environmental Attributes were generated by Seller;
- 2) to the best of my knowledge, the Environmental Attributes were not sold, marketed or otherwise claimed by a third party;
- 3) Seller transferred the Environmental Attributes only once, to Buyer;
- 4) the Environmental Attributes were not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by Seller, nor, to the best of my knowledge, by any other entity;
- 5) all of the Environmental Attributes transferred to Buyer (as listed above) were generated at the [_____] facility, a [_____] -powered generation facility located in [County, State]; and
- 6) Environmental Attributes transferred to Buyer include RECs which shall be registered and eligible under the Applicable REC Program specified in the Agreement.

As an authorized agent of Seller, I attest that the above statements are true and correct.

Signature

Date

Place of Execution

EXHIBIT J

FORM OF LENDER CONSENT

In the event Seller collaterally assigns its rights hereunder to the Lender as security, any related Lender Consent will contain provisions substantially as follows:

Buyer will not terminate the Agreement other than as provided therein, without the prior written consent of the Lender.

In connection with the exercise of its rights under the Financing Documents, the Lender shall have the right, but not the obligation, to do any act required to be performed by Seller under the Agreement, and Buyer shall accept any such performance by the Lender any such performance by the Lender to the same extent as if such performance was rendered by Seller itself.

Lender shall not assume, sell or otherwise dispose of the Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Lender or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Agreement (a) executes and delivers to Buyer a written assumption of all of Seller's rights and obligations under the Agreement in form and substance reasonably satisfactory to Buyer, which include the obligation to cure any and all defaults of Seller under the Agreement which are capable of being cured and which are not personal to Seller; (b) satisfies and complies with all requirements of the Agreement; (c) if applicable, delivers to Buyer a replacement for any Credit Support that is required to be delivered and maintained by Seller under the Agreement; and (d) is a Permitted Transferee (as defined below). Lender further acknowledges that the assignment of the Agreement to Lender is for security purposes only and that Lender has no rights under the Agreement to enforce the provisions of the Agreement unless and until an event of default has occurred and is continuing under the Financing Documents (a "Financing Default") or under this Agreement, in which case Lender shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Agreement to the same extent and in the same manner as if Lender were an original party to the Agreement.

"Permitted Transferee" means any person or entity who (i) meets the Required Credit Rating set forth in the Agreement, (ii) has, or is the subsidiary of an entity that has, a record of owning and/or operating, for a period of at least [REDACTED], solar photovoltaic generating facilities with an aggregate nameplate capacity of no less than [REDACTED] MW, and (iii) is not a Prohibited Person or Entity. Lender may from time to time, following the occurrence of a Financing Default, notify Buyer in writing of the identity of a proposed transferee of the Agreement, which proposed transferee may include Lender, in connection with the enforcement of Lender's rights, which notice shall include evidence reasonably acceptable to Buyer that the proposed transferee satisfies the criteria set forth above. Upon receipt of such notice, Buyer shall, within thirty (30) Days of its receipt of such written notice, confirm to Lender whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if Buyer fails to so respond within such thirty (30) Day period such proposed transferee shall be deemed to be a "Permitted Transferee".

If Buyer becomes entitled to terminate the Agreement due to an uncured Event of Default by Seller, Buyer shall not terminate the Agreement unless it has first given notice of such uncured Event of Default to the Lender and has given the Lender an Additional Cure Period to cure such Event of Default. For the purposes of this Agreement, “Additional Cure Period” means (i) with respect to a monetary default, ten (10) Business Days in addition to the cure period (if any) provided to Seller in the Agreement, and (ii) with respect to a non-monetary default, thirty (30) Days in addition to the cure period (if any) provided to Seller in the Agreement. However, if the Lender requires possession of the Project in order to cure the Event of Default and commences foreclosure proceedings against Seller within thirty (30) Days of receiving notice of an Event of Default from Buyer or Seller, whichever is received first, Lender shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) Days; provided, however, that Lender shall provide a written notice to Buyer that it intends to commence foreclosure proceedings with respect to Seller within ten (10) Business Days of receiving a notice of such Event of Default from Buyer or Seller, whichever is received first.

Neither the Lender nor any other participant in the Project Debt shall be obligated to perform or be liable for any obligation of Seller under the Agreement until and unless any of them assumes the Agreement.

Any party taking possession of the Project through the exercise of the Lender’s rights and remedies shall remain subject to the terms of the Agreement and shall assume all of Seller’s obligations under the Agreement, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. In the event that the Lender or its successor assumes the Agreement in accordance with this paragraph, Buyer shall continue the Agreement with the Lender or its successor, as the case may be, substituted wholly in the place of Seller.

Within sixty (60) Days of any termination of the Agreement in connection with any bankruptcy or insolvency Event of Default of Seller, upon the request of Lender, the Lender (or its successor) and Buyer shall enter into a new power purchase agreement on the same terms and conditions as the Agreement and for the period that would have been remaining under the Agreement but for such termination.

Buyer agrees to execute an estoppel certificate substantially in the form of Attachment A.

[ATTACHMENT A TO EXHIBIT J]

[Buyer shall have the right to qualify and/or revise any representation, warranty and other statement that such representation, warranty or other statement is a true statement as of the date of this certificate.]

[Date]

Reference is made to that certain Power Purchase Agreement dated as of [____] (the “PPA”), by and between [____], a [____] organized and existing under the laws of [____] (“Buyer”); and [____], LLC, a [____] (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. Buyer is a [____] duly organized, validly existing and in good standing (if applicable) under the laws of the State of [____]. The execution and delivery by Buyer of this Estoppel Certificate have been duly authorized by all necessary action on the part of Buyer and do not require any further internal approval or consent of Buyer and do not violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on Buyer.

The copy of the PPA, as amended, attached as Exhibit [____], constitutes a true and complete copy of the PPA.

To Buyer’s knowledge, as of the date hereof, the PPA is in full force and effect and the PPA has not been assigned or amended by Buyer. All representations and warranties of Buyer under the PPA were true and correct (as may be qualified by the terms of the Agreement) when made, and, to Buyer’s knowledge, remain true and correct in all material respects as of the date hereof, except for those that, by their nature or terms, apply only as of the date originally made[, except: _____].

As of the date hereof, (A) no default or event of default with respect to Buyer nor, to the Buyer’s knowledge, Seller, has occurred under the PPA, and (B) to Buyer’s knowledge, there are no material defaults (including breach(es) of the PPA existing as of the date hereof that are not yet defaults under the PPA because applicable cure periods have not yet expired) or circumstances which with the passage of time and/or giving of notice would constitute a default.

To Buyer’s knowledge, there is no event, act, circumstance or condition constituting an event of force majeure under the PPA.

To Buyer’s knowledge, Buyer has no existing counterclaims, offsets or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA. As of the date hereof, there is no pending or, to Buyer’s knowledge, threatened action or proceeding involving or relating to Buyer before any court, tribunal, governmental authority or arbitrator which purports to materially affect the legality, validity or enforceability of the PPA. There exist no pending or to the Buyer’s

knowledge, threatened disputes or legal proceedings under the PPA or otherwise between Buyer and Seller.

All payments due, if any, under the PPA by Buyer have been paid in full through the period ending on the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

By:

Title:

Name:

EXHIBIT K

PARTICIPANT LIST

FMPA Solar II Project Participants	Share of Whistling Duck Solar
Homestead Public Services	3.338%
City of Lake Worth Beach Utilities	17.723%
City of Mount Dora	1.335%
New Smyrna Beach Utilities Commission	6.676%
Winter Park Electric Utility	6.676%
Total	35.748%

For reference only:

FMPA All-Requirements Power Supply Project Participants	Share of Whistling Duck Solar
Beaches Energy Services	10.013%
Fort Pierce Utilities Authority	10.013%
Town of Havana	0.167%
Keys Energy Services	16.689%
Kissimmee Utility Authority	13.351%
City of Newberry	0.668%
Ocala Utility Services	13.351%
Total	64.252%

EXHIBIT L

FORM OF PROGRESS REPORT



Project:
Recipient:

PROJECT PROGRESS REPORT

Pursuant to Section 4.1(f) of the Agreement, after the Effective Date and before the Commercial Operation Date, Seller will provide Buyer with quarterly progress reports advising Buyer of the current status of the Project, the status of obtaining required Governmental Approvals, any significant developments or delays along with an action plan for making up delays, and Seller's best estimate of the Commercial Operation Date.

I. Overview

Milestone	Expected Completion	Status	Notes
Interconnect Screening Study		Pending	
Start of Permitting		Pending	
Completion of Site Studies		Pending	
Interconnection Application		Pending	
System Impact Study		Pending	
Local Permitting Complete		Pending	
Facilities Study		Pending	
Interconnection Agreement		Pending	
Construction NTP		Pending	
Start of Major Equipment Delivery to Site		Pending	
85% Capacity Available		Pending	
Back Feed Available		Pending	
COD		Pending	



II. Status Updates

- **Interconnection Agreement**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Permits, Licenses, Easements and Approvals to Construct**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Construction Notice To Proceed**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Major Equipment Delivered to Site**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:
- **Commercial Operation Date**
 - **Status update**
 - March 2020:
 - **Discussion of any foreseeable disruptions or delays**
 - March 2020:

Report Completed: [Date, Sender Initials]

EXHIBIT M

FORM OF SOLAR II PROJECT POWER SALES CONTRACT

Solar II Project

Power Sales Contract

Between

**Florida Municipal Power Agency,
Solar II Power Project**

and

[Member name]

TABLE OF CONTENTS

<u>SECTION 1.</u>	<u>Definitions and Explanations of Terms. As used herein:</u>	2
<u>SECTION 2.</u>	<u>Term & Termination.</u>	3
<u>SECTION 3.</u>	<u>Sale and Purchase.</u>	4
<u>SECTION 4.</u>	<u>Project Budget.</u>	4
<u>SECTION 5.</u>	<u>Billing, Payment, Disputed Amounts.</u>	4
<u>SECTION 6.</u>	<u>Scheduling of Deliveries; Transmission.</u>	5
<u>SECTION 7.</u>	<u>Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters,</u> <u>and Solar 2 Project Committee</u>	6
<u>SECTION 8.</u>	<u>Availability of Entitlement Shares.</u>	6
<u>SECTION 9.</u>	<u>Accounting.</u>	7
<u>SECTION 10.</u>	<u>Information to be Made Available.</u>	7
<u>SECTION 11.</u>	<u>Covenants.</u>	7
<u>SECTION 12.</u>	<u>Event of Default – Project Participant.</u>	8
<u>SECTION 13.</u>	<u>Default by FMPPA.</u>	9
<u>SECTION 14.</u>	<u>Abandonment of Remedy.</u>	9
<u>SECTION 15.</u>	<u>Waiver of Default.</u>	9
<u>SECTION 16.</u>	<u>Relationship to and Compliance with Other Instruments.</u>	9
<u>SECTION 17.</u>	<u>Measurement of Electric Energy.</u>	10
<u>SECTION 18.</u>	<u>Liability of Parties.</u>	10
<u>SECTION 19.</u>	<u>Assignment or Sale of Project Participant's Solar Entitlement Share.</u>	10
<u>SECTION 20.</u>	<u>Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.</u> 11	
<u>SECTION 21.</u>	<u>Termination or Amendment of Contract.</u>	11
<u>SECTION 22.</u>	<u>Notice and Computation of Time.</u>	11
<u>SECTION 23.</u>	<u>Applicable Law; Construction.</u>	12
<u>SECTION 24.</u>	<u>Severability.</u>	12
<u>SECTION 25.</u>	<u>Solar 2 Project Responsibility</u>	12

SOLAR II PROJECT
POWER SALES CONTRACT

This POWER SALES CONTRACT is made and entered into as of _____, 2019, by and between FLORIDA MUNICIPAL POWER AGENCY, a legal entity organized under the laws of the State of Florida ("FMPA") and [Member name], a [describe Member], a member of FMPA (the "Project Participant").

WITNESSETH:

WHEREAS, FMPA was created to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage in the generation of Electric Energy; and

WHEREAS, FMPA is authorized and empowered, among other things, (i) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in one or more electric projects; (ii) to issue its bonds, notes or other evidences of indebtedness to pay all or part of the costs of acquiring such electric projects; and (iii) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and

WHEREAS, Origis Energy, including its successors or assigns, ("Seller") is developing solar photovoltaic single-axis tracking electric generating facilities having nameplate capacities of 74.9 MW alternating current ("ac"), which will be designed, financed, constructed and operated by Seller in Alachua and Putnam Counties, Florida ("Solar Facility"); and

WHEREAS, FMPA has entered into Power Purchase Agreements between Seller and FMPA on behalf of the Solar II Project ("Solar PPA"), a copies of which are attached to this Power Sales Contract as "Attachment A," and FMPA will purchase and receive a portion of the as-available net Electric Energy output and associated Renewable Energy Attributes and Facility Attributes produced by Solar Facility (referred to cumulatively in this Power Sales Contract as the "Solar Product"); and

WHEREAS, FMPA will take or cause to be taken all steps necessary for delivery to Project Participant and the other Project Participants of their respective share of the Solar Product produced from or attributable to the Solar Facility and delivered to FMPA under the Solar PPA, and will sell the Solar Product from the Solar Facility pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other Project Participants; and

WHEREAS, the execution of the Solar PPA for the supply of Solar Product produced by or attributable to the Solar Facility to the Project Participant and the other Project Participants contracting with FMPA therefore is authorized by the Interlocal Agreement creating the Florida Municipal Power Agency FMPA, as amended to date and as such Interlocal Agreement has been supplemented by a resolution adopted by the Board of FMPA at a meeting duly called and duly held on December 12, 2019, which Interlocal Agreement, as so amended and supplemented, constitutes "an agreement to implement a project" and a "joint power agreement" for the Solar II Project, as such terms are used in Chapter 361, Part II, Florida Statutes, as amended; and

WHEREAS, in order to pay the cost of acquiring the Solar Product produced by or attributable to the Solar Facility under the Solar PPA, it is necessary for FMPA to have substantially similar binding contracts with the Project Participant and such other Project Participants purchasing Solar Product produced by or attributable to the Solar Facility.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein:

Allocable A&G Costs shall mean administrative and general costs incurred by FMPA that have been allocated to the Solar II Project by the FMPA Board of Directors. The initial allocation of Allocable A&G Costs is attached to this Power Sales Contract as “Attachment B,” as it may be amended from time to time at the discretion of the FMPA Board of Directors.

Annual Budget means the budget adopted by the Board of FMPA pursuant to paragraph (a) of 0 hereof which itemizes the estimated Monthly Energy Costs and Project Related Costs for the following Contract Year, or, in the case of an amended Annual Budget adopted by the Board of FMPA, during the remainder of a Contract Year, and the Project Participant's share, if any, of each.

Board shall mean the Board of Directors of FMPA, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on October 1 of each year, except that the first Contract Year shall commence on 12:01 a.m. on **December 12, 2019**, and shall expire at 12:00 a.m. the next succeeding October 1.

Discretionary Term Decision shall have the meaning set forth in 0 of this Power Sales Contract.

Downgrade Event shall have the meaning set forth in the Solar PPA.

Effective Date shall have the meaning set forth in 0 of this Power Sales Contract.

Electric Energy shall mean kilowatt hours (kWh).

Energy Price means the price (\$/MWh) to be paid by FMPA under the Solar PPA for Solar Product produced by the Solar Facility and delivered by Seller to FMPA.

Energy Share shall mean FMPA's 53.55 MW share under the Solar PPA in the Solar Product produced by or associated with the Solar Facility.

Facility Attributes has the meaning given in the Solar PPA.

Initial Energy Delivery Date shall have the meaning provided for in the Solar PPA.

Interlocal Agreement means the Interlocal Agreement creating the Florida Municipal Power Agency, as amended and supplemented to date, and as the same may be amended or supplemented in the future.

Month shall mean a calendar month.

Monthly Energy Costs shall mean, with respect to each Month of each Contract Year, the product of (i) the Energy Price and (ii) the quantity of Solar Product delivered by Seller to FMPA.

Point of Delivery shall mean the high side of the generator step-up transformer of the Solar Facility.

Power Sales Contracts shall mean this Power Sales Contract and the other Power Sales Contracts, dated the date hereof, between FMPA and the other Project Participants, all relating to the Solar PPA and Solar Facility, as the same may be amended from time to time, and any substantially similar contract entered into by FMPA in connection with any transfer or assignment in accordance with this Power Sales Contract.

Project Development Fund Costs shall mean those costs incurred by FMPA and funded by the FMPA Project Development Fund used for the establishment of the FMPA Solar II Project. The Project Development Fund Costs as of the Effective Date are set forth in “Attachment D” of this Power Sales Contract.

Project Related Costs shall mean the costs incurred under the Solar PPA other than Monthly Energy Costs, as well as any other costs incurred by FMPA directly attributable to the Solar II Project, including,

without limitation, Allocable A&G Costs, any amounts to reimburse FMPA Project Development Fund Costs, a Working Capital Allowance, any costs associated with real-time monitoring of the output from the Solar Facility to facilitate Project Participants' transmission scheduling requirements, any credit or payment assurance amounts that may be required under the Solar PPA due to a Downgrade Event, as such term is defined in the Solar PPA, among others.

Project Participants shall mean the parties, including the Project Participant, other than FMPA, to Power Sales Contracts substantially similar hereto.

Renewable Attributes has the meaning given in the Solar PPA.

Schedule of Project Participants shall mean the Schedule of Project Participants contained in Schedule 1 attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Seller shall have the meaning set forth in the Recitals of this Power Sales Contract.

Solar Entitlement Share shall mean, with respect to each project Participant, that percentage of FMPA's Energy Share from the Solar Facility shown opposite the name of such Project Participant in the Schedule of Project Participants as the same may be adjusted from time to time in accordance with the provisions hereof.

Solar II Project shall mean the contractual arrangements and agreements for the purchase of Solar Product by FMPA pursuant to the Solar PPA and sale of the Solar Product to Project Participant pursuant to this Power Sales Contract.

Solar II Project Committee has the meaning set forth in 0 of this Power Sales Contract.

Solar Facility shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar Product shall have the meaning set forth in the recitals of this Power Sales Contract.

Solar PPA shall have the meaning set forth in the recitals of this Power Sales Contract.

Transmission Service Provider shall mean the transmission service provider(s) to which the Solar Facility is interconnected.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission (or its successor in function) Uniform Systems of Accounts prescribed for Class A and Class B Public Utilities and Licensees, as the same may be modified, amended or supplemented from time to time.

Working Capital Allowance shall mean funds acquired by the Solar II Project in such amounts as shall be deemed reasonably necessary by the FMPA Board of Directors to provide for any working capital needs, including providing for the Solar II Project's ability to pay the Seller in the event of non-payment by one or more Project Participants. The initial Working Capital Allowance and the method of funding is described in "Attachment C" to this Power Sales Contract.

SECTION 2. Term & Termination.

Effective Date. This Power Sales Contract shall become effective upon the last date of execution and delivery of all Power Sales Contracts by all Project Participants originally listed in the Schedule of Project Participants and by FMPA (the "Effective Date") and shall, unless this Power Sales Contract is terminated early pursuant hereto, continue until the expiration or earlier termination of the Solar PPA. Unless a Project Participant terminates this Agreement pursuant to Section 19(a) by paying all stranded cost obligations, neither termination nor expiration of this Power Sales Contract shall affect any accrued liability or obligation hereunder. Notwithstanding the foregoing, in the event it is ultimately determined that any other Project Participant failed to duly and validly execute and deliver its Power Sales Contract, or if any other Power Sales Contract, or any portion thereof, shall be deemed invalid or unenforceable for any other

reason whatsoever, such determination shall in no way affect the commencement, term or enforceability of this Power Sales Contract or the Project Participant's obligations hereunder.

Early Termination. Project Participant may terminate this Power Sales Contract pursuant to 0 of this Power Sales Contract.

SECTION 3. Sale and Purchase.

Commencing on the Initial Energy Delivery Date of the Solar Facility, FMPA shall purchase from Seller in accordance with the terms and conditions of the Solar PPA, and FMPA agrees to and does sell, and the Project Participant agrees to and does hereby purchase, the Project Participant's Solar Entitlement Share. The Project Participant shall, in accordance with and subject to the provisions of 0 hereof, pay FMPA (i) for its Solar Entitlement Share, an amount determined by multiplying Monthly Energy Costs by the Project Participant's Solar Entitlement Share, and (ii) for its share of monthly Project Related Costs, an amount determined by multiplying the Project Related Costs for such Month by Project Participant's Solar Entitlement Share. FMPA shall provide documentation evidencing the conveyance of the Renewable Attributes associated with the Solar Product to Project Participant in a form acceptable to FMPA and Project Participant.

SECTION 4. Project Budget.

In accordance with the FMPA Board of Directors' annual schedule for budget development, the Solar II Project Committee shall develop and approve a budget for the Solar II Project and submit the same to the FMPA Board of Directors for approval. As part of the budget process, the Solar II Project Committee will review Project Related Costs, including the Allocable A&G and the Working Capital Allowance, to ensure the appropriate amount of resources are allocated the Solar II Project.

On or before August 1, 2020, and on or before August 1 prior to the beginning of each Contract Year thereafter, the Board of FMPA shall review the proposed Solar II Project budget submitted by the Solar II Project Committee, and shall adopt and submit to the Project Participant an Annual Budget for the following Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder and serve as a basis for Project Participants' payments hereunder for Monthly Energy Costs and Project Related Costs for such Contract Year.

During each Contract Year, the Solar II Project Committee or Board may review its Annual Budget for the remainder of the Contract Year at any time as it shall deem desirable. In the event such or any other review indicates that such Annual Budget will not substantially correspond with actual Monthly Energy Costs, or actual Project Related Costs, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or costs substantially affecting the Monthly Energy Costs, or Project Related Costs, the Solar II Project Committee shall recommend and the Board of FMPA shall adopt and submit to each Project Participant an amended Annual Budget applicable to the remainder of such Contract Year which shall provide an estimate of the Project Participant's monthly payments hereunder for the remainder of such Contract Year and serve as the basis for the Project Participant's monthly payments for Monthly Energy Costs and Project Related Costs hereunder for the remainder of such Contract Year.

SECTION 5. Billing, Payment, Disputed Amounts.

On or before the 10th day of each Month beginning with the second Month of the first Contract Year following the Effective Date, FMPA shall render to the Project Participant a monthly statement showing, in each case with respect to the prior Month, the amount of energy delivered for each hour and the amounts payable by Project Participant in respect of the following (i) the Monthly Energy Costs; (ii) the Project Related Costs; and (iii) any amount, if any, to be credited to or paid by the Project Participant pursuant to the terms of this Power Sales Contract.

Monthly payments required to be paid to FMPA pursuant to this 00 shall be due and payable to FMPA on the 25th day of the Month in which the monthly statement was rendered. The Project Participant

shall make payment to FMPA by the transfer of funds from the Project Participant's bank account, using an ACH Push or domestic Wire Transfer, through instructions to be provided by FMPA to the Project Participant.

If payment in full is not made on or before the close of business on the due date, a delayed payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage prime rate of interest plus 5%, or the maximum rate lawfully payable by the Project Participant, whichever is less. If said due date is Saturday, Sunday or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed payment charge.

In the event of any dispute that is known by Project Participant, or should have reasonably been known, as to any portion of any monthly statement, the Project Participant shall nevertheless pay the full amount of such disputed charges when due and shall give written notice of such dispute to FMPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. FMPA shall give consideration to such dispute and shall advise the Project Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the statement next submitted to the Project Participant after such determination. If it is determined that the disputed amount is in the favor of the Participant, to the extent that FMPA earned any interest on the amount withheld, then interest actually earned shall be applied to the overpaid amount.

The obligation of the Project Participant to make the payments under this 0 shall constitute an obligation of the Project Participant payable as an operating expense of the Project Participant's electric utility system solely from the revenues and other available funds of the electric utility system. The obligation of the Project Participant to make payments under this Power Sales Contract shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be otherwise conditioned upon performance of FMPA or Seller under the Solar PPA or the performance by FMPA under this or any other agreement or instrument or the validity or enforceability of any other Power Sales Contract or any other agreement between FMPA and any other Project Participant; provided, however, that the Monthly Energy Costs payable by Project Participant shall reflect the Project Participant's Solar Entitlement Share of the quantity of Solar Product made available by the Seller at the Point of Delivery, and payable by FMPA under the Solar PPA, during that month. The obligation of the Project Participant to make payments under this 00 shall not constitute a debt of the Project Participant within the meaning of any constitutional or statutory provision or limitation or a general obligation of or pledge of the full faith and credit of the Project Participant, and neither the Project Participant nor the State of Florida or any agency or political subdivision thereof shall ever be obligated or compelled to levy ad valorem taxes to make the revenues provided for in this 0, and the obligation of the Project Participant to make payments pursuant to this 0 shall not give rise to or constitute a lien upon any property of the Project Participant or any property located within its boundaries or service area.

SECTION 6. Scheduling of Deliveries; Transmission.

FMPA shall cause Seller, or Seller's agent, to schedule and deliver FMPA's Energy Share to the Point(s) of Delivery in accordance with standard scheduling and dispatching procedures. Unless otherwise agreed to in writing by FMPA and Project Participant, Project Participant shall be responsible for scheduling the delivery of its Solar Entitlement Share of Electric Energy, as well as the associated transmission service, from the Point(s) of Delivery to Project Participant's electric system. Upon request, FMPA, or its agent, shall provide such Project Participant with the Seller's daily forecasted output of the Solar Facility as provided by Seller pursuant to the Solar PPA. FMPA, or its agent, shall maintain communication with the Project Participant regarding Solar Facility forecasts and real-time output in order

to enable Project Participant to modify its transmission schedules with its transmission service provider to align with the Solar Facility's actual output.

Project Participant shall be responsible for securing transmission service necessary to deliver the Solar Energy from the Point of Delivery to Project Participant's electric system. To the extent this transmission service requires upgrades to Project Participant's transmission service provider's transmission system, Project Participant shall be responsible for ensuring all upgrades are complete and Project Participant is able to receive its Solar Entitlement Share prior to the Initial Energy Delivery Date, as defined in the Solar PPA, or otherwise arrange for alternative transmission arrangement for, or disposal of, its Solar Entitlement Share until such time as Project Participant can receive it. Project Participant shall be responsible for enforcing its rights under its transmission service agreement(s) and its transmission service provider's Open Access Transmission Tariff ("OATT") regarding the transmission service provider's obligation to make such upgrades.

All of the provisions of this 0 are subject to the provisions of the Solar PPA, and in the event of any inconsistencies between this 0 and the provisions of the Solar PPA governing scheduling, the terms of the Solar PPA shall govern.

SECTION 7. Solar PPA Early Termination and Term Extension, other Solar PPA Business Matters, and Solar II Project Committee.

The Solar PPA includes several provisions that allow the Solar II Project to exercise discretion regarding whether to extend the Term of the Solar PPA or to continue the existing Term of the Solar PPA despite a triggering event under the terms of the Solar PPA that permit early termination (hereinafter referred to as "Discretionary Term Decisions"). Such Discretionary Term Decisions may include, for example but without limitation, options for extension of the Term of the Solar PPA beyond the Initial Term, options for continuing or terminating obligations related to portions of the solar capacity that do not make commercial operation deadlines, and options for early termination of the Solar PPA if certain conditions precedent are not met. Project Participant and all other Project Participants will each designate a representative to serve on the Solar II Project Committee. The Committee will meet in advance of any Discretionary Term Decisions provided for under the Solar PPA, and as FMPPA or any Project Participant may request, with 30 day advance Notice (or less if the matter at hand so requires). The Solar II Project Committee shall meet not less than 180 days prior to the expiration of the Initial Term or a Renewal Term, as defined in the Solar PPA, if any, to decide whether to extend the Term of the Solar PPA. In making any Discretionary Term Decision, the Solar II Project Committee will vote on the matter. If the Solar II Project Committee unanimously decides to exercise a Discretionary Term Decision, then such unanimous consent shall be presented to the FMPPA Board of Directors as a recommendation for action on the matter. If one or more Solar II Project Participants do not wish to exercise a Discretionary Term Decision, then the other Solar II Project Participants may elect to assume the Solar Entitlement Share of those Project Participant(s) that do not wish to exercise the Discretionary Term Decision. In such event, the non-exercising Project Participant(s)' Solar II Project Power Sales Contract shall be terminated, and the Power Sales Contract of the assuming Project Participant(s)' shall be amended to reflect the revised Solar Entitlement Shares. In the event that the Project Participant(s) that wish to exercise the Discretionary Term Decision cannot agree to assume 100% of the terminating Project Participant(s)' Solar Entitlement Share, then the Discretionary Term Decision shall not be exercised.

All other, non-Discretionary Term Decisions made by the Solar II Project Committee shall be by a simple majority, with each Project Participant having one equally-weighted vote on Solar II Project matters. After formation of the Solar II Project, each Project Participant shall designate a representative to serve on the Solar II Project Committee. The Solar II Project Committee shall develop a Solar II Project Committee Charter for review and approval of the Board of Directors.

SECTION 8. Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Solar PPA, the Project Participant's Solar Entitlement Share shall be made available for delivery to each Project Participant by FMPA in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that, regardless of the amount of Solar Product actually delivered in any given month, Project Participant shall be obligated to make its payments under 0 hereof all for non-energy related Project Related Costs.

SECTION 9. Accounting.

FMPA agrees to keep accurate records and accounts relating to the Solar II Project and relating to Monthly Energy Costs, and Project Related Costs, in accordance with the Uniform System of Accounts, separate and distinct from its other records and accounts. Said accounts shall be audited annually, which audit may be conducted as part of and in connection with the normal year-end audit of FMPA, by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by FMPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by FMPA to the Project Participant not later than 120 days after the end of each Contract Year.

The Project Participant shall supply to FMPA upon request a copy of the Project Participant's annual financial audit. Project Participant shall notify FMPA in writing immediately upon becoming aware of any event that may negatively affect the Project Participant's credit rating or cause a Downgrade Event, as defined in the Solar PPA.

SECTION 10. Information to be Made Available.

Based, in each case, upon the data most recently available to FMPA pursuant to the Solar PPA, at intervals requested by Project Participant, FMPA will prepare and issue to the Project Participant the following reports:

- status of the Solar II Project annual budget,
- status of construction of the Solar Facility during construction, as received from Seller, and
- operating statistics relating to Solar II Project, as received from Seller

Upon request, FMPA shall furnish or otherwise make available to the Project Participant all other information which FMPA receives from Seller pursuant to the Solar PPA.

FMPA shall promptly provide Project Participant copies of any notices made or received by FMPA pursuant to the Solar PPA.

Project Participant shall, upon request, furnish to FMPA all such information as is reasonably required by FMPA to carry out its obligations under this Power Sales Contract and the Solar PPA. As the Solar II Project is obligated to demonstrate creditworthiness as a requirement of the Solar PPA and report to Seller any Downgrade Event, Project Participants will cooperate with FMPA and will promptly notify FMPA of any event experienced by Project Participant that may cause or contribute to a Downgrade Event.

SECTION 11. Covenants.

Project Participant Covenants. Project Participant agrees (1) to maintain its electric utility system in good repair and operating condition; (2) to cooperate with FMPA in the performance of the respective obligations of such Project Participant and FMPA under this Power Sales Contract; (3) to establish, levy and collect rents, rates and other charges for the products and services provided by its electric utility system, which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds

sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Power Sales Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric utility system; and (4) take such action and execute and deliver all documents and information reasonably necessary to enable FMPA to perform its obligations under the Solar PPA.

Project Participant agrees that any power purchase agreement entered into by Project Participant after the Effective Date of this Power Sales Contract, including, without limitation, any full-requirements power supply agreement, with any third party shall permit Project Participant to purchase and receive Solar Product pursuant to this Power Sales Contract.

FMPA Covenants. FMPA covenants that it shall administer and enforce against the Seller the terms and conditions of the Solar PPA, including complying with any covenants required therein, as advised by the Solar II Project Committee and directed by the FMPA Board of Directors.

SECTION 12. Event of Default – Project Participant.

Failure of the Project Participant to make to FMPA when due any of the payments for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Project Participant.

Continuing Obligation, Right to Discontinue Service. In the event of any default referred to in this 0 hereof, the Project Participant shall not be relieved of its liability for payment of the amounts in default, plus reasonable attorney's fees and costs, and FMPA shall have the right to recover from the Project Participant any amount in default. In enforcement of any such right of recovery, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Project Participant, and FMPA shall, upon ten (10) days written notice to the Project Participant, cease and discontinue, either permanently or on a temporary basis, providing all or any portion of the Project Participant's Solar Entitlement Share, at the discretion of the Solar II Project Committee.

Transfer of Solar Entitlement Shares Following Default. In the event of a default by any Project Participant and permanent discontinuance of service pursuant to this 0 of such Project Participant's Power Sales Contract, FMPA is hereby appointed the agent of such Project Participant for the purpose of disposing of such Project Participant's Solar Entitlement Share and as such agent, FMPA shall proceed to dispose of such defaulting Project Participant's Solar Entitlement Share as follows:

FMPA shall first offer to transfer to all other non-defaulting Project Participants a pro rata portion of the defaulting Project Participant's Solar Entitlement Share which shall have been discontinued by reason of such default. Any part of such Solar Entitlement Share of a defaulting Project Participant which shall be declined by any non-defaulting Project Participant shall be reoffered pro rata to the non-defaulting Project Participants which have accepted in full the first such offer; such reoffering shall be repeated until such defaulting Project Participant's Solar Entitlement Share has been reallocated in full or until all non-defaulting Project Participants have declined to take any portion or additional portion of such defaulting Project Participant's Solar Entitlement Share.

In the event less than all of a defaulting Project Participant's Solar Entitlement Share shall be accepted by the other non-defaulting Project Participants pursuant to clause (1), FMPA shall, to the extent permitted by law, use commercially reasonable efforts to sell the remaining portion of a defaulting Project Participant's Solar Entitlement Share for the remaining term of such defaulting Project Participant's Power Sales Contract with FMPA. The agreement for such sale shall contain such terms and conditions, including provisions for discontinuance of service upon default, and as are otherwise acceptable to the Solar II Project Committee.

Any portion of the Solar Entitlement Share of a defaulting Project Participant transferred pursuant to SECTION 12(c)(1) to a non-defaulting Project Participant shall become a part of and shall be added to the Solar Entitlement Share of such Project Participant(s), and each such Project Participant(s) shall be obligated to pay for its Solar Entitlement Share increased as aforesaid, as if the Solar Entitlement Share of such Project Participant(s), increased as aforesaid, had been stated originally as the Solar Entitlement Share of such Project Participant(s) in its Power Sales Contract with FMPA; provided, however, that the Project Participant assuming the defaulting Project Participant's Power Entitlement share shall not be liable for, and the defaulting Project Participant shall remain liable for, any amounts owed by the defaulting Project Participant prior to the assignment and assumption of the defaulting Project Participant's Power Entitlement Share.

The defaulting Project Participant shall remain liable for all payments to be made on its part pursuant to the Power Sales Contract, except that the obligation of the defaulting Project Participant to pay FMPA shall be reduced to the extent that payments shall be received by FMPA, net of any administrative and reasonable attorney's fees and costs incurred by FMPA that is caused by the default, for that portion of the defaulting Project Participant's Solar Entitlement Share which may be transferred or sold or for the Solar Product associated therewith which may be sold as provided in clauses (1), (2), or (3) of this 0. Notwithstanding the foregoing, to the extent a defaulting Project Participant has failed to pay its Solar II Project invoice, in order to prevent FMPA from defaulting under the Solar PPA, the non-defaulting Project Participants' monthly Solar II Project invoices shall be increased on a pro rata basis, based on such Project Participants Solar Entitlement Shares, unless and until FMPA shall recover from the defaulting Project Participants amounts owed, upon which FMPA shall reimburse the non-defaulting Project Participants.

Other Default by Project Participant. In the event of any default by the Project Participant under any other covenant, agreement or obligation of this Power Sales Contract which has not been cured within thirty (30) days after receipt of notice by FMPA, FMPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Project Participant. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 13. Default by FMPA.

In the event of any default by FMPA under any other covenant, agreement or obligation of this Power Sales Contract, Project Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against FMPA. Such remedies shall be in addition to all other remedies provided for herein.

SECTION 14. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of FMPA and the Project Participant shall continue as though no such proceedings had been taken.

SECTION 15. Waiver of Default.

Any waiver at any time by either FMPA or the Project Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 16. Relationship to and Compliance with Other Instruments.

The performance of FMPA under this Power Sales Contract is made subject to the terms and provisions of the Solar PPA.

SECTION 17. Measurement of Electric Energy.

FMPA will or will cause Seller to install, maintain, and operate the metering equipment, required to measure the quantities of Electric Energy produced and delivered from the Solar Facility in accordance with the Solar PPA. Each meter used pursuant to this 0 shall be tested and calibrated in accordance with the Solar PPA.

SECTION 18. Liability of Parties.

Any liability which is incurred by FMPA pursuant to the Solar PPA and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of FMPA derived from the Solar II Project, and any payments made by FMPA, or which FMPA is obligated to make, to satisfy such liability shall become part of Monthly Energy Costs, as required in order to satisfy the obligation of FMPA to make such payments as provided in the Solar PPA.

SECTION 19. Assignment or Sale of Project Participant's Solar Entitlement Share.

Project Participant may terminate this Power Sales Contract upon 90 days advance written notice to FMPA and provided that Project Participant pay, prior to the termination date, the amounts set forth in this 0. Prior to the termination date, Project Participant shall pay to FMPA all stranded cost obligations, as determined by FMPA, to hold the other, non-terminating, Project Participants harmless from the costs associated with Project Participant's termination. For purposes of this 0, stranded cost obligations are defined as an estimate of the solar energy costs that FMPA will pay for the terminating Project Participant's Solar Entitlement Share during each remaining month of the remaining Initial Term of the Solar PPA based on a forecast of expected solar production. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PVsyst or its successor/peer products) reflective of a degradation rate of 0.5% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the Solar PPA Initial Term. Upon such payment and termination, Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract. The terminating Project Participant's Solar Entitlement Share shall be allocated to the remaining Project Participants on a pro rata basis based on their Solar Entitlement Shares.

Project Participant may assign this Power Sales Contract to another Project Participant or another FMPA member, provided that such assignee agrees to fully assume, and fully accept all terms and conditions of, this Power Sales Contract for the Term hereof. If assigned to a FMPA member that is not a Project Participant, such assuming FMPA member shall become a Project Participant upon its assumption of the Power Sales Contract. Upon such assignment and assumption, this Power Sales Contract shall terminate, and Project Participant shall have no further obligation to the Solar II Project or other Project Participants under this Power Sales Contract.

In the event the Project Participant shall determine that all or any amount of the Solar Product which can be produced from the Project Participant's Solar Entitlement Share are in excess of the requirements of the Project Participant, or Project Participant no longer desires to purchase and receive its Solar Entitlement Share, at the written request of the Project Participant, FMPA shall use commercially reasonable efforts to sell and transfer on behalf of such Project Participant for any period of time all or any part of such excess Solar Product to such other Project Participant or Participants as shall agree to take such Solar Product at such prices as may be agreed to, provided, however, that in the event the other Project Participants do not agree to take the entire amount of such excess, FMPA shall have the right, to the extent permitted by law, to dispose of such excess to other utilities. If all or any portion of such excess of the Project Participant's Solar Entitlement Share is sold pursuant to this 0, then the Project Participant's Solar

Entitlement Share shall not be reduced, and the Project Participant shall remain liable to FMPA to pay the full amount due as if such sale had not been made; except that such liability shall be discharged to the extent that FMPA shall receive payment for such excess from the purchaser or purchasers thereof and that any amounts received by FMPA as payment for such excess which is greater than the liability owed by the Project Participant to FMPA in respect of such excess shall be promptly paid or credited by FMPA to the Project Participant.

SECTION 20. Consent to Assignment of Power Sales Contract, Sale of Project Participant's System.

This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in (1) SECTION 12 hereof in the event of a default; (2) 0, and (3) 0, neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. The Solar II Project Committee shall make a recommendation on any assignment of a Power Sales Contract hereunder to the FMPA Board of Directors for their action.

Project Participant agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to FMPA and, in any event, will not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall, subject to the Solar PPA, assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, if any, and any such purchaser or lessee shall assume all obligations of the Project Participant under this Power Sales Contract; and (ii) FMPA shall by affirmative vote of the FMPA Solar II Project Committee reasonably determine that such sale, lease, abandonment or other disposition will not materially adversely affect FMPA's ability to meet its obligations under the Solar PPA.

SECTION 21. Termination or Amendment of Contract.

This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

This Power Sales Contract may be terminated by FMPA by notice to the Project Participant upon an event of default by Project Participant that has not been cured in accordance with this Power Sales Contract.

No Power Sales Contract entered into between FMPA and another Project Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Project Participants, and upon similar amendment being made to the Power Sales Contract of any other Project Participants requesting such amendment after receipt by such Project Participant of notice of such amendment.

SECTION 22. Notice and Computation of Time.

Any notice or demand by the Project Participant to FMPA under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission to the following:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.lamar.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

Any notice or demand by FMPA to the Project Participant under this Power Sales Contract shall be deemed properly given if sent by overnight mail or courier, or by facsimile or email transmission, and addressed to the Project Participant at the address set forth on Schedule 1 hereto.

A notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the business day on which such notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next business day) and a notice of overnight mail or courier shall be deemed to have been received two (2) business days after it was sent or such earlier time as is confirmed by the receiving Party.

The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION 23. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the laws of the State of Florida. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION 24. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

SECTION 25. Solar II Project Responsibility

This Power Sales Contract is a liability and obligation of the Solar II Project only. No liability or obligation under this Power Sales Contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of FMPA generally, any individual FMPA member other than Project Participant, or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
General Manager & CEO

Attest:

Date: _____

Secretary or Assistant Secretary

[Member name]

(SEAL)

By: _____
[name]
[Title]

Attest:

Date: _____

[name]
[title]

Approved as to form and legal sufficiency:

By: _____
City Attorney

ATTACHMENT A
POWER PURCHASE AGREEMENTS

ATTACHMENT B

FMPA PROCESS FOR DETERMINING ALLOCABLE A&G COSTS

FMPA uses a process to determine the Administrative and General costs (A&G) that will be incurred to effectively manage its non-ARP power supply projects. FMPA's Board approves the process and the allocations to power supply project participants when the Board approves each annual power supply project budget. The process is subject to annual review and approval by the Board, and thus, may change from time to time.

The total A&G allocated to the Solar II Project will not exceed 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects, and annual increases in total A&G allocated shall be commensurate with annual salary increases of such highest costs non-executive level FMPA position. Any revision to this approach shall require the approval of the Solar II Project Committee. As of the Effective Date of this Agreement, the amount equal to 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects is \$232,447.

The following describes the power supply project A&G cost determination process for the FY2018 Budget and provides an example of how A&G costs will be allocated to Solar II Project and ARP Solar Participants, starting with the FY2020 budget:

- 1) Staff determines the FMPA positions that are essential to effective management of the Projects.
- 2) Staff determines the percent time each position spends serving the needs of each the Projects and the ARP.
- 3) The allocable cost of each position to each of the Projects is the percent time this position spends serving the needs of each the Projects determined in 2) multiplied by the current mid-point of the salary range of the position as maintained by FMPA's Human Resources Department and approved by the Board, and multiplied by FMPA's overhead adder percentage.
- 4) The total A&G allocated to each Project is the sum of the allocable costs of each position essential to effective management of the Project.
- 5) Once the annual A&G costs to be allocated to the Solar II Project is determined, the amount is divided by 12 to arrive at the monthly allocable A&G costs.
- 6) For Solar II Project, the monthly allocable A&G costs will be divided by the total amount of the solar energy received by the Solar II Project for the billing month to determine a monthly allocable A&G rate (\$/MWh). Each Solar II Project pays this rate times the amount of solar energy each Participant received during the billing month.
- 7) The table below is an example of the calculation of annual and monthly allocable A&G costs to each power supply project and the Solar II Project for the FY2020 Budget using cost data and the process approved for the FY2020 Budget. This allocation process is subject to Board approval each year.

		Example A&G Allocation for FY 2020 Budget						
Position	FY 2019 Mid Point Salary	ARP	STN	Tri-City	STN 2	St Lucie	Solar	Solar 2
General Manager	\$225,000	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Admin Asst.	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Engineering	\$196,197	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Engineer	\$116,129	18.0%	18.0%	18.0%	18.0%	18.0%	5.0%	5.0%
Engineering Assistant	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Finance	\$185,092	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Mgr. Contracts Compliance	\$123,097	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accountant III	\$116,129	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accounting Clerk	\$43,126	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Payroll Clerk PT	\$45,714	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Total	\$1,165,908	\$207,503	\$207,503	\$207,503	\$207,503	\$207,503	\$64,198	\$64,198
Overhead Adder	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%
Annual Allocable A&G	\$2,201,616	\$391,833	\$391,833	\$391,833	\$391,833	\$391,833	\$121,226	\$121,226
Monthly Allocable A&G	\$183,468	\$32,653	\$32,653	\$32,653	\$32,653	\$32,653	\$10,102	\$10,102

ATTACHMENT C
WORKING CAPITAL ALLOWANCE

In order to provide for working capital for the Solar II Project, and to provide for the Solar II Project's ability to pay Seller in the event that of non-payment by one or more Project Participants, the Solar II Project shall maintain a working capital fund in the principal amount of \$250,000 as cash on hand, or other financial instrument as determined by the Solar II Project Committee. The working capital fund will be funded at the time solar energy starts to be provided under the Solar PPA and will remain in place for the remaining term of this Power Sales Contract. Working capital expenses, including payment of interest on any amounts drawn on any financial instruments, shall constitute Project Related Costs.

ATTACHMENT D

PROJECT DEVELOPMENT FUND COSTS

As of the Effective Date of this Agreement, FMPPA has incurred \$0 in Project Development Fund costs.

The amount of Project Development Fund costs allocable to Project Participants shall be calculated by dividing the total balance of Development Fund Costs incurred for solar development by the total expected energy production allocated to the Solar II Project over the first 20 years of the Solar PPA. The resulting dollar per MWh cost shall be allocated as a Project Related Cost.

Project Development Fund Cost	Units	Value
Total Development Fund Expenditure	\$	
Participant Capacity	MW-AC	
Est. Annual Capacity Factor	%	
Est. Annual Project Energy	MWh	
20 Year Buy down Per Year	\$	
20 Year Buy down Per MWh	\$/MWh	

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Solar Entitlement Share (MW)</u>	<u>Solar Entitlement Share (%)</u>
Homestead Public Services	5	9.337%
City of Lake Worth Utilities	26.55	49.580%
City of Mount Dora	2	3.735%
New Smyrna Beach Utilities Commission	10	18.674%
Winter Park Electric Utility	10	18.674%
Total	53.55	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Utilities</u> City of Lake Worth Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	

ATTACHMENT B

FMPA PROCESS FOR DETERMINING ALLOCABLE A&G COSTS

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The total A&G allocated to the Solar II Project will not exceed 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects, and annual increases in total A&G allocated shall be commensurate with annual salary increases of such highest costs non-executive level FMPA position. Any revision to this approach shall require the approval of the Solar II Project Committee. As of the Effective Date of this Agreement, the amount equal to 100% of the cost associated with the single highest cost non-executive level FMPA position essential to the effective management of the Projects is \$232,447.

The following describes the power supply project A&G cost determination process for the FY2018 Budget and provides an example of how A&G costs will be allocated to Solar II Project and ARP Solar Participants, starting with the FY2020 budget:

- 1) Staff determines the FMPA positions that are essential to effective management of the Projects.
- 2) Staff determines the percent time each position spends serving the needs of each the Projects and the ARP.
- 3) The allocable cost of each position to each of the Projects is the percent time this position spends serving the needs of each the Projects determined in 2) multiplied by the current mid-point of the salary range of the position as maintained by FMPA's Human Resources Department and approved by the Board, and multiplied by FMPA's overhead adder percentage.
- 4) The total A&G allocated to each Project is the sum of the allocable costs of each position essential to effective management of the Project.
- 5) Once the annual A&G costs to be allocated to the Solar II Project is determined, the amount is divided by 12 to arrive at the monthly allocable A&G costs.
- 6) For Solar II Project, the monthly allocable A&G costs will be divided by the total amount of the solar energy received by the Solar II Project for the billing month to determine a monthly allocable A&G rate (\$/MWh). Each Solar II Project pays this rate times the amount of solar energy each Participant received during the billing month.
- 7) The table below is an example of the calculation of annual and monthly allocable A&G costs to each power supply project and the Solar II Project for the FY2020 Budget using cost data and the process approved for the FY2020 Budget. This allocation process is subject to Board approval each year.

Example A&G Allocation for FY 2020 Budget								
Position	FY 2019 Mid Point Salary	ARP	STN	Tri-City	STN 2	St Lucie	Solar	Solar 2
General Manager	\$225,000	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Admin Asst.	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Engineering	\$196,197	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Engineer	\$116,129	18.0%	18.0%	18.0%	18.0%	18.0%	5.0%	5.0%
Engineering Assistant	\$57,712	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Director of Finance	\$185,092	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Mgr. Contracts Compliance	\$123,097	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accountant III	\$116,129	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Accounting Clerk	\$43,126	16.0%	16.0%	16.0%	16.0%	16.0%	10.0%	10.0%
Payroll Clerk PT	\$45,714	19.2%	19.2%	19.2%	19.2%	19.2%	2.0%	2.0%
Total	\$1,165,908	\$207,503	\$207,503	\$207,503	\$207,503	\$207,503	\$64,198	\$64,198
Overhead Adder	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%	88.83%
Annual Allocable A&G	\$2,201,616	\$391,833	\$391,833	\$391,833	\$391,833	\$391,833	\$121,226	\$121,226
Monthly Allocable A&G	\$183,468	\$32,653	\$32,653	\$32,653	\$32,653	\$32,653	\$10,102	\$10,102

ATTACHMENT C
WORKING CAPITAL ALLOWANCE

In order to provide for working capital for the Solar II Project, and to provide for the Solar II Project's ability to pay Seller in the event that of non-payment by one or more Project Participants, the Solar II Project shall maintain a working capital fund in the principal amount of \$250,000 as cash on hand, or other financial instrument as determined by the Solar II Project Committee. The working capital fund will be funded at the time solar energy starts to be provided under the Solar PPA and will remain in place for the remaining term of this Power Sales Contract. Working capital expenses, including payment of interest on any amounts drawn on any financial instruments, shall constitute Project Related Costs.

ATTACHMENT D
PROJECT DEVELOPMENT FUND COSTS

As of the Effective Date of this Agreement, FMPA has incurred \$0 in Project Development Fund costs.

The amount of Project Development Fund costs allocable to Project Participants shall be calculated by dividing the total balance of Development Fund Costs incurred for solar development by the total expected energy production allocated to the Solar II Project over the first 20 years of the Solar PPA. The resulting dollar per MWh cost shall be allocated as a Project Related Cost.

Project Development Fund Cost	Units	Value
Total Development Fund Expenditure	\$	
Participant Capacity	MW-AC	
Est. Annual Capacity Factor	%	
Est. Annual Project Energy	MWh	
20 Year Buy down Per Year	\$	
20 Year Buy down Per MWh	\$/MWh	

SCHEDULE 1
SCHEDULE OF PROJECT PARTICIPANTS

<u>Name of Project Participant</u>	<u>Solar Entitlement Share (MW)</u>	<u>Solar Entitlement Share (%)</u>
Homestead Public Services	5	9.337%
City of Lake Worth Beach	26.55	49.580%
City of Mount Dora	2	3.735%
New Smyrna Beach Utilities Commission	10	18.674%
Winter Park Electric Utility	10	18.674%
Total	53.55	100%

Notice Information of Project Participants

<u>Homestead Public Services</u> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033	<u>City of Lake Worth Beach</u> City of Lake Worth Beach Electric Utilities Director 1900 2 nd Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670 With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460
<u>City of Mount Dora</u> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757	<u>City of New Smyrna Beach Utilities Commission</u> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168
<u>Winter Park Electric Utility</u> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386	

Solar Energy Exchange Agreement

This Solar Energy Exchange Agreement (“Agreement”), dated as of _____, 2024, is made by and between Florida Municipal Power Agency (All-Requirements Power Supply Project) (“FMPA-ARP”) and the City of Mount Dora, Florida (“Member”). FMPA-ARP and Member may be individually referred to in this Agreement as a “Party” or collectively the “Parties.”

WHEREAS, the FMPA Board of Directors has developed the FMPA Solar II Project, which Project has entered into the Solar Power Purchase Agreement between FL Solar 8, LLC (a subsidiary of Origis Energy, Inc.) (“Developer”) and FMPA-Solar II Project dated December 12, 2019, as amended or assigned (the “Solar II Project PPA”) pursuant to which FMPA-Solar II Project will purchase and receive delivery of solar energy from a portion of solar energy projects developed and owned by Developer (“FMPA-Solar II Project’s Solar Energy”) and directly interconnected to Duke Energy Florida’s (“DEF’s”) transmission system; and

WHEREAS, Member has entered into the FMPA Solar II Project Power Sales Contract between FMPA-Solar II Project and Member, pursuant to which Member receives a Solar Entitlement Share of the Solar II Project PPA;

WHEREAS, Member is not directly interconnected to DEF’s transmission system; and

WHEREAS, in order to more efficiently utilize transmission capability in delivering FMPA-Solar II Project’s Solar Energy to Member, Member desires to exchange Member’s Solar Energy for a like amount of energy from FMPA-ARP, as set forth in this Agreement; and

WHEREAS, FMPA and Member may realize mutual benefit by exchanging Member’s Solar Energy for a like amount of energy from FMPA-ARP as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

“Commencement Date” means the date and time upon which the solar energy exchange contemplated by this Agreement shall commence, which shall be the same time and date when FMPA-Solar II Project starts to receive Solar II Project Solar Energy pursuant to the Solar II Project PPA.

“Solar II Project’s Solar Energy” is defined in the recitals and means all energy to which FMPA-Solar II Project is entitled to under the Solar II Project PPA, but excluding any renewable, facility environmental or other attributes of that energy to which FMPA-Solar II Project is entitled under the Solar II Project PPA, such as, for example, Renewable Energy Credits (RECs).

“Member Solar Energy” means all energy Member is entitled to receive as part of its Solar Power Entitlement Share pursuant to the Solar II Project Power Sales Contract that is made available at the delivery point(s) identified in the Solar Project PPAs, but excluding any

renewable, facility environmental or other attributes of that energy to which Member is entitled under the Power Sales Contract, such as, for example, Renewable Energy Credits (RECs).

ARTICLE 2

TERM & TERMINATION

2.1 Effective Date. This Agreement shall take effect upon the date set forth in the introductory paragraph of this Agreement (the “Effective Date”).

2.2 Term. This Agreement shall take effect on the Effective Date and shall remain in effect until it is terminated in accordance with Section 2.3 of this Agreement (the “Term”).

2.3 Termination. (a) Member may terminate this Agreement by providing not less than thirty (30) days advance written notice to FMPA-ARP.

(b) If FMPA-ARP reasonably forecasts that its resources will be insufficient to enable an energy exchange contemplated by this Agreement without FMPA-ARP incurring additional costs beyond that which FMPA-ARP would have incurred but for the energy exchange contemplated by this Agreement, and if Member does not agree to reimburse FMPA-ARP such additional costs within sixty (60) days after receipt of Notice from FMPA-ARP detailing the additional costs, then FMPA-ARP may terminate this Agreement by providing not less than three years advance written notice to FMPA.

(c) Unless otherwise terminated in accordance with Section 2.3(a) or 2.3(b), this Agreement shall automatically terminate on the earlier of the following: (i) an amendment of the Solar II Project PPA that changes FMPA-Solar II Project’s Solar Energy point of delivery to a transmission network on which Member is a network customer; or (ii) the termination date of the FMPA-Solar II Project PPA.

(d) The provisions of this Agreement regarding billing and payment and dispute resolution shall survive termination of this Agreement to the extent necessary to effectuate obligations arising prior to termination.

2.4 Termination Time. This Agreement shall terminate at 2400 hours on the day specified for such termination in Section 2.3 of this Agreement.

ARTICLE 3

ENERGY EXCHANGE

3.1 Energy Exchange. (a) Beginning on the Commencement Date, FMPA-ARP will take receipt and possession of Member’s Solar Energy that is delivered at the delivery point as defined in the Solar II Project PPA.

(b) Beginning on the Commencement Date, FMPA-ARP will deliver to, and Member will take receipt and possession of, an amount of energy equal to Member’s Solar Energy, which may be Member’s Solar Energy or a like amount from one or more of FMPA-ARP resources (the “Exchange Energy”) to the Florida Power & Light transmission system (the “Exchange Point(s)”).

of Delivery”). The amount and timing of Exchange Energy to be made available and delivered to FMPA-ARP at the Exchange Point(s) of Delivery will be determined in accordance with Section 3.1(c) and Article 5 of this Agreement.

(c) The Exchange Energy shall be delivered to the Exchange Point(s) of Delivery utilizing firm transmission service.

3.2 Nature of Service. (a) Member’s Solar Energy to be delivered pursuant to this Agreement shall be delivered to the point(s) of delivery defined in, and pursuant to the terms and conditions of, the Solar II Project PPA. The Exchange Energy to be delivered pursuant to this Agreement shall be firm, subject to curtailment (without penalty) by FMPA-ARP only if required to serve FMPA-ARP native load for reliability purposes.

3.3 No Effect on FMPA’s PPA. Although FMPA-ARP will utilize and receive Member’s Solar Energy in exchange for the Exchange Energy delivered to Member at the Exchange Point(s) of Delivery pursuant to this Agreement, the Parties agree that for purposes of the FMPA-Solar II Project PPA, Member’s Solar Energy shall be deemed to have been utilized and received by Member, and FMPA-ARP shall have no rights or interests in, to or under the FMPA-Solar II Project PPA. Member shall in good faith and in accordance with good utility practice carry out its obligations, and enforce its rights, under the Solar II Project Power Sales Contract. Each Party recognizes that the other Party’s ability to benefit from this energy exchange transaction will depend upon such contract compliance and enforcement.

ARTICLE 4

TRANSMISSION

4.1 Transmission.

(a) Member shall bear all responsibility for, and costs associated with, delivery of the Exchange Energy it receives hereunder from the Exchange Point(s) of Delivery. FMPA-ARP shall not be responsible for any costs or charges incurred by Member in delivery of any Exchange Energy to its load beyond the Exchange Point(s) of Delivery, including losses. Upon termination of this Agreement, Member shall bear all responsibility and costs associated with the delivery of Member’s Solar Energy from the delivery point as defined in the FMPA-Solar II Project PPA to member’s system.

(c) FMPA-ARP shall bear all responsibility for, and costs associated with, delivery of Member’s Solar Energy it receives hereunder from the delivery point as defined in the FMPA-Solar II Project PPA. Member shall not be responsible for any costs or charges incurred by FMPA-ARP in delivery of any Member Solar Energy to its load beyond the delivery point as defined in the FMPA-Solar II Project PPA, including losses.

ARTICLE 5

BALANCING

5.1 Balancing. (a) It is the Parties' intent that over the course of any calendar month during the Term after the Commencement Date, the quantity of Member Solar Energy received by FMPA-ARP at the point of delivery pursuant to the FMPA-Solar II Project PPA shall be equivalent to the quantity of Exchange Energy delivered to Member at the Exchange Point(s) of Delivery.

(b) If, FMPA-ARP cannot deliver or Member cannot receive the Exchange Energy during an hour in which it would otherwise be delivered and received, the Parties will establish a plan whereby FMPA-ARP will provide the Exchange Energy to Member as soon as commercially reasonably possible.

ARTICLE 6

ADDITIONAL COSTS

6.1 Member PPA Costs. Member shall be responsible to make all required payments for Member Solar Energy to FMPA-Solar II Project under the Solar II Project Power Sales Contract as though Member had received all of the energy to which it was entitled under the Solar II Project Power Sales Contract but which was received by FMPA-ARP pursuant to this Agreement. FMPA-ARP shall not be responsible for any additional capacity or energy charge, or other costs related to Member's Solar Energy.

6.2 Exchange Energy Costs. Member shall not be responsible for any additional capacity or energy charge, or other costs related to the Exchange Energy.

6.3 Scheduling Agent Costs. Notwithstanding Sections 6.1 and 6.2 of this Agreement, Member shall be responsible for all incremental costs associated with any charges incurred from the Florida Municipal Power Pool, or successor scheduling agent, for the incremental costs associated with implementing this Agreement.

ARTICLE 7

GENERAL PROVISIONS

7.1 Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

7.2 Waiver and Amendment. This Agreement may not be amended, modified or changed except by a written instrument signed by an authorized representative of each Party. The failure or delay of any Party at any time to require performance by another Party of any provision of this Agreement, even if known, shall not affect the continuing right of such Party to require performance of that provision or to exercise any right, power, or remedy provided for in this Agreement. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No Notice to or demand on any Party in any circumstance shall, of itself, entitle such Party to any other or further Notice or demand in similar or other circumstances. The waiver of any breach or

default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.

7.3 Limit of Liability. Neither Party, nor its directors, officers, employees, or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense, whether direct, indirect, or consequential, or whether arising in tort, contract or other theory of law or equity, arising from the Party's performance or nonperformance under this Agreement, except as specified in this Agreement.

7.4 Assignment. It is understood and agreed that neither Party may transfer, sell, mortgage, pledge, hypothecate, convey, delegate, or otherwise assign this Agreement, or any interest in this Agreement or any rights or obligations under this Agreement, 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 Party (and any such attempt shall be void), which consent shall not be unreasonably conditioned, withheld or delayed. 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.

7.5 Entire Agreement. This instrument shall constitute the final complete expression of the agreement between FMPA-ARP and Member relating to the subject matter of this Agreement.

7.6 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement. In the event any provision of this Agreement is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

7.7 Good Faith Dealings. The Parties agree to cooperate in good faith with each other in their respective performance hereunder and in carrying out and giving effect to the provisions of this Agreement. Each Party agrees to execute and deliver documents and take actions as reasonably requested by the other Party to implement the transactions contemplated by this Agreement.

7.8 Relationship of the Parties. Neither this Agreement nor any grant, lease, license, permit or other instrument related hereto, shall create a new entity nor be construed to create a new entity, such as a partnership, association or joint venture. The parties shall not be liable as partners. No Party shall be under the control of or be deemed to control the other Party and no Party shall have the right or power to bind the other Party except as expressly set forth herein.

7.9 Notices. All notices, notifications, demands or requests required or permitted under this Agreement (collectively, "Notices") must be in writing, signed by a duly authorized representative of the Party giving such Notice and will be deemed given when received (charges prepaid) by (i) personal delivery, (ii) recognized express courier, (iii) facsimile followed by telephone confirmation with the addressee confirming receipt to the other Party or (iv) electronic

mail with electronic confirmation of the addressee opening the electronic mail message (i.e., read receipt) at the address(es) designated below:

If to FMPA at:

Florida Municipal Power Agency
Attn: Chief Operating Officer
8553 Commodity Circle
Orlando, FL 32819
Email: ken.rutter@fmpa.com
Fax: 407-355-5794

With a required copy to:
FMPA Office of the General Counsel
2061-2 Delta Way
P.O. Box 3209 (32315-3209)
Tallahassee, FL 32303
Email: jody.finkea@fmpa.com
dan.ohagan@fmpa.com
Fax: 850-297-2014

If to Member at:

City of Mount Dora
Attn: City Manager
510 North Baker Street
Mount Dora, FL 32757

Email: sandersfeld@ci.mount-dora.fl.us

With a required copy to:
Patrick Brackins, Esq.
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center PKWY, STE 100
Maitland, FL
pbrackins@shepardfirm.com
ahand@shepardfirm.com
407-622-1772

Except as otherwise provided in this Agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by FMPA or Member shall not be regarded as business days. Counsel for FMPA and counsel for Member may deliver Notice on behalf of FMPA and Member, respectively. Any Party or other person to whom Notices are to be sent or copied may notify the other Party(ies) and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written Notice to the Party(ies) and addresses set forth in this Agreement.

7.10 Governing Law. The validity and interpretation of this Agreement and the right and obligations of the parties hereunder 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 relating to transactions contemplated hereby, shall be brought exclusively in the state or federal courts located in Orange County, Florida, or Lake County, Florida, as appropriate.

7.11 Counterparts. This Agreement may be executed in any number of counterparts, and signature pages exchanged by facsimile or electronic mail, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies thereof, may be appended to

any other counterpart and when so appended shall constitute an original. In the event that any signature is delivered by facsimile or electronic mail, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) the Agreement with the same force and effect as if such facsimile signature page were an original.

7.12 ARP Project Responsibility. This Agreement is a liability and obligation of the All-Requirements Power Supply Project only. No liability or obligation under this Agreement shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other “project” of FMPA as that term is defined in FMPA’s Interlocal Agreement.

7.13 Dispute Resolution. (a) The parties expressly agree that they will first engage in good faith negotiations to resolve any dispute arising out of or related to this Agreement. Good faith negotiations include without limitation the following:

- (1) Any dispute will be first reviewed by the appropriate staff of each Party who shall endeavor to define the issues underlying the dispute and prepare a joint recommendation for resolution.
- (2) If at anytime staff of either Party is unwilling or unable to accept resolution as proposed by the other Party, then the dispute and underlying issues shall be presented to the General Manager and CEO of FMPA and to the General Manager and CEO (or differently titled chief executive) of Member for resolution (collectively, the “Executives”).

(b) If either Party determines that further negotiations will be fruitless, or the Executives cannot agree on a resolution of a dispute, and that an impasse has been reached, then either Party may declare the negotiations at an impasse. The Party declaring the negotiations at an impasse must provide Notice thereof the other Party in writing stating with particularity the issues or points believed to be the basis of the impasse.

(c) Nothing in this section 7.13 limits the rights of a Party to any remedy available at law or in equity. To the extent FMPA or Member prevails against the other Party in any court action (including proceedings at all levels of trial and appellate courts and any settlement proceedings after the filing of court action), reasonable costs and expenses including attorney fees and other charges (including an allocation for the costs and expenses of in-house legal counsel) and court costs and other expenses shall be paid by the non-prevailing Party.

7.14 No Other Amendment. Nothing in this Agreement modifies nor amends, nor shall be construed to modify or amend, any other agreement between the Parties or to which they are parties unless expressly delineated herein.

7.15 No Presumption. This Agreement shall be construed as if both Parties jointly prepared it, and no presumption shall be made as to whether one Party or the other prepared this Agreement for purposes of interpreting or construing any of the provisions of this Agreement or otherwise.

7.16 Public Records. It is understood and agreed that FMPA, a separate legal entity and public agency (as that term is defined in the Interlocal Cooperation Act of 1969), and Member, as a municipal corporation, may each be subject to Chapter 119, Florida Statutes, and Chapter 286, Florida Statutes (collectively, the “Sunshine Law”). In recognition of the Sunshine Law’s requirements, it is agreed and understood that the Party authoring, creating, or otherwise originating any and all documents, instruments, information, or materials (including, but not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, or memoranda) created under or pursuant to this Agreement or created for or on behalf of any work or activity related to this Agreement (collectively, “Records”), shall be responsible for keeping and maintaining originals and/or copies of such Records. Each Party may use and rely on any and all Records provided by the other Party; provided, however, no Party shall be liable or otherwise responsible for any third party’s use or reliance upon any such Records for any purpose, unless otherwise stated in writing by the Party authoring, creating, or otherwise originating the Records.

[Signature page follows]

FLORIDA MUNICIPAL POWER AGENCY

(SEAL)

By: _____
Title

Attest:

Secretary or Assistant Secretary

CITY OF MOUNT DORA

By: _____
Crissy Stile, Mayor, City of Mount Dora

Attest: _____
Jeanann Hand, Clerk, City of Mount Dora



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2024-13**,
Comprehensive Plan Text Amendment

Introduction:

This is a request for City Council to approve final reading of Ordinance No. 2024-13.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate. The legal advertisements for the adoption public hearing are included in Attachment #2. On August 2, 2024, the State Department of Economic Opportunity (DEO) provided the City the “Objection, Recommendation, and Comment Report” (ORC Report) – Attachment #3.

To ensure properties within the Employment Center land use designation are developed in accordance with the Wolf Branch Innovation District Implementation Plan, staff is seeking to amend the Comprehensive Plan to eliminate PUDs as a permissible district within the Employment Center land use designation. Eliminating PUDs as an option within the Employment Center land use category will require properties to develop according to the WBI-E and WBI-G zoning districts established in the Land Development Code. This will ensure the Employment Center land use category is developed consistently throughout the Wolf Branch Innovation District. Also, a building height cap included and how buildings are measured within this land use category.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on July 2, 2024, recommended approval of First Reading of Ordinance 2024-13 for Transmittal to the State Department of Economic Opportunity and hold a hearing for the second reading and adoption.

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency at their regularly scheduled meeting held on June 20, 2024, recommended approval of the Comprehensive Plan Text Amendment.

Amendments become effective 31 days after the Department of Economic Opportunity determines the adopted amendment package is complete (subject to no Petition being filed by an affected party).

Budget Impact:

There are no budgetary impacts to the City relative to the processing of the Comprehensive Plan Text Amendments.

Strategic Impact:

Comprehensive Plan Amendments are consistent with the Growth Management and Economic Development Goals of the City. GOAL 1: Economic Development.

Recommendation:

The City Council approve Final Reading of Ordinance No. 2024-13.

Attachment(s):

1. Attachment 1 Business Impact Estimate (Comp Plan Text)
2. Attachment 2 Legal Advertisement Publications
3. Attachment 3 State DEO Letter 24-01ESR(P)
4. Ord 2024-13 Comp Plan Text Empl Ctr Future Land Use (Final)
5. Exhibit A GOPs Amendment EC Policy 4.g12

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/12/2024
Approved - 8/12/2024
Final Approval - 8/13/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-13

**ORDINANCE TITLE: Comprehensive Plan Text Amendment
Employment Center Future Land Use Category**

DEPARTMENT: Planning and Development

MEETING DATE: September 3, 2024 (Adoption Hearing)

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance is proposed to ensure properties within the Employment Center land use designation are developed in accordance with the Wolf Branch Innovation District Implementation Plan. The proposed ordinance amends the Comprehensive Plan to eliminate PUDs as a permissible district within the Employment Center land use designation. Eliminating PUDs as an option within the Employment Center land use category will require properties to develop according to the WBI-E and WBI-G zoning districts established in the Land Development Code. This will ensure the Employment Center land use category is developed consistently throughout the Wolf Branch Innovation District. A building height cap is included within the ordinance as well requirements as to how building height will be measured within this land use category. The City finds it in the best interest of the public welfare to ensure that future land use categories within the City are consistent with the overriding vision of the City for employment based land uses.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A

**ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2024-13
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2024-13. The final public hearing on the ordinance will be held on Tuesday, September 3, 2024, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2024-13 is as follows:

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

This map illustrates the City of Mount Dora, Florida, with its city limits shaded in gray. The map includes a north arrow pointing upwards, labeled 'N' and 'N.T.S.' (Not To Scale). A legend indicates that the gray shaded area represents 'City Limits'.

Major roads shown include:

- Orange Ave - CR 44C SR 44
- SR 44
- SR 46
- SR 453
- US Hwy 441
- US Hwy 44
- CR 19A
- CR 44
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AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

Interested parties may appear at the meeting and be heard with respect to the proposed Comprehensive Plan Amendments and the proposed ordinance.

ATTACHMENT #2

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: August 23, 2024

August 2, 2024

The Honorable Crissy Stile
Mayor, City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

Dear Mayor Stile:

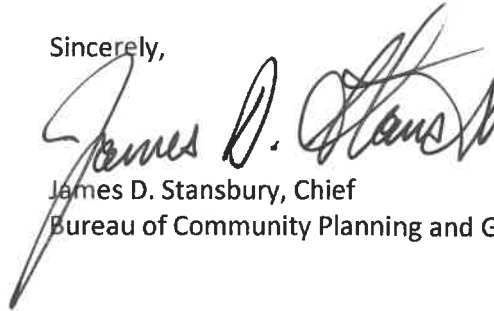
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Mount Dora (Amendment No. 24-01ESR) received on July 3, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850)-717-8421 or by email at jon.coulter@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: Ryan Winkler, AICP, Senior Planner, Department of Planning and Development
Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ATTACHMENT #3

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

WHEREAS, the City of Mount Dora is committed to planning and managing the future growth of the City; and

WHEREAS, Florida Statutes, Section 163.3167 requires that the City of Mount Dora maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, the City of Mount Dora has the authority to amend its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes; and

WHEREAS, the purpose of this Ordinance is to amend the City of Mount Dora Comprehensive Plan to provide revisions to the Employment Center Future Land Use Category; and

WHEREAS, the City of Mount Dora Planning Commission has been duly designated as the Local Planning Agency of the City and in such capacity held a duly noticed public hearing on June 20, 2024, to receive public comments on the proposed text amendment to the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, on July 2, 2024, and again on September 3, 2024, the City Council conducted a duly noticed public hearing to consider the public comments and receive the recommendations of the Planning Commission; and

WHEREAS, the City of Mount Dora has complied with all requirements and procedures under Florida law in adopting the subject element to the City of Mount Dora Comprehensive Plan 2045.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. Approval of Comprehensive Plan Text Amendment. The City of Mount Dora Comprehensive Plan 2045, enacted by Ordinance No. 2020-04 on June 16, 2020, is hereby amended to include revisions to Future Land Use Element Policy 4.g(12) - Employment Center as shown in **Exhibit “A,”** attached hereto and made a part hereof.

NOTE: Within **Exhibit “A,”** underlined words constitute additions to the City of Mount Dora Comprehensive Plan 2045, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

SECTION 3. Transmittal of Amendments. The City Manager or a designee thereof is hereby directed to transmit the amendments to the City of Mount Dora Comprehensive Plan 2045 to all necessary reviewing agencies pursuant to Florida Statutes, Section 163.3184.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. Non-Codification and Scrivener’s Errors. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Ordinance.

SECTION 9. Effective Date, Legal Status of Plan Amendment and Incorporation into Comprehensive Plan.

A. The effective date of the Comprehensive Plan Amendments adopted by this Ordinance shall be 31 days after the Florida Department of Economic Opportunity notifies the City that the plan amendment package is complete or, if timely challenged, the date the Florida Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendments to be in compliance as set forth in Florida Statutes, Section 163.3184.

B. Upon the effective date of the Comprehensive Plan Amendments adopted by this Ordinance, said Amendments shall be incorporated into the City of Mount Dora Comprehensive Plan 2045 and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

FIRST READING: July 2, 2024

SECOND READING: September 3, 2024

PASSED AND ADOPTED this 3rd day of September 2024.

CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney
City of Mount Dora

EXHIBIT “A”
Future Land Use Element – Policy 4.g.(12)

TEXT AMENDMENT FLUE POLICY 4.g(12)
EMPLOYMENT CENTER
CITY OF MOUNT DORA
COMPREHENSIVE PLAN
GOALS, OBJECTIVES AND POLICIES

Note: Underlined words constitute additions to existing text, asterisks (***) indicate omitted parts which are intended to remain unchanged.

FUTURE LAND USE ELEMENT

GOAL: To promote, protect and improve the public health safety, general welfare and retain the quaint character of Mount Dora in a controlled growth environment while protecting the welfare and aesthetics of the community through the provision of appropriate land uses. These uses are designed to preserve the natural and cultural resources of the community, to ensure that public facilities and services are provided concurrent with the impacts of development so that level-of-service standards are maintained.

OBJECTIVES:

4. To encourage the prevention and elimination of uses inconsistent with the community's character and Future Land Uses through the implementation of Land Development Regulations.

Policies:

- g. The following density and intensity standards are established for each land use category depicted on the Future Land Use Map Series:

- (12) **Employment Center:** This category provides for a variety of office uses, light industrial, multi-family residential, and limited commercial uses that support office uses. This category is intended to accommodate employment development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security features, and accessory uses included within the building footprint. This Future Land Use Category shall be located on collector and arterial roadways to minimize traffic on local streets and to provide convenient access to transit facilities, and should be located in proximity to urban residential uses. With the exception of hotels and motels, and land within the Gateway District defined below, no more than twenty percent (20%) of the floor area shall be allocated to commercial uses. Of the 20% floor area,

only commercial uses that support this category shall be permitted, such as restaurants, cafes, associated retail/wholesale, daycares or shops located within an office park or office building. Office parks may utilize these allocations within the boundary of the office park. It is the express intent of this provision to prohibit highway-oriented commercial uses except as provided for within the Gateway District. Developments within this Category are not subject to Commercial Location Criteria. ~~Zoning applications within the Employment Center Future Land Use Category must be accompanied by a site/master plan as set forth in the Land Development Regulations. Such plans shall address, at a minimum, buffering, setbacks, lighting and building height, to ensure compatibility with adjacent uses.~~ Design standards shall be provided in the Land Development Regulations that ensure that Employment Center development is compatible with adjoining properties. Standards shall include, but not be limited to, building style, design and scale; exterior building materials; roof design and construction; building size and placement; site furnishings; fences and entrance features; and the size and location of service areas. Projects shall be designed with a minimum of fifteen percent (15%) of the net buildable area as open space. A floor area ratio (FAR) of up to a maximum 1.0 will be allowed by right. The Land Development Regulations may provide for an FAR up to 2.0 with certain exceptional design and performance criteria. The maximum Impervious Surface Ratio shall be 0.75.

Maximum Building Height for new developments within WBI-E and WBI-G zoning districts shall not exceed 100 feet. Building height shall be measured as follows: The vertical distance from the finished grade to the highest point of a flat roof or a mansard roof, or, for gable, hip and gambrel roofs or other pitched roofs, to the mean height level between the highest ridge and the highest eave connected to that ridge.

Note: It is not intended that application and enforcement of the paragraph set forth above prevent the establishment of, interfere with, alter, or remove any entitlements established or applied for prior to adoption of Ordinance 2024-14. Specifically, developments zoned PUD within the Employment Center category which were approved prior to adoption of Ordinance 2024-14 may develop in accordance with said approvals.

Employment Center Typical Uses Include:

- General office, including: research and development, health care, services, finance, insurance and real estate;
- Limited commercial retail trade uses that support office land uses;
- Light industrial uses such as manufacturing, wholesale trade, office/showroom, transportation, communications, electric, gas and sanitary services. Activities are limited to those without off-site impacts and take place primarily within an enclosed building;
- Day care facilities;
- Health Services, including in-patient care/hospitals;
- Civic uses;
- Religious organizations;
- Colleges, universities and professional schools;
- Public order and safety;
- Hotels and other lodging places; and

- Utilities.

~~Typical Uses Requiring a Conditional Use Permit (CUP)/Planned Unit Development (PUD):~~

~~Light industrial uses as provided above that take place primarily outside an enclosed building;~~

- ~~• Heliports; and~~
- ~~• Residential uses at a minimum of 8 dwelling units per acre, subject to a maximum of 25% of the Employment Center land area. Residential uses wholly contained within vertically mixed use buildings may occupy up to 50% of the Employment Center land area.~~

Prohibited Uses:

- Residential uses less than 8 dwelling units per acre;
- Single-use highway commercial uses;
- Heavy industrial uses; and
- Cross-dock truck dependent warehouse/distribution uses.

Gateway Sub-District

This designation is a sub-area within the Employment Center Future Land Use Category for the Wolf Branch Innovation District. (See FLU Map Series Map II-4). The Gateway is centered on the intersection of Round Lake Road and State Road 46. It is intended to establish a high quality, mixed-use built environment providing goods and services for the surrounding area. The design of the Sub-District shall exhibit a high level of walkability, with building placement and architectural design indicative of exemplary character. The resulting development should become the iconic impression of the Wolf Branch Innovation District.

~~All development proposals shall be required to pursue the Planned Unit Development zoning district.~~ Retail commercial uses shall be allowed to occupy up to 75% of a mixed-use development site. Residential uses at a minimum of 8 dwelling units per acre, may occupy up to 60% of any mixed-use site.

In addition to the permitted uses and development standards in the Employment Center, the following Gateway Sub-District criteria shall govern development proposals:

FAR	.35 Minimum	1.0 Maximum
Minimum Site Size	3 acres	



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval First Reading of **Ordinance No. 2024-16**, Annexation for Rolkelray, LLC (4.60 Acres).

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2024-16 and hold the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Further annexation descriptions and details are contained in Attachment #2 (Annexation Summary Report). The applicant has petitioned the City for annexation for three parcels (4.60 acres) located on the west side of US Highway 441 and south of Limit Avenue. This action is for annexation only. The lands are eligible for annexation and are contiguous to existing city limits. The annexation further decreases existing enclave and is located within the City/County Joint Planning Agreement (JPA) boundary.

Budget Impact:

Master Fee Schedule Resolution No. 2023-18 on April 18, 2023, waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived.

Strategic Impact:

The City's annexation program is consistent with Growth Management Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

Recommendation:

City Council approve First Reading of Ordinance No. 2024-16 and the hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Business Impact Estimate (Annex Ord)
2. Attachment 2 Annexation Summary Report
3. Ordinance 2024-16 Annex_ Rolkreiray Properties (City Atty Reviewed)

Prepared by: Vince Sandersfeld, City Manager

Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/19/2024

Approved - 8/19/2024

Final Approval - 8/19/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-16

ORDINANCE TITLE: Annexation Rolkelray, LLC (4.60 Acres)

DEPARTMENT: Planning and Development

**MEETING DATE: September 3, 2024
September 17, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2024-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Property Owner has filed a petition for annexation of lands into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property. This Ordinance is an annex of lands into the municipal limits of the City of Mount Dora

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

ANNEXATION SUMMARY REPORT

Rolkelray LLC

4.60 ACRES

Report Date:

September 3, 2024

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Rolkelray LLC (Roland D. Magyar)
 Applicant: Michael Rankin, LPG Urban and Regional Planners, LLC
 Alt. Keys: 1447127, 1447160 & 2921757
 Existing Use: Vacant Land
 Proposed Use: Neighborhood Commercial uses including restaurant, coffee shop, medical, and retail
 Future Land Use: County Commercial
 Proposed FLU: City Commercial
 Current Zoning: County Neighborhood Commercial (C-1)
 Proposed Zoning: City Neighborhood Commercial (C-1)
 City Council District: Five (5)
 JPA: Yes

Surrounding Property Table:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	City	Medium Density	R-2	Undeveloped
	County	Regional Commercial	C-1	Undeveloped
East	County	Regional Commercial	C-1	Undeveloped
West	County	Regional Commercial	C-1	Store/Residence/ Undeveloped

Analysis:

The Applicant has submitted an application to annex three (3) properties totaling 4.60 acres in the City of Mount Dora. The subject properties are currently undeveloped and are anticipated to be developed with neighborhood commercial uses including restaurant, coffee shop, medical, and retail. The subject properties are located west of US Highway 441 and south of Limit Avenue. Pursuant to Lake County's regulations, the properties are zoned Neighborhood Commercial (C-1) and are part of the Regional Commercial future land use category.

Prior to developing or redeveloping either property, the owner will need to apply for a land use map amendment and rezoning application to designate the property with a City zoning district and City land use category. The Applicant has submitted applications for Rezoning and Future Land Use Map Amendments in accordance with Staff's recommendation, and are run concurrently with the Annexation application.

The subject properties are contiguous to the City limits and eligible for annexation.

Notification:

JPA Notice to Lake County: August 26, 2024

Ordinance Enactment Legal Ad: September 6, 2024

Non-Legal with Map Ad City Council Adoption: September 6, 2024

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC Review: July 31, 2024

City Council 1st Reading: September 3, 2024

City Council 2nd Reading/Adoption: September 17, 2024

ATTACHMENT #2
VICINITY MAP

Rolkelray LLC Properties
4.54 +/- Acres

Legend



Subject Properties

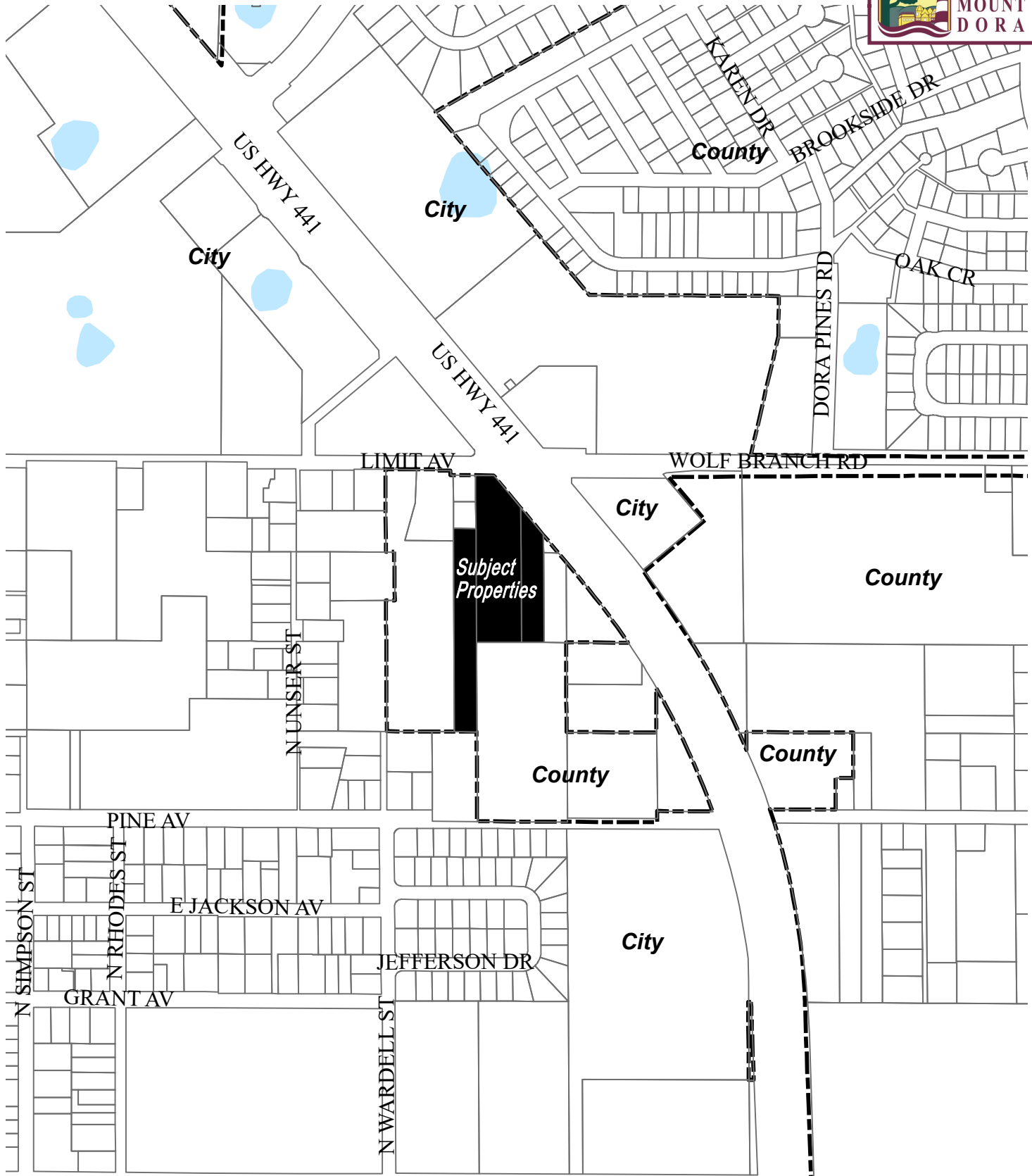


City Limits

N



N.T.S.



Date: 7/1/2024

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

RECEIVED

By Whitney Scott at 1:47 pm, Jun 27, 2024

ANNX24-01



CITY OF
MOUNT
DORA

PLANNING AND DEVELOPMENT

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

PlanDev@CityofMountDora.com

VOLUNTARY ANNEXATION APPLICATION

Date: May 28, 2024

Project Address: US Highway 441

1. Applicant's Name: Michael Rankin, Managing Member
Company's Name: LPG Urban and Regional Planners, LLC
1162 Camp Ave.
2. Address: Mount Dora, FL 32757
City, State & Zip: Mount Dora, FL 32757
Phone: _____ E-mail: MichaelR@lpgurp.com
3. Property Owner's Name(s): Roland Magyar, Member
Company's Name: Rolkelray, LLC
635 E. Livingston St.
4. Address: Orlando, FL 32803
City, State & Zip: _____ E-mail: rmagyar@att.net
Phone: 407-446-6537
3. The property generally located (list adjacent streets): West of US Hwy. 441 and south of
Limit Ave.
5. Alt Key(s): 144 77 8 1 44 7 6 0, and 14 4 1 7
6. Size of property in Acres: 4.54 Square Feet: 197,762
7. Does property have, or will it have City Water and Sewer? ☒ Yes ☐ No
8. Does property have, or will it have Well or Septic Tank? ☐ Yes ☒ No
9. Current Zoning District (County): C-1
10. Future Land Use Category (County): Regional Commercial

13. Present use and structures on the property (list number of residential dwelling units):
Vacant

14. Public or Private Roadways*: Private
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code and Florida Statutes. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

Roland D. Wagner
Owner(s) of Record Signature(s)

5/29/24
Date

May 29, 2024

Rolkelray, LLC hereby authorizes Michael Rankin with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of documents on the Voluntary Annexation application, Small Scale Comprehensive Plan Amendment application, and Rezoning application to the City of Mount Dora.

Signed:

Roland D. Magyar

Roland Magyar (Member)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me with 21 day of June, 2024, by Roland Magyar as Member of Rolkelray, LLC on behalf of the corporation. He is personally known to me.

Michael R. Willis

Notary Public – State of Florida

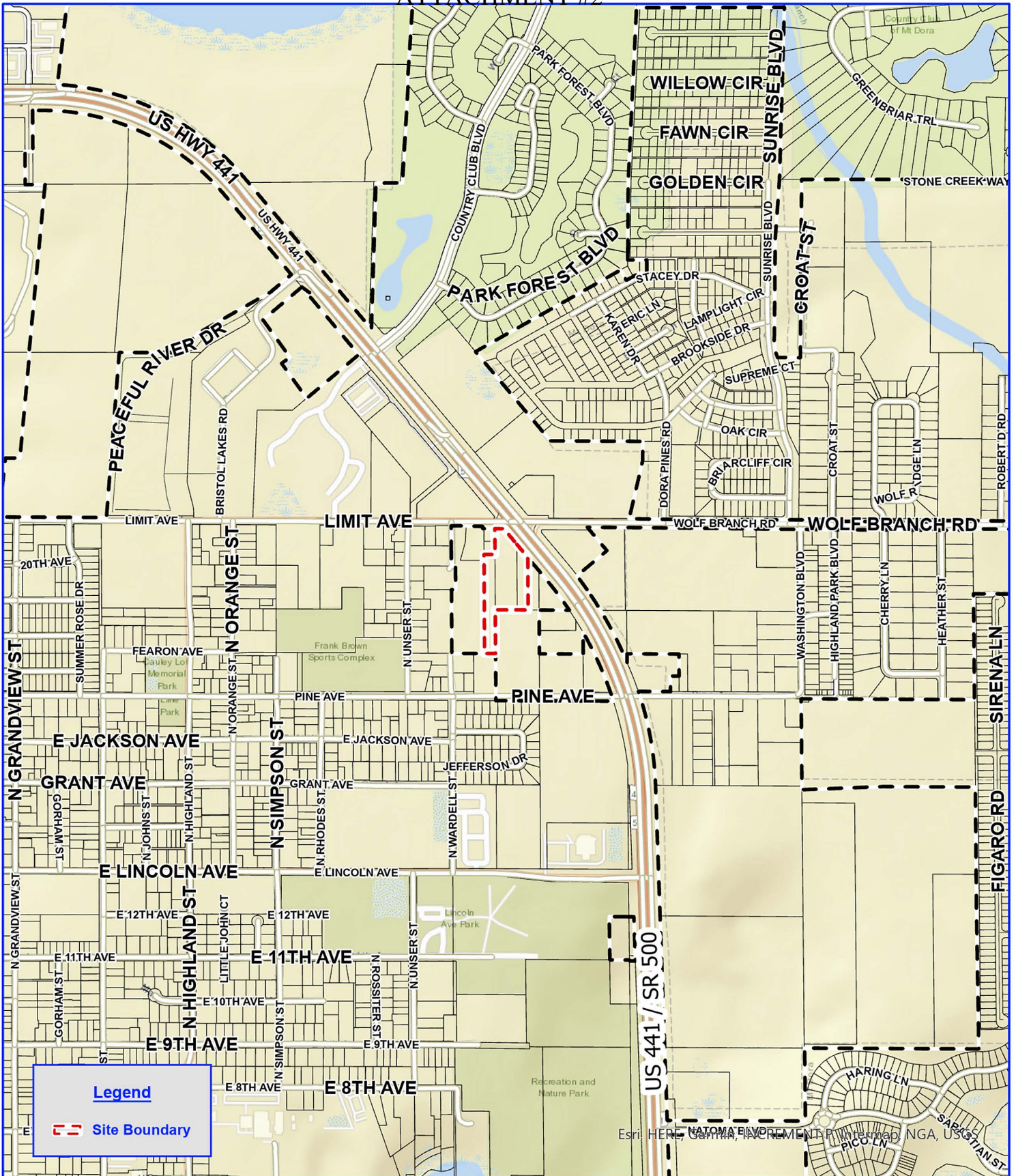
Michael R. Willis

Print Name

My Commission Expires: 6-26-24

Commission Number: H17 015242





Legend

 Site Boundary



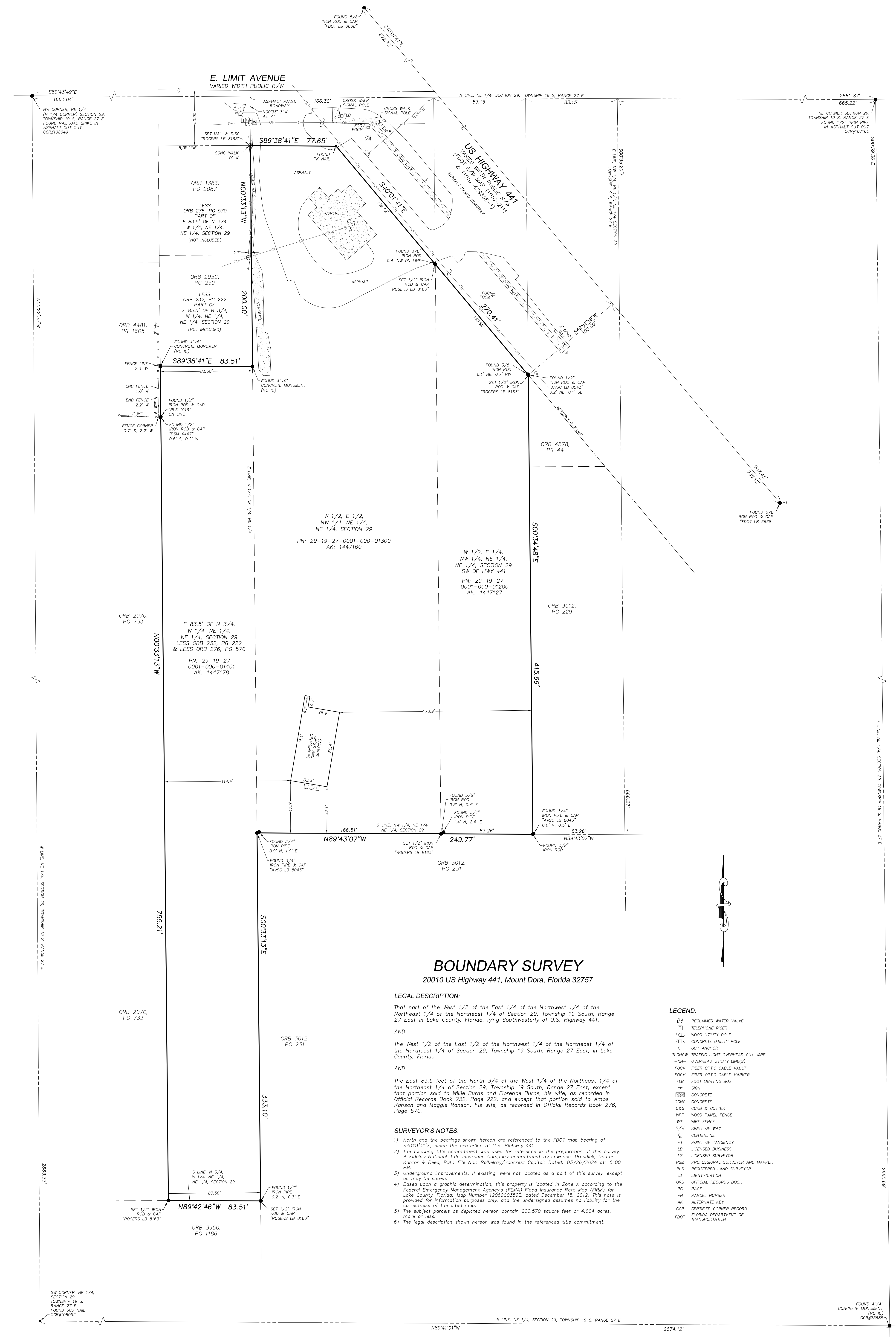
240 0 240 480 720 960 1,200
Feet
Scale: 1:12,000

Rolkelray, LLC

**Lake County, Florida
Location Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: Location
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°1'41"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CL CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- W SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- Q CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

ROGERS SURVEYING
AND MAPPING, INC. ♦ 352-735-8734
357 E 7TH AVE, MOUNT DORA, FL 32757 ♦ LB 8163

SURVEY DATE: 04/15/2024 FIELD BY: P. MUNSCH
SCALE: 1" = 40' DRAWN BY: L. GRIFFIN
PROJECT ID: RS-3206
FILE NAME: 29-19-27_20010USHWY441_RS-3206

SCALE: 40 0 20 40 80
1" = 40'

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED. AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447127
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001- 000-01200
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/4 OF NW 1/4 OF NE 1/4 OF NE 1/4, S OF HWY ORB 6291 PG 1117		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		11162.000	Square Feet	\$89,140.00	\$89,140.00
2	VACANT COMMERCIAL (1000)	0	0		26582.000	Square Feet	\$28,305.00	\$28,305.00
				Click here for Zoning Info ⓘ FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
1121 / 2403	07/1991	Warranty Deed	Qualified	Vacant	\$32,800.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 3, 2024 City Council Regular Session Agenda Packet

Page 849 of 1115

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$117,445	\$117,445	\$117,445	5.0364	\$591.50
SCHOOL BOARD STATE	\$117,445	\$117,445	\$117,445	3.2080	\$376.76
SCHOOL BOARD LOCAL	\$117,445	\$117,445	\$117,445	2.9980	\$352.10
LAKE COUNTY WATER AUTHORITY	\$117,445	\$117,445	\$117,445	0.2940	\$34.53
NORTH LAKE HOSPITAL DIST	\$117,445	\$117,445	\$117,445	0.1500	\$17.62
ST JOHNS RIVER FL WATER MGMT DIST	\$117,445	\$117,445	\$117,445	0.1793	\$21.06
LAKE COUNTY MSTU STORMWATER	\$117,445	\$117,445	\$117,445	0.4957	\$58.22
LAKE COUNTY MSTU AMBULANCE	\$117,445	\$117,445	\$117,445	0.4629	\$54.37
LAKE COUNTY VOTED DEBT SERVICE	\$117,445	\$117,445	\$117,445	0.0918	\$10.78
LAKE COUNTY MSTU FIRE	\$117,445	\$117,445	\$117,445	0.5138	\$60.34
				Total: 13.4299	Total: \$1,577.28

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447160
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001- 000-01300
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	20010 US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 ORB 6291 PG 1171		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		39075.000	Square Feet	\$312,053.00	\$312,053.00
2	VACANT COMMERCIAL (1000)	0	0		57725.000	Square Feet	\$61,466.00	\$61,466.00
				Click here for Zoning Info ⓘ FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
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5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
737 / 951	04/1979	Personal Rep Deed	Unqualified	Improved	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

ATTACHMENT #2

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$373,519	\$373,519	\$373,519	5.0364	\$1,881.19
SCHOOL BOARD STATE	\$373,519	\$373,519	\$373,519	3.2080	\$1,198.25
SCHOOL BOARD LOCAL	\$373,519	\$373,519	\$373,519	2.9980	\$1,119.81
LAKE COUNTY WATER AUTHORITY	\$373,519	\$373,519	\$373,519	0.2940	\$109.81
NORTH LAKE HOSPITAL DIST	\$373,519	\$373,519	\$373,519	0.1500	\$56.03
ST JOHNS RIVER FL WATER MGMT DIST	\$373,519	\$373,519	\$373,519	0.1793	\$66.97
LAKE COUNTY MSTU STORMWATER	\$373,519	\$373,519	\$373,519	0.4957	\$185.15
LAKE COUNTY MSTU AMBULANCE	\$373,519	\$373,519	\$373,519	0.4629	\$172.90
LAKE COUNTY VOTED DEBT SERVICE	\$373,519	\$373,519	\$373,519	0.0918	\$34.29
LAKE COUNTY MSTU FIRE	\$373,519	\$373,519	\$373,519	0.5138	\$191.91
				Total:	Total:
				13.4299	\$5,016.31

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447178
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001- 000-01401
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	N WARDELL ST MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 83.5 FT OF N 3/4 OF W 1/4 OF NE 1/4 OF NE 1/4--LESS N 244.17 FT- - ORB 6291 PG 1117		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		1.460	Acre	\$16,060.00	\$16,060.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	03/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
737 / 951	12/1979	Personal Rep Deed	Unqualified	Vacant	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 3, 2024 City Council Regular Session Agenda Packet

Page 855 of 1115

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$16,060	\$16,060	\$16,060	5.0364	\$80.88
SCHOOL BOARD STATE	\$16,060	\$16,060	\$16,060	3.2080	\$51.52
SCHOOL BOARD LOCAL	\$16,060	\$16,060	\$16,060	2.9980	\$48.15
LAKE COUNTY WATER AUTHORITY	\$16,060	\$16,060	\$16,060	0.2940	\$4.72
NORTH LAKE HOSPITAL DIST	\$16,060	\$16,060	\$16,060	0.1500	\$2.41
ST JOHNS RIVER FL WATER MGMT DIST	\$16,060	\$16,060	\$16,060	0.1793	\$2.88
LAKE COUNTY MSTU STORMWATER	\$16,060	\$16,060	\$16,060	0.4957	\$7.96
LAKE COUNTY MSTU AMBULANCE	\$16,060	\$16,060	\$16,060	0.4629	\$7.43
LAKE COUNTY VOTED DEBT SERVICE	\$16,060	\$16,060	\$16,060	0.0918	\$1.47
LAKE COUNTY MSTU FIRE	\$16,060	\$16,060	\$16,060	0.5138	\$8.25
				Total: 13.4299	Total: \$215.67

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
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ORDINANCE NO: 2024-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Roland D. Magyar DBA Rolkelray, LLC (Property Owner) is the fee simple owner of those properties generally located on the west side of US Highway 441 and south of Limit Avenue in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property; and

WHEREAS, the City has determined that the Property is located wholly within an unincorporated area of Lake County, Florida, that the Property is reasonably compact and contiguous to an incorporated area of the City of Mount Dora, Florida, that annexation of the Property will not result in the creation of an enclave, that annexation of the Property otherwise fully complies with the requirements of Florida Statutes, Section 171.044, and annexation of the Property is in the best interest of the City of Mount Dora; and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the City furnished the Lake County Board of County Commissioners with a copy of the notice of annexation by certified mail at least ten (10) days prior to the publication of the same; and

WHEREAS, the City has determined that all procedural and notice requirements mandated by Florida Statutes, Section 171.044, the City of Mount Dora Charter, the City of Mount Dora Code of Ordinances and all other applicable or controlling laws related to the voluntary annexation of property have been followed and satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located on east side of US Highway 441 at the Orange County line in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 83.50 feet of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

SECTION 3. EFFECT OF ANNEXATION. On the Effective Date of this Ordinance, the property owner of the Property shall be entitled to all the rights, privileges and immunities as are from time to time granted to property owners in the City of Mount Dora, Florida, and shall be subject to the responsibilities of property ownership as may from time to time be authorized and/or adopted by the governing authority of the City of Mount Dora, Florida.

SECTION 4. AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES.

City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, City Council District Two (2) is hereby amended to include the Property, more particularly described as follows:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 83.50 feet of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

SECTION 5. FILING REQUIREMENTS. In accordance with Florida Statutes, Section 171.044(3), within seven (7) days of the enactment of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Lake County Clerk of the Circuit Court, with the County Manager of Lake County, Florida and with the Florida Department of State.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance and the rezoning on the Property. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of the City of Mount Dora

pertaining to the annexation of the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS.

The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

SECTION 9. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: September 3, 2024

SECOND READING: _____, 2024

PASSED AND ADOPTED this __ day of September 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

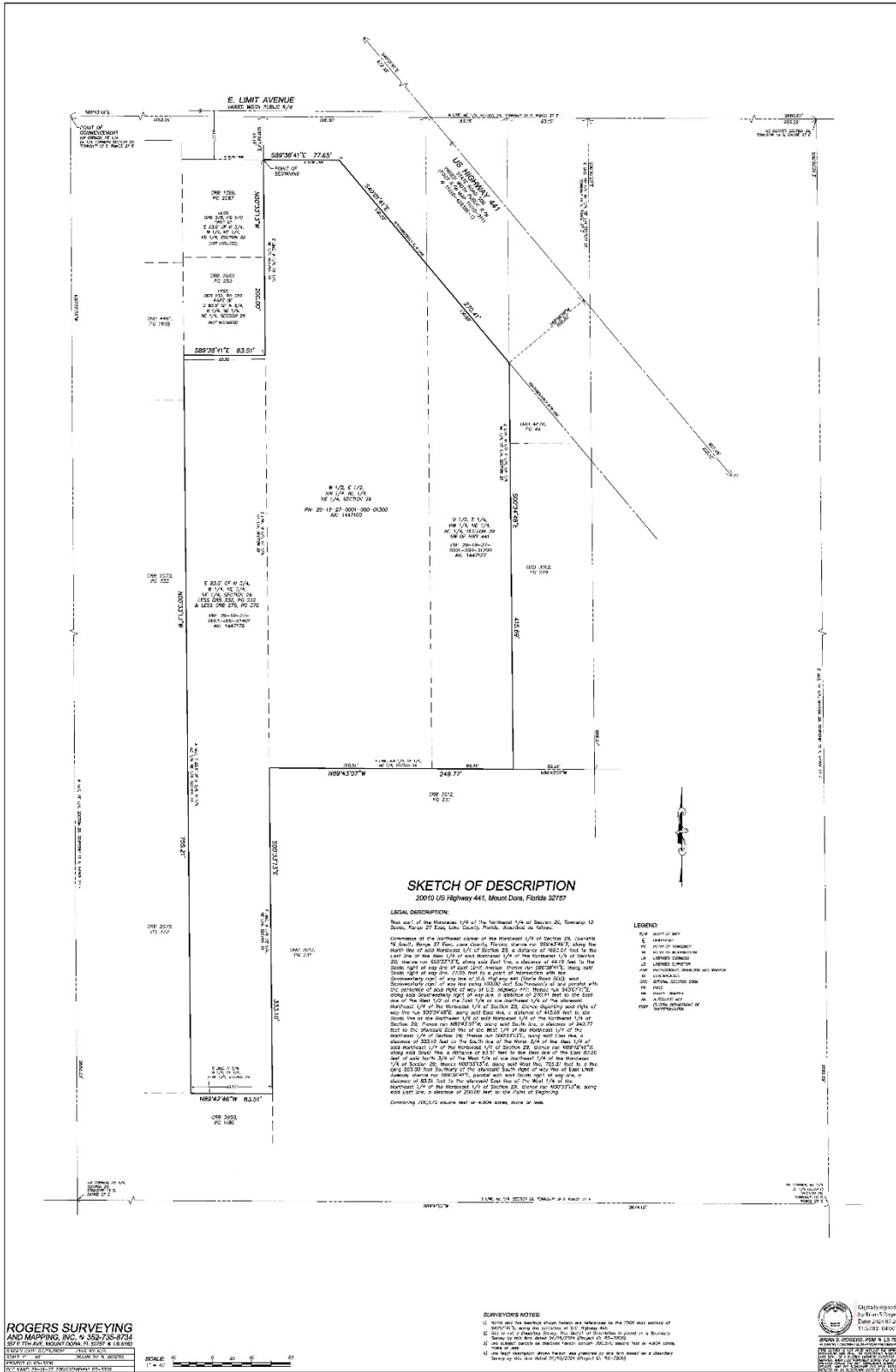
ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney

Property Sketch and Description





510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval of First Reading of **Ordinance No. 2024-17**, Small-Scale Future Land Use Map Amendment for Rolkelray, LLC (4.60 Acres).

Introduction:

This is a request for City Council to approve First Reading of Ordinance No. 2024-17 and hold the hearing for the second reading and adoption.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation

Testimony by others on behalf of applicant or opposition with a legitimate interest in the matter, who can provide substantial competent evidence.

Rebuttal by Applicant

Discussion

Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Further descriptions and the land use report are contained in Attachment #2 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #3. The applicant is requesting an amendment to the City’s Future Land Use Map. The proposed amendment will change approximately 4.60 acres. The Applicant proposes to amend the future land use map to change the parcels from Lake County Commercial to City Commercial.

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on August 21, 2024, recommended approval of the Small-Scale Future Land Use Map Amendment from Lake County Commercial to City Commercial designation.

The Development Review Committee (DRC) on July 31, 2024, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the future land use map amendment action.

Strategic Impact:

Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation:

City Council to approve First Reading of Ordinance No. 2024-17 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Business Impact Estimate (FLUM Ord)
2. Attachment 2 PZC-LPA Staff Report 8-21-2024
3. Attachment 3 Legal Advertisement Publication
4. Ordinance 2024-17, Rolkelray LLC (FLUM) 1st Reading (City Atty Reviewed)
5. Exhibit A FLUM Amendment Map

Prepared by: Vince Sandersfeld, City Manager

Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/19/2024

Approved - 8/19/2024

Final Approval - 8/19/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-17

**ORDINANCE TITLE: Small-Scale Future Land Use Map Change
Rolkelray, LLC (4.60 Acres)**

DEPARTMENT: Planning and Development

**MEETING DATE: September 3, 2024
September 17, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Rolkelray LLC (Property Owner) submitted an application to the City requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located west of US Highway 441 and south of Limit Avenue.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: August 21, 2024

TO: Planning and Zoning Commission

FROM: Development Review Committee
 Vince Sandersfeld, Planning Director

THROUGH: Ryan Winkler, Senior Planner

RE: Application to Amend the Future Land Use Map (Small-Scale); Change in land use from Lake County Regional Commercial to City Commercial; 4.54 Acres (Site Area); Located on the west of US Highway 441 and south of Limit Avenue (General Location); Michael Rankin, LPG Urban and Regional Planners (Applicant); Rolkelray LLC (Owner).
 Project No. FLUM24-01

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the small-scale application to amend the land use category on 4.54 +/- acres from Lake County Regional Commercial to City Commercial. Approval subject to Annexation.

REFERENCES/SUPPORT:

Chapter 163, *Florida Statutes*

LDC Section 3.3

Policy 4.g(2) FLUE of the Mount Dora Comprehensive Plan 2045

Companion Annexation Ordinance 2024-16

SITE SUMMARY:

Owners	Rolkelray LLC
Applicant	Michael Rankin, LPG Urban and Regional Planners
General Location:	West of US Highway 441 and South of Limit Avenue
Alternate Key Nos.	1447127, 1447160, and 2921757
Zoning District:	Lake County Neighborhood Commercial (C-1)
Proposed Zoning District:	City Neighborhood Commercial (C-1)
Future Land Use Category:	Lake County Regional Commercial
Proposed Land Use Category	City Neighborhood Commercial (C-1) (Processing Under a Separate Application)
Overlays:	None
Site Area:	4.54 +/- acres
Existing Use:	Vacant land

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 2 of 5

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	City	Medium Density	R-2	Undeveloped
	County	Regional Commercial	C-1	Undeveloped
East	County	Regional Commercial	C-1	Undeveloped
West	County	Regional Commercial	C-1	Store/Residence/ Undeveloped

ANALYSIS:

The Applicant has applied for a small-scale future land use map amendment for three (3) vacant and undeveloped properties. The Applicant proposes to amend the future land use map to change the parcels from Lake County Regional Commercial to City Commercial. Included in the application submittal is an executive summary provided by the applicant regarding the proposed comprehensive plan amendment.

The Applicant proposes a future development on the subject properties to include neighborhood commercial uses such as restaurant, coffee shop, medical, and retail. An onsite storm water retention pond is proposed on the southernmost portion of the subject properties.

The properties contain 4.54 acres, per the site data table below:

Alternate Key	Acres
1447127	0.86
1447160	2.24
2921757	1.44

Development Summary –

Maximum Intensity:

- **From:** County *Regional Commercial* Future Land Use Category
Commercial: Max. Sq. Ft (FAR 3.00 x 4.54 acres): 593,287 sf
Residential: 1 unit per 10,000 of commercial sf (4.54 acres / 10,000 sf) = 59 Multifamily Units
- **To:** City *Commercial* Future Land Use Category
Commercial: Maximum Sq. Ft (FAR 0.25 x 4.54 acres): 49,440 sf
Residential: 12 units per acre (4.54 acres x 12 du/ac): 54 Multifamily Units
- **Change** (difference from County *Regional Commercial* to City *Commercial*):
Commercial: Reduced 543,847 sf
Residential: Reduced 5 Multifamily Units

Building Height:

- **From:** County *Regional Commercial* Max. Building Height: 75-ft
- **To:** City *Commercial* Max. Building Height: 35-ft

Impervious Surface Ratio:

- **From:** County *Regional Commercial* Max. ISR: 75%
- **To:** City *Commercial* Max. ISR: 80%

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 3 of 5

Future Land Use Element Policy 4.g(6): Commercial: This category is limited to retail businesses. The City desires to maintain its traditional downtown setting, within the downtown and areas along Highland Street, 5th Avenue, Donnelly Street and Old U.S. 441. Residential uses are permitted in RP, C-1, C-2, and C-2A zoning districts in association with commercial uses at a maximum density of 12 units per acre. With the exception of the downtown commercial area, all other commercial uses are limited to nodes along intersections of arterial and non-residential collectors, and along U.S. Hwy 441/S.R. 19A or in planned commercial centers. Educational facilities shall not be allowed in this district. Impervious surface ratio is 0.80 and floor area ratio is 0.25 based on the C-1 zoning district.

Transportation Mobility Element Policy 4.h: The City shall require that a traffic analysis be submitted for proposed comprehensive plan amendments and rezonings that identifies potential impacts to the surrounding roadways and intersections as well as any necessary mitigation. Traffic impact analyses must be prepared by a qualified traffic engineer who shall coordinate their methodology with the City Engineer and FDOT, if there are impacts to State Facilities. A Traffic Impact Analysis (TIA) was provided with the application. A trip generation analysis indicates the proposed land use amendment will result in a reduction of 1,807 daily trips compared to the existing land use.

The change in zoning application is being processed simultaneously with the Annexation and Future Land Use applications. The proposed change in zoning is consistent with the surrounding properties.

The subject properties are located in the City's Utility Service Area (USA) and Lake County Joint Planning Area (JPA). The application was forwarded to the County for review. The County provided no comments.

**** NOTE **** As of printing of this report, the City of Mount Dora does not have wastewater treatment capacity at Wastewater Treatment Plant #2 (WWTP2) to serve new developments. The City is reviewing options to increase wastewater treatment capacity and other facility improvements.

PUBLIC IMPACTS AND CAPACITY ANALYSIS:

Housing: The proposed Future Land Use change from County Neighborhood Commercial (C-1) to City Neighborhood Commercial (C-1) would not affect the amount of land available for residential uses. There are no significant housing and population impacts with the proposed future land use map amendment, as the future land use classification remains commercial. Residential uses are not permitted within the Commercial future land use category.

Traffic: Based on the existing entitlements, the proposed land use category will not result in any additional average daily trips (ADT). The surrounding roadway network should have sufficient capacity to accommodate the proposed site improvements. Further review and evaluation would be required if seeking to develop the property with a more intense use.

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 4 of 5

- Wastewater:** Policy 1.d, Infrastructure Element of the Comprehensive Plan establishes level-of-service standards as: (1) Water level-of-service standard: 350 gallons per day (GPD) per equivalent residential unit (ERU); (2) Sewer level-of-service standard: 300 GPD per ERU; and (3) Solid waste level-of-service standard: 7.1 pounds per capita per day. Based on the density requirements, the most development which could be undertaken on the subject property would be to facilitate the annexation.
- Potable Water:** The minimum design for water distribution systems shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. The proposed change and will not negatively impact capacity.
- Reclaim Water:** Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c. (1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available at this location.
- Solid Waste:** City's standard is 7.1 pounds per capita per day (LOS disposal).
- Stormwater:** Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 96-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code (LDC) Chapter 6.2 drainage standards. Upon development of site improvements, the owner is required to provide a drainage plan per LDC.
- Habitat:** A preliminary Natural Resource Assessment provided by the Applicant indicates no imperiled species were observed on site during the field evaluation, and the subject properties do not contain potentially threatened species. Land cover onsite includes a mixture of hardwood coniferous trees and shrubs. Soil composition includes Myakka wet sand soil within the subject property boundary.
- The subject site development does not propose impact to any unique or ecologically significant area of vegetation or habitat. Should any protected species be identified on site, appropriate regulatory and state permits will be required prior to development.
- Environmental:** The survey provided did not show any wetland delineation and Lake County GIS shows no indication of wetland or flood zone on the property.

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – FLUM24-01

Page 5 of 5

Note: Data analysis support documents on-file with the project application.

NOTIFICATIONS:

JPA Notice to Lake County: August 26, 2024

Legal Notice PZC and Notice to City Council: August 9, 2024

Notice to Surrounding Owners: August 9, 2024

Non-Legal with Map Ad City Council 1st Reading: August 9, 2024

Ordinance Enactment Legal Ad: September 6, 2024

Non-Legal with Map Ad City Council Adoption: September 6, 2024

PUBLIC HEARING SCHEDULE:

DRC Review: July 31, 2024

PZC: August 21, 2024

City Council 1st Reading: September 3, 2024 (6:00 pm)

City Council 2nd Reading and Adoption: September 17, 2024 (6:00 pm)

ATTACHMENTS:

Vicinity Map

Aerial Map

Future Land Use Composite City-County Map

Zoning Composite City-County Map

National Flood Hazard Map

UES Natural Resources Assessment (dated May 16, 2024)

Project Narrative – FLUM Justification

Draft Comprehensive Plan Amendment Ordinance #2024-17

Application (Surveys, Tax Parcel Records, and Deed)

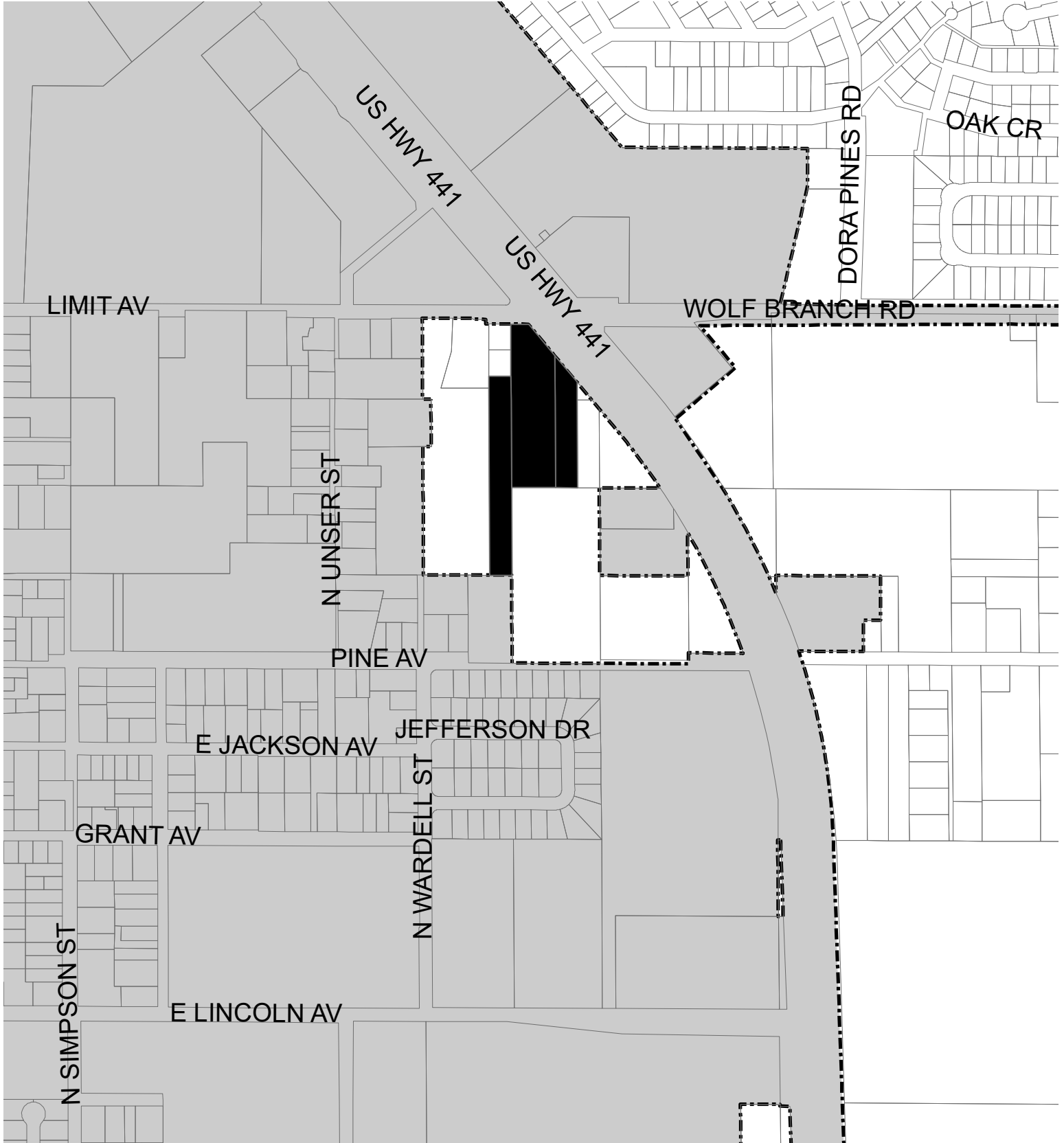


ATTACHMENT #2
Vicinity Map
Rolkelray LLC
4.54 +/- Acres



Legend

-  Subject Parcel
-  City Limits





ATTACHMENT #2

**Aerial Map
Rolkelray LLC
4.54 +/- Acres**

N



N.T.S.

Legend

-  Subject Parcel
-  City Limits



City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Rolkelray, LLC)

Existing FLU: County Commercial
Proposed FLU: City Commercial

Exhibit "A"
Ordinance No. 2024-17

- Owner Name**
LEGEND:
- Mixed Use Traditional (MU-1)
 - Mixed Use Downtown (MU-2)
 - Employment Center
 - Residential Professional/Office
 - Low Density Residential (2.5 DU/AC or Less)
 - Low/Medium Density Residential (4 DU/AC or Less)
 - Medium Density Residential (6 DU/AC or Less)
 - High Density Residential (18 DU/AC or Less)
 - Industrial
 - Commercial
 - Office
 - Recreation
 - Public Lands/Institutions
 - Conservation
 - Water Bodies/Lakes

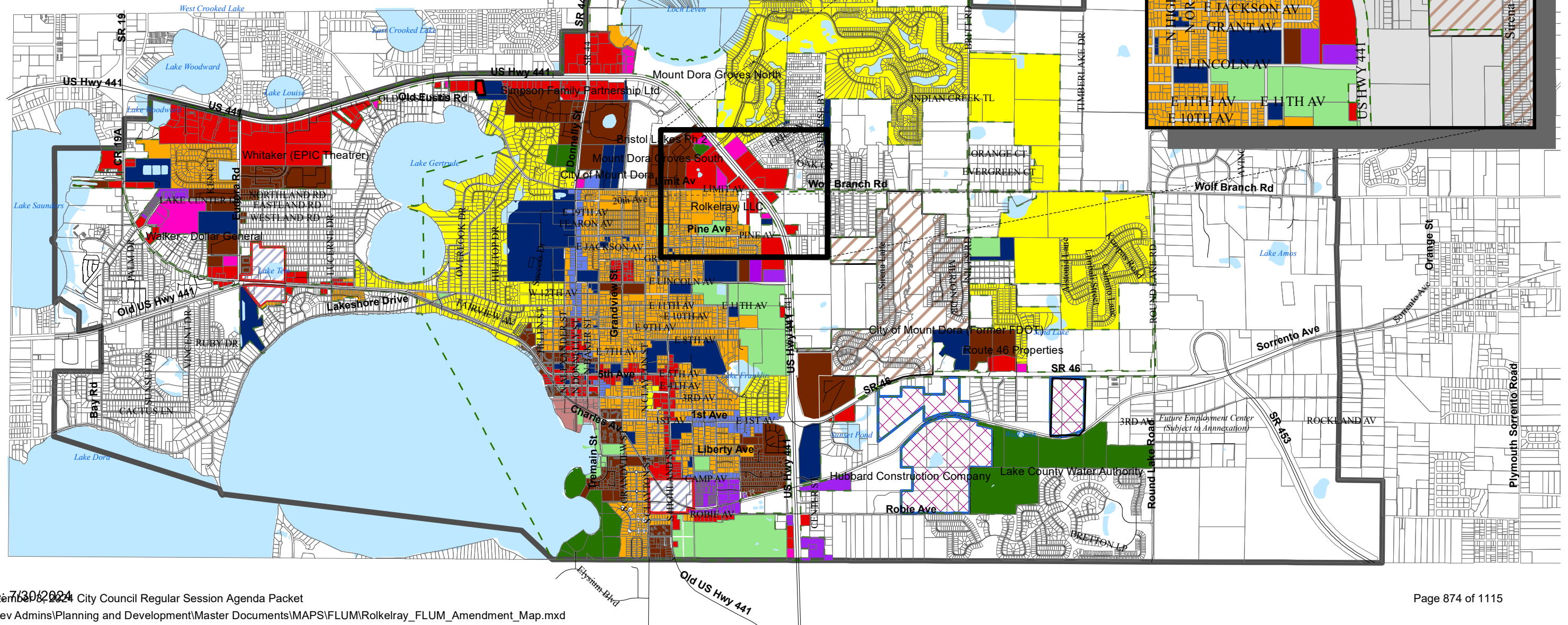
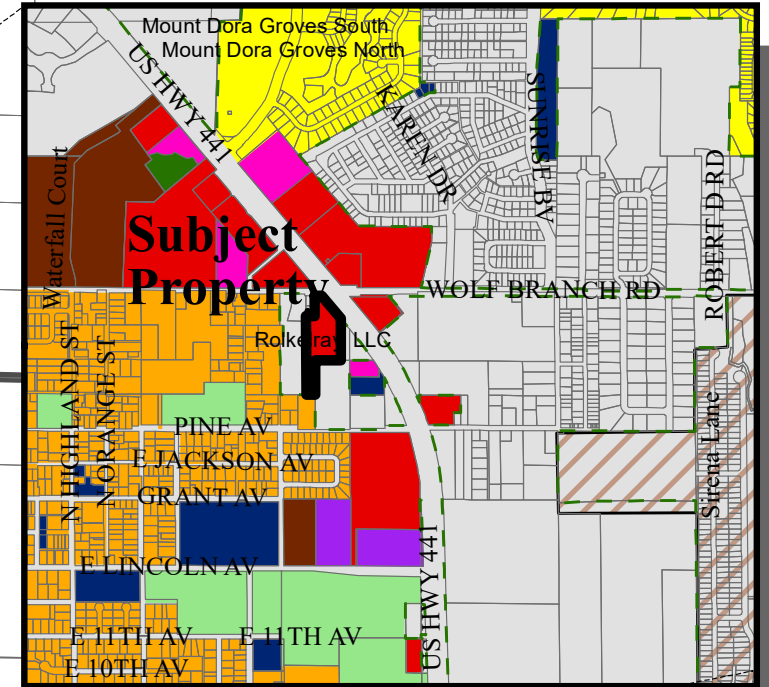
- Features**
- City Limits
 - JPA
 - Rail Road



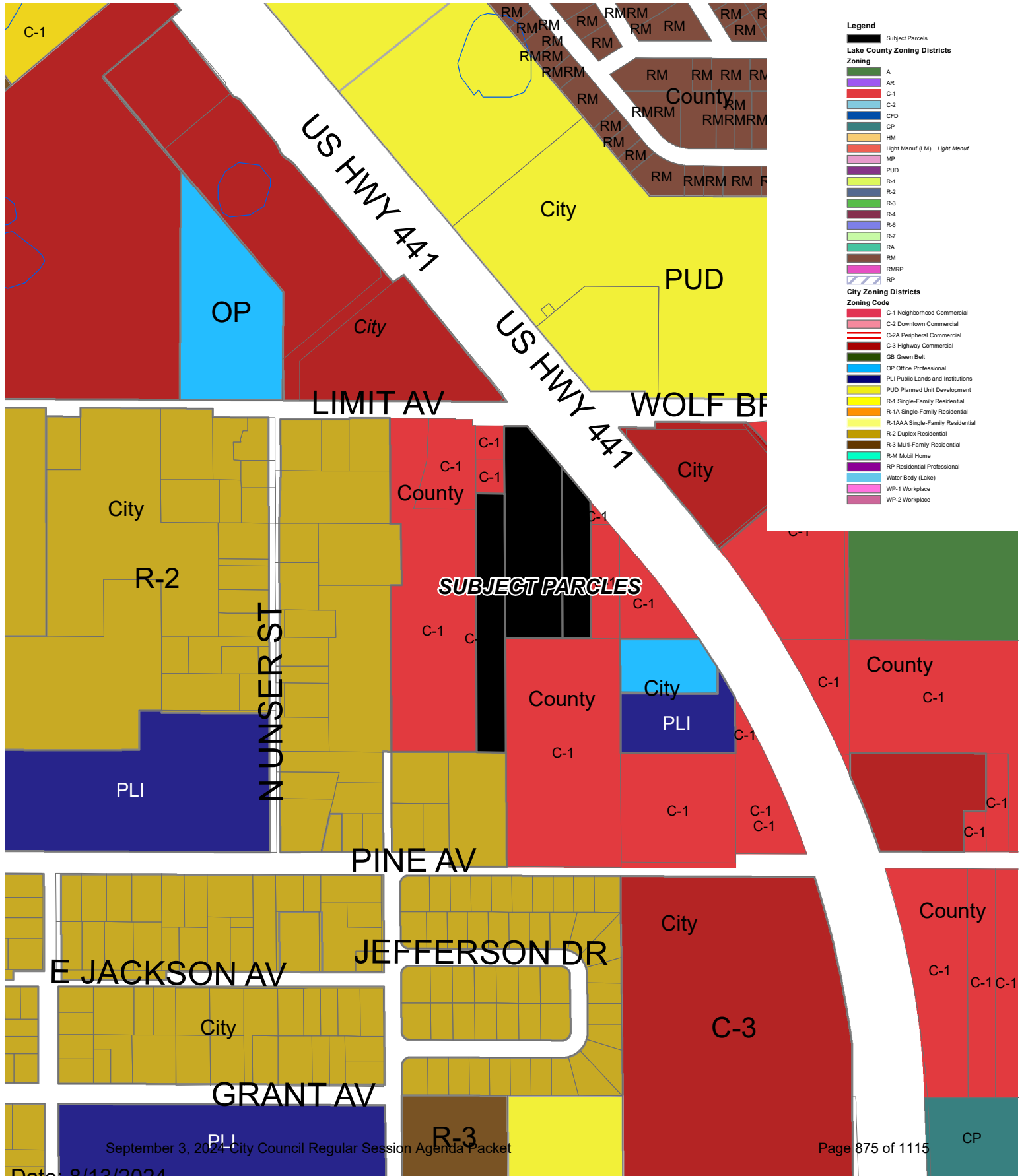
0 1,400 2,800 Feet

Map II-2a

Small-Scale FLUM Amendment



ATTACHMENT #2 Zoning Composite City-County Map Rolkelray LLC 4.54 +/- Acres

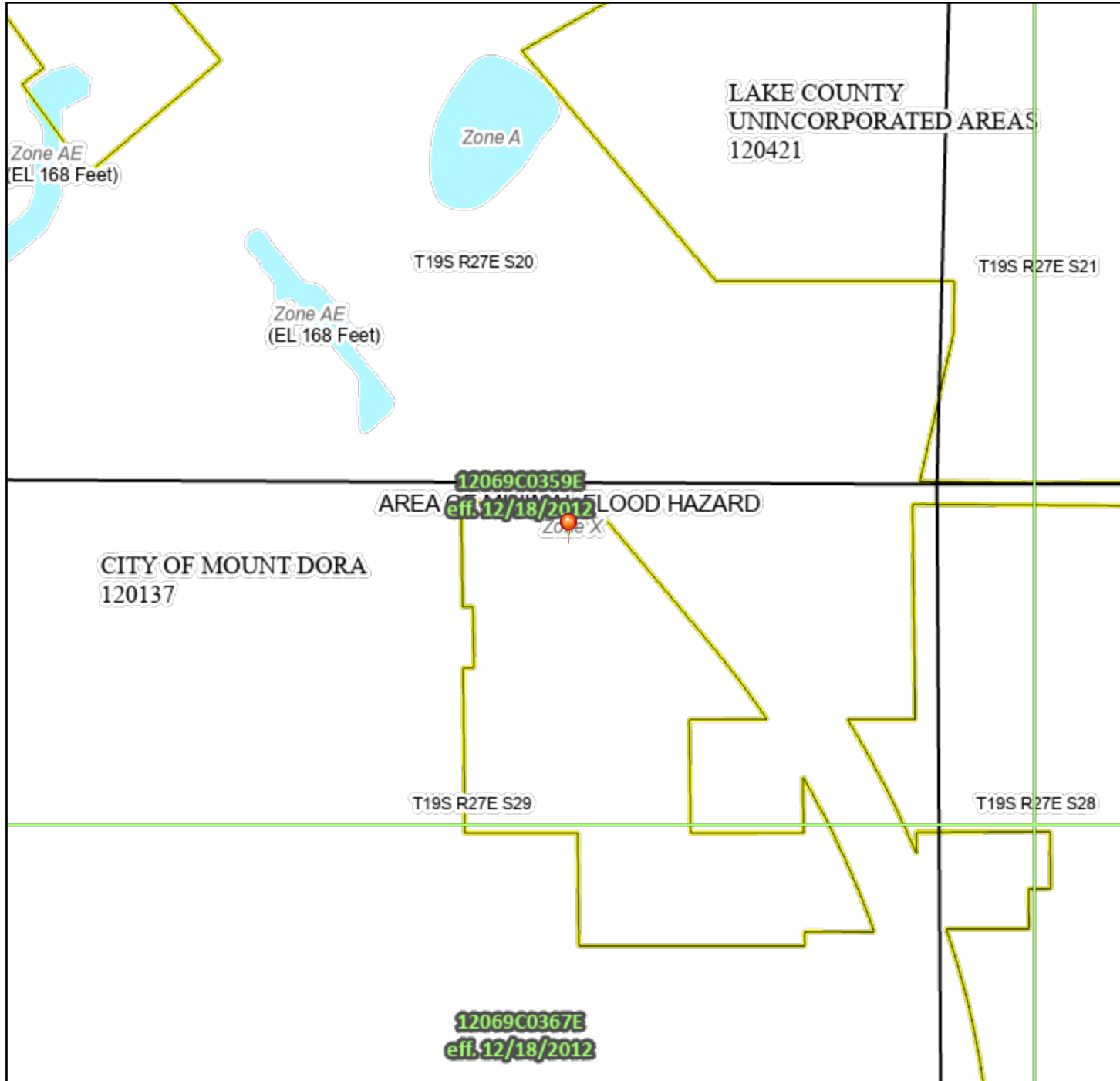


National Flood Hazard Layer FIRM for Mount Dora

MENT #2



81°38'4"W 28°49'9"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/9/2024 at 9:43 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PRELIMINARY NATURAL RESOURCE ASSESSMENT

Limit Avenue Project
Southwest Corner of Limit Avenue & S US Highway 441
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416

Report Date: 16 May 2024

Prepared for:

Ironcrest Capital
1710 Windsor Drive
Winter Park, Florida 32789

Prepared by:

Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, Florida 32811
www.universalengineering.com



ATTACHMENT #2

Preliminary Natural Resource Assessment
Limit Avenue Project
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416
16 May 2024

TABLE OF CONTENTS

1.0	EXECUTIVE SUMMARY	1
2.0	GENERAL SITE DESCRIPTION	2
3.0	WETLAND ASSESSMENT	3
3.1	METHODOLOGY	3
3.2	RESULTS.....	4
3.2.1	Desktop Evaluation	4
3.2.2	Field Evaluation	4
3.3	CONCLUSIONS AND DISCUSSIONS	4
3.3.1	U.S. Army Corps of Engineers (USACE)	4
3.3.2	Florida Department of Environmental Protection (FDEP)	4
3.3.3	St. John’s River Water Management District (SJRWMD)	5
4.0	THREATENED, ENDANGERED, AND IMPERILED SPECIES ASSESSMENT	5
4.1	METHODOLOGY	5
4.1.1	Desktop Evaluation	5
4.1.2	Field Evaluation	6
4.2	RESULTS.....	6
4.2.1	Desktop Evaluation	6
4.2.2	Field Evaluation	7
4.3	DISCUSSION AND RECOMMENDATIONS	8

ATTACHMENT #2

Preliminary Natural Resource Assessment
Limit Avenue Project
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416
16 May 2024

5.0 SUMMARY12

6.0 RECOMMENDATIONS/ACTION ITEMS13

7.0 LIMITATIONS14

ATTACHMENT #2

Preliminary Natural Resource Assessment
Limit Avenue Project
Mt Dora, Lake County, Florida

UES Project No. 0140.2400091.0002
UES Report No. 2089416
16 May 2024

APPENDICES

APPENDIX A – FIGURES

- Figure 1 – Location / USGS Topographic Map
- Figure 2 – Landscape Setting
- Figure 3 – Aerial Photograph
- Figure 4 – LIDAR Contours
- Figure 5 – NRCS-Mapped Soils
- Figure 6 – Land Use / Land Cover
- Figure 7 – National Wetlands Inventory (NWI) Wetlands Map
- Figure 8 – Gopher Tortoise Suitability
- Figure 9 – Florida Burrowing Owl Occurrences

APPENDIX B – SITE PHOTOGRAPHS

APPENDIX C – DEGREE OF EFFECT EVALUATION

Eastern Indigo Snake Programmatic Effect Determination Key

APPENDIX D – INFORMATION FOR PLANNING AND CONSULTATION (IPaC)

APPENDIX E – NATIONAL MARINE FISHERIES SERVICE

APPENDIX F – FLORIDA NATURAL AREAS INVENTORY

APPENDIX G – CUSTOM SOILS REPORT

APPENDIX H – NATIONWIDE STANDARD CONSERVATION MEASURES

APPENDIX I – STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

1.0 EXECUTIVE SUMMARY

On 14 May 2024, Universal Engineering Sciences (UES) completed a preliminary natural resource assessment of an approximately 5-acre property at the southwest corner of Limit Avenue and South US Highway 441 in Mt Dora, Lake County, Florida. The purpose of the natural resource assessment is to identify, to the extent possible, ecological conditions that could affect or constrain development on the subject property. This preliminary natural resource assessment was conducted in general accordance with UES Proposal 2079847, dated 28 March 2024.

Wetlands:

The subject property was assessed for the presence of wetlands and other surface waters in accordance with the unified wetland delineation methodology as defined in chapter 62-340, Florida Administrative Code. It is our professional opinion that there do not appear to be wetlands on the subject property.

Imperiled Species:

While there is the potential for thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.), fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940, and nine (9) state-protected wildlife species to potentially be affected by activities on the subject property, no imperiled species were observed on the subject property during our field evaluation. Although no imperiled species were observed on site during the field evaluation, the subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Please refer to **Appendix C** for the Preliminary Effect Determinations for federally listed animal and plant species that have the potential to be affected by activities on the subject property and Preliminary Impact Determinations for the state listed species that occur in Lake County.

Action Items:

Based on this preliminary assessment, UES recommends the following action items once a conceptual site development plan has been developed:

Imperiled Species:

- As soon as is practicable, inspect the chimney or chimneys of the existing house for chimney swifts and/or evidence of their use (i.e. droppings, carcasses, etc.). If chimney swifts are present or evidenced, consult with the United States Fish and Wildlife Service (USFWS) Migratory Bird Program office regarding possible impacts and guidelines/ recommendations including suitable measures for excluding swifts prior to demolition or alteration of the structure.

- ___ Implement the attached Standard Protection Measures for the Eastern Indigo Snake, dated 23 March 2021 (see **Appendix I**).
- ___ At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate North Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) via e-mail at jaxregs@fws.gov that the Standard Protection Measures for the Eastern Indigo Snake will be implemented as prescribed by the USFWS.
- ___ Approximately eighty (80) to ninety (90) days before the start of construction, including land clearing and equipment/materials stockpiling, conduct a 100% gopher tortoise burrow survey of suitable gopher tortoise habitat in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time. If gopher tortoise burrows are observed, permit and have a licensed gopher tortoise agent relocate the tortoises in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time, prior to initiating clearing/land alteration activities, including staging of equipment or stockpiling of materials.
- ___ Implement the attached United States Fish and Wildlife Service (USFWS) Nationwide Standard Conservation Measures (see **Appendix H**).
- ___ Restrict trimming and/or clearing of woody vegetation on the subject property to mid-August to mid-April (i.e., the non-nesting season for the painted bunting). If trimming and/or clearing of woody vegetation cannot be limited to the non-nesting season, conduct a nest survey immediately before clearing. If painted bunting nests are observed, contact the Migratory Bird Program within the Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) to determine specific buffer and work stop requirements.
- ___ Limit tree clearing and/or trimming activities to the non-breeding season for the red-headed woodpecker (i.e., mid-September to early-May). If tree clearing and/or trimming is proposed during breeding season, it is recommended that a cavity survey of the tree or trees to be cleared or trimmed be conducted prior to commencing such activities to determine if nesting red-headed woodpeckers or their eggs and/or flightless young are present in the subject tree or trees.
- ___ Within 48 hours prior to the planned/scheduled start of construction, including mobilization and site preparation, conduct a 100% burrowing owl burrow survey to ensure no active burrowing owl nests are present.

UES can provide proposals for these action items upon request.

2.0 GENERAL SITE DESCRIPTION

Universal Engineering Sciences (UES) ecological staff completed a preliminary natural resource assessment of an approximately 5-acre property at the southwest corner of Limit Avenue and South US Highway 441 in Mt Dora, Lake County, Florida. The property consists of Lake County tax parcels 29-19-

27-0001-000-01200, 29-19-27-0001-000-01300, 29-19-27-0001-000-01401, 29-19-27-0001-000-01402 and 29-19-27-0001-000-01403 and is located on the south side of Limit Avenue and the west side of South US Highway 441 in Lake County, Florida. It is centered at approximately 28.814033° North latitude, 81.628977° West longitude. Please refer to **Figures 1 and 2 in Appendix A.**

Topography: LIDAR (Light Detection and Ranging) data from the National Oceanic and Atmospheric Administration (NOAA) indicates that the subject property contains elevations ranging from 167 feet North American Vertical Datum of 1988 (NAVD88) to 170 feet NAVD88. Please refer to **Figure 4 in Appendix A.**

Soils: The Natural Resources Conservation Service (NRCS) maps one soil map unit on the subject property. Please refer to **Figure 5 in Appendix A** and the custom soil report in **Appendix G**. Following is a brief discussion of the NRCS-mapped soil map unit on the subject property:

28: Myakka-Myakka, wet, sands, 0 to 2 percent slopes – 100.0% of subject property

This map unit is composed of approximately 75% Myakka and similar soils, 15% Myakka, wet, and similar soils, and 10% minor components including Basinger, Eauggallie, and Placid, depressional soils. This map unit is classified as poorly drained with a depth to water table of about 6 to 18 inches. Myakka sands are typically found in flatwoods on marine terraces. This map unit has a hydric rating of 21. This map unit is “less suited” (0.05-0.5 rating) for gopher tortoises.

Adjacent Land Uses: The subject property is generally located within an increasingly developed setting, however, there are scattered forested areas where residences and businesses are not located. The subject property is bound on the north by Limit Avenue, a two-lane paved road with open drainage. The subject property is partially bound on the east by South US Highway 441, a four-lane paved road with open drainage. The remainder of the eastern limit is a continuation of forested area, as is the southern limit. The western limit is also a continuation of forested area, excluding a portion of commercial and residential property. Please refer to **Figure 2 in Appendix A.**

3.0 WETLAND ASSESSMENT

3.1 Methodology

Wetlands and other surface waters on the subject property are delineated in general accordance with the unified statewide wetland delineation methodology mandated in section 373.421, Florida Statutes, and as defined by chapter 62-340, Florida Administrative Code (F.A.C.), which is binding on the Florida Department of Environmental Protection (FDEP) for both state waters and 404 waters, the water management districts, local governments, and any other governmental entities. Specifically, the wetlands first will be identified by direct application of the definition of wetlands in subsection 62-340.200(19), Florida Administrative Code (F.A.C.) in accordance with subsection 62-340.300(1), Florida Administrative Code (F.A.C.). The identification and delineation of the direct application wetland then will be confirmed using the methodology specified in subsection 62-340.300(2), Florida Administrative Code (F.A.C.). The current soils, current dominant vegetation, and existing hydrologic indicators will be assessed.

On 14 May 2024, UES completed a wetland determination and delineation of the subject property. The wetland determination/delineation included a database/map review to determine the potential for wetlands, other surface waters, and other water features to be present on the subject property, and a field evaluation to observe current conditions of the subject property to determine if wetlands and/or other surface waters appear to be present in the subject property.

3.2 Results

3.2.1 Desktop Evaluation

According to the U.S. Fish and Wildlife Service's National Wetlands Inventory (NWI), there are no wetlands within the limits of the subject property (see **Figure 7** in **Appendix A**). The Natural Resources Conservation Service (NRCS)-mapped soils maps the entire subject property with soils having a hydric rating of 21. The database/map review of the Florida Department of Environmental Protection's Map Direct online permit search and St. John's River Water Management District's online permit search found that there are no existing Environmental Resource Permits on the subject property.

3.2.2 Field Evaluation

Indicators of hydrology, as defined by 62-340.500, Florida Administrative Code (F.A.C.), were not present. The subject property did not contain hydric soils or riverwash, as identified using standard U.S.D.A.-S.C.S. practices for Florida. Wetland vegetation listed in the Vegetative Index of section 62-340.450, Florida Administrative Code (F.A.C.) as an obligate (OBL) species was not present. Wetland vegetation listed in the Vegetative Index of section 62-340.450, Florida Administrative Code (F.A.C.) as either an obligate (OBL) or facultative wetland (FACW) species was not greater than 80% of all plants in the stratum, excluding facultative plants. It is our professional opinion that wetlands, as defined by chapter 62-340, Florida Administrative Code (F.A.C.), are not present on the subject property.

3.3 Conclusions and Discussions

It is our professional opinion that there do not appear to be wetlands on the subject property. Final determinations on wetlands and wetland permits will be up to the regulating agencies.

3.3.1 U.S. Army Corps of Engineers (USACE)

The subject property is not in or adjacent to U.S. Army Corps of Engineers (USACE) retained waters. Since no impacts are to take place in retained waters, it is anticipated that the Clean Water Act or the Rivers and Harbors Act of 1899 permits will not be required for activities on this property.

3.3.2 Florida Department of Environmental Protection (FDEP)

The Florida Department of Environmental Protection (FDEP) assumed most Section 404 (Clean Water Act) permitting from the U.S. Army Corps of Engineers (USACE) on 22 December 2020. By rule, the FDEP assumes all wetlands delineated using the State Unified Methodology are Waters of the United States unless an applicant demonstrates otherwise. It is anticipated that a State-assumed 404 permit will not be

required for activities on this property since the property is not connected to or within 300 feet of federal waters.

3.3.3 St. John's River Water Management District (SJRWMD)

An Environmental Resource Permit will not be required from the St. John's River Water Management District.

4.0 THREATENED, ENDANGERED, AND IMPERILED SPECIES ASSESSMENT

4.1 Methodology

UES performed a general assessment of the subject property for federally protected plant and wildlife species, habitats, state-protected wildlife species, and/or their habitat. The general assessment is a two-tier process encompassing both a desktop evaluation of available information to determine what species have the potential to be present, and a field evaluation to assess the probability that the project site is providing suitable habitat for imperiled species. The results of the general assessment may be used to determine if more detailed or specific species surveys (i.e., formal surveys) are justified, and whether coordination or consultation with the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or U.S. Fish and Wildlife Service (USFWS) is warranted.

4.1.1 Desktop Evaluation

In an effort to identify if threatened, endangered, or imperiled species have been documented or are likely to occur in the area of interest, UES reviewed published records for wildlife and plant species listed by the United States Fish and Wildlife Service (USFWS) and wildlife species listed by the Florida Fish and Wildlife Conservation Commission (FFWCC) including the following resources:

- The USFWS Information Planning and Consultation (IPaC) website, which is a project planning tool that streamlines the USFWS environmental review process;
- The USFWS consultation area and critical habitat maps;
- The National Marine Fisheries Service (NMFS) online Section 7 consultation tool, which is a project planning tool that streamlines the NMFS environmental review process;
- A proprietary spatial database compiled from FFWCC and/or Florida Natural Areas Inventory (FNAI) protected species range maps;
- The FFWCC Fish and Wildlife Research Institute (FWRI), Wildlife Observations GIS databases;
- USFWS wood stork colonies and core foraging areas maps;
- The Florida Cooperative Land Cover (CLC) Map, which is an ecologically-based statewide land cover map developed collaboratively by the Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Natural Areas Inventory (FNAI);
- Available USFWS Eastern Indigo Snake Occurrence 2023 spatial dataset;
- The FFWCC and Florida Audubon EagleWatch bald eagle nest databases; and

- The Natural Resources Conservation Service's Web Soil Survey.

4.1.2 Field Evaluation

UES performed the general assessment for imperiled wildlife species and habitats in general accordance with the Florida Fish and Wildlife Conservation Commission (FWCC) guidelines for a preliminary general assessment of listed endangered, threatened, and or species of special concern wildlife, which covered at least 15% of each natural habitat on the site and includes periods of quiet observation. Observed wildlife and indicators of usage by imperiled species were noted, as applicable.

4.2 Results

4.2.1 Desktop Evaluation

Mapped Land Cover: The Cooperative Land Cover (CLC), version 3.7, maps the land use/ land cover on the subject property as approximately seventy-four percent (74%) Mixed Hardwood-Coniferous (FLCS 1400), sixteen percent (16%) Commercial and Services (FLCS 18223) and ten percent (10%) Shrub and Brushland (FLCS 1500).

Federal-Listed Species: Based on the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC), thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.) and fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940 potentially may be affected by activities on the subject property. IPaC indicates that there are no critical habitats at this location. Please refer to **Appendix D** for the complete IPaC Resource List.

Based on the National Oceanic and Atmospheric Administration Fisheries Southeast Region's online Endangered Species Act (ESA) Section 7 Mapper, there are no marine species listed as protected or candidate species in the Endangered Species Act of 1973. Please refer to **Appendix E** for a printout of the NOAA ESA Mapper results.

The subject property is located within United States Fish and Wildlife Service's Consultation Areas for the Everglade snail kite, the Florida burrowing owl, the Florida scrub-jay, the sand skink, and Lake Wales Ridge plants.

State-Listed Wildlife Species: The subject property is located within the range of the following nine (9) wildlife species listed by the Florida Fish and Wildlife Conservation Commission as Threatened: bluenose shiner (*Pteronotropis welaka*), Florida burrowing owl (*Athene cunicularia floridana*), Florida pine snake (*Pituophis melanoleucus mugitus*), Florida sandhill crane (*Grus canadensis pratensis*), gopher tortoise (*Gopherus polyphemus*), little blue heron (*Egretta caerulea*), short-tailed snake (*Stilosoma extenuatum*), southeastern American kestrel (*Falco sparverius paulus*) and tricolored heron (*Egretta tricolor*).

4.2.2 Field Evaluation

On 14 May 2024, UES ecological consultant, Kelsey Helseth, conducted a field evaluation of the subject property to identify imperiled species that may utilize or reside on the subject property and to evaluate the suitability of onsite habitats for listed species. Weather conditions during this field assessment were overcast with temperatures ranging from the low to mid-80s degrees Fahrenheit.

A series of 20-foot-wide belt transects were walked. In total, approximately 40% of the subject property was surveyed in this manner.

The northern portion of the subject property that contains residential and commercial areas with paved areas, generally lacks a canopy and is dominated by bahia grass (*Paspalum notatum*) mixed with other various grasses that appear to be regularly mowed. The northern edge of the forested area is dominated by goldenrain trees (*Koelreuteria bipinnata*) at the canopy, understory, and ground cover levels. Moving further into the forested area there is a dominance of oak trees (*Quercus sp.*) with an occasional goldenrain tree (*Koelreuteria bipinnata*), pine (*Pinus sp.*) or cabbage palm (*Sabal palmetto*). Where oak leaves and pine needles are not dense, the understory contains scattered Carolina cherry laurel (*Prunus caroliniana*), and coral ardisia (*Ardisia crenata*), with occasional clumps of saw palmetto (*Serenoa repens*) and an occasional Brazilian pepper (*Schinus terebinthifolia*). Grapevine (*Vitis rotundifolia*), air potato vine (*Dioscorea bulbifera*), and Virginia creeper (*Parthenocissus quinquefolia*) are present climbing the canopy in several areas. Sword fern (*Nephrolepis sp.*) is present in several areas. The southwest stretch of the subject property contains a sparse canopy of oak trees (*Quercus sp.*) and pine trees (*Pinus sp.*) with abundant saw palmetto (*Serenoa repens*) and occasional fetterbush (*Lyonia lucida*). Reindeer moss (*Cladonia sp.*) is present where dense vegetation is not present.

Existing Land Cover: The subject property currently contains three land uses/covers. The land covers and/or uses described in this report are based on the Florida Fish and Wildlife Conservation Commission's Florida Land Cover Classification System (FLCS), September 2018. Please refer to **Figure 6 in Appendix A**. The general land use/cover descriptions are as follows:

- **Mixed Hardwood-Coniferous (FLCS 1400) – 74% of subject property**
Mix of hardwood and coniferous trees where neither is dominant.
- **Commercial and Services (FLCS 18223) – 16% of subject property**
Commercial areas are predominantly associated with the distribution of products and services. This category is composed of a large number of individual types of commercial land uses which often occur in complex mixtures.
- **Shrub and Brushland (FLCS 1500) – 10% of subject property**
This association includes a variety of situations where natural upland community types have been recently disturbed through clear-cutting commercial pinelands, land clearing, or fire, and are recovering through natural successional processes. This type could be characterized as an early condition of old-field succession, and various shrubs, tree saplings, and lesser amounts of grasses

and herbs dominate the community. Common species include wax myrtle, saltbush, sumac, elderberry, saw palmetto, blackberry, gallberry, fetterbush, staggerbush, broomsedge, dog fennel, together with oak, pine and other tree seedlings or saplings.

Imperiled Species Observations: Imperiled species or direct evidence of were not observed on the subject property.

Suitable Imperiled Species Habitat: The subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Other Wildlife Observations: Observations of wildlife included various bird species, such as, tufted titmouse (*Baeolophus bicolor*), blue-gray gnatcatcher (*Polioptila caerulea*), Carolina wren (*Thryothorus ludovicianus*), northern cardinal (*Cardinalis cardinalis*), and a red-shouldered hawk (*Buteo lineatus*). Several butterflies were observed on site, including common buckeyes (*Junonia coenia*) and a zebra longwing (*Heliconius charithonia*). Several brown anoles (*Anolis sagrei*) and a toad (*Anaxyrus sp.*) were also observed on site.

4.3 Discussion and Recommendations

In general terms, it is illegal to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect federal or state protected species or their nests or eggs. Incidental take is an unintentional, but not unexpected, taking of a protected species or their nests or eggs. The term “harm” in the definition of take means an act which actually kills or injures fish or wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. The term “harass” in the definition of take means an intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering.

As discussed above, while the U.S. Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC) website indicates that there is the potential for thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.) and fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940, and the Florida Fish and Wildlife Conservation Commission (FFWCC) indicates that there is the potential for nine (9) state-protected wildlife species to be affected by activities on the subject property, imperiled species were not observed on the subject property during our field evaluation. Although no imperiled species were observed on site during the field evaluation, the subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Please refer to **Appendix C** for the Preliminary Effect Determinations for federally listed animal and plant species that have the potential to be affected by activities on the subject property and Preliminary Impact Determinations for the state listed species that occur in Lake County.

Following are brief discussions for those species that appear to or may require additional actions for a final determination of effect or impact.

Eastern Indigo Snake: The eastern indigo snake is federally listed as Threatened. Even though not commonly seen, eastern indigo snakes may be found throughout peninsular Florida in all terrestrial habitats and hydric hammocks which have not suffered high-density urban development. The indigo snake relies on the presence of thermal refugia to protect itself from extreme temperatures. While gopher tortoise burrows are the most common refugia used by the indigo snake, they also use mammal burrows, hollow trees and fallen logs, and other cavities, as available. A 22 November 2019 guidance email from Larry Williams, State Supervisor for Ecological Services for the U.S. Fish and Wildlife Service states that there is a presumption of presence of eastern indigo snakes within 1.7 miles of a documented occurrence north of the frostline. The March 2023 U.S. Fish and Wildlife Service EIS_Sightings_FL_1936_202303 spatial dataset, the latest available from the Service, indicates that there are no documented occurrences of an eastern indigo snake within the 1.7-mile home range buffer. Therefore, there is not a presumption of eastern indigo snake presence on the subject property.

Based on the consultation key for the eastern indigo snake for the counties served by the North Florida office of the U.S. Fish and Wildlife Service Florida Ecological Service Field Office, dated 13 August 2013, if there are no gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activities, and the Standard Protection Measures For The Eastern Indigo Snake (see **Appendix H**) are implemented, the activities are “Not Likely to Adversely Affect” the eastern indigo snake.

Recommendations: Implement the Standard Protection Measures for the Eastern Indigo Snake, dated 23 March 2021.

Gopher Tortoise: The gopher tortoise, listed as threatened by the Florida Fish and Wildlife Conservation Commission (FWC), is a burrowing tortoise that occurs throughout Florida. It prefers deep, well-drained sandy soils with sparse tree canopy and abundant low growing vegetation. The Natural Resources Conservation Service (NRCS) rates the suitability of soils for gopher tortoise burrow excavation, maintenance, and preservation based on soil texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high-water table.

While this species was not observed on the subject property, the subject property does contain suitable soils for gopher tortoise burrows. The NRCS mapped 100.0% of the soils on the subject property as “less suited” for gopher tortoise burrows. Please refer to **Figure 8 in Appendix A** and the Custom Soils Report in **Appendix G**. The Florida Fish and Wildlife Conservation Commission’s current guideline for the gopher

tortoise, recommends a 100% gopher tortoise burrow survey of all suitable gopher tortoise habitat no more than 90 days before the start of construction, including equipment staging and land clearing. The tortoises of any burrows within 25 feet of proposed land alterations that do not have unrestricted access to remaining suitable forage area beyond the 25-foot buffer must be relocated.

Recommendations: It is recommended that a 100% gopher tortoise burrow survey be conducted in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time. It is recommended that the survey be conducted approximately 80-90 days prior to initiating any clearing/land alteration activities, including staging of equipment or stockpiling of materials. It also is recommended that if burrows are found during the pre-construction burrow survey that the tortoises from the burrows located within 25 feet of the proposed site development activities be relocated to an appropriate offsite recipient site prior to the start of construction.

Florida Burrowing Owl: The Florida burrowing owl is a small, ground-dwelling bird with long legs that lives in open, treeless areas. The burrowing owl has brown dorsal feathers with patches of white spots, and a white underside with brown bar-shaped spots, which help it to blend into its surroundings. It also has noticeable large yellow eyes and a white chin. It occurs throughout the state and inhabits sparsely vegetated, sandy areas including prairies, sandhills, pastures, agricultural fields and vacant lots. Nesting occurs in burrows in the ground that they either dig or burrow from another species. These burrows are maintained and used in subsequent years.

In accordance with the current Species Conservation Measures and Permitting Guidelines for the Florida Burrowing Owl from the Florida Fish and Wildlife Conservation Commission (FWCC) projects may avoid incidental take of burrowing owls by:

- Avoiding acts that can kill or injure burrowing owls or eggs, and
- Maintaining at least a 10-foot buffer during the non-breeding season (July 11-February 14) and at least a 33-foot buffer during the breeding season (February 15-July 10) around the entrance of Potentially Occupied burrows (Please note: for projects started during the non-breeding season that unexpectedly extend into the breeding season, contact the FWC regarding permitting options), and
- Ensuring that the project does not cause significant habitat modification through the loss of greater than 50% of the total foraging habitat within a 1,970-foot radius circle around a Potentially Occupied burrow. Activities that may cause significant habitat modification include, but are not limited to, clearing, grading, paving, bulldozing, digging, building construction, and site preparation for development.

Pre-activity (pre-clearing or pre-construction) surveys are recommended in the active part of the project site (e.g., the area scheduled for clearing/grading) within 48 hours of project activities to identify burrows that may have been established after project planning surveys and to ensure no active nests (burrows with eggs or flightless young) are present. Pre-activity surveys are not necessary if project planning surveys did not detect burrows.

While this species was not observed on the subject property, it does appear there are 3 (three) documented occurrences within 5 kilometers of the subject property (5 kilometers being the maximum documented dispersal range of young owls establishing new territories), and there are suitable soils for burrowing owls on the subject property. Please refer to **Figure 9** in **Appendix A** and the Custom Soils Report in **Appendix G**. The soil requirements for burrowing owls are similar to that of gopher tortoises, in that the soil characteristics such as texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high-water table are indicators of the suitability of the soils for burrow excavation, maintenance, and preservation. As with the gopher tortoise, approximately 100.0% of the NRCS-mapped soils on the subject property appear to be “less suited” for burrowing owls, however, the only portion of the subject property with suitable treeless habitat is the open field in the northwesternmost corner of the property.

Recommendations: Because the soils are suitable for burrowing owls, UES recommends that a 100% burrowing owl burrow survey be conducted of the open field within 48 hours prior to the planned/scheduled start of construction, including mobilization and site preparation in accordance with the survey methodology specified in the current Species Conservation Measures and Permitting Guidelines for the Florida Burrowing Owl. If owl burrows are observed, an Incidental Take Permit from the Florida Fish and Wildlife Conservation Commission (FFWCC) to excavate and to collapse the burrows. Please note that burrows may not be collapsed while eggs or flightless young are present.

Chimney Swift: The chimney swift is protected by the Migratory Bird Treaty Act of 1918 (MBTA). The existing house on the subject property includes a chimney which could provide suitable habitat for the chimney swift.

Recommendations: It is recommended that prior to the demolition of this structure that the chimney be inspected for chimney swifts. If swifts are present, consult with the United States Fish and Wildlife Service (USFWS) to determine if excluding devices (i.e., capping chimney, hardware cloth, etc.) may be used to preclude swifts from using the chimney. If swifts are present during the breeding season, which typically runs from mid-March through the end of August, demolition must be halted until all eggs have hatched and young have fledged.

Red-Headed Woodpecker: The red-headed woodpecker, also protected under the Migratory Bird Treaty Act of 1918, is a mid-sized woodpecker with a black back and tail, a white belly and rump, and a red head and neck. The primary habitats used by red-headed woodpeckers include oak (*Quercus* spp.) savannas and mature open bottomland forests, upland forests, woodlots, shelterbelts along agricultural fields, residential areas, golf courses, and other habitats containing mature open hardwoods with snags or trees with dead limbs, showing a preference for mature open canopy forests with large trees, a high basal area, and little understory. Red-headed woodpeckers typically nest from approximately mid-May to mid-September. The subject property currently provides suitable habitat for the red-headed woodpecker.

Recommendations: It is recommended that tree clearing and/or trimming be limited to the non-breeding period from mid-September to early-May. If tree clearing and/or trimming is proposed during breeding

season, it is recommended that a cavity survey of the tree or trees to be cleared or trimmed be conducted prior to commencing such activities to determine if nesting red-headed woodpeckers or their eggs and/or flightless young are present in the subject tree or trees.

Painted Bunting: The painted bunting, also protected under the Migratory Bird Treaty Act of 1918, is a brightly plumaged bird of the cardinal family. It inhabits partly open area with scattered brush and trees, riparian thickets and brush, weedy and shrubby areas, woodland edges, and yards and gardens in the southern U.S. They nest in bushes or vine tangles, usually three to six feet off the ground, although occasionally at greater heights in trees thick with Spanish moss (*Tillandsia usneoides*). They typically nest from approximately 25 April to 15 August. The subject property currently provides suitable habitat for the red-headed woodpecker.

Recommendations: It is recommended that vegetation removal including trimming and clearing be restricted to the non-breeding season for painted buntings (mid-August to late-April). If vegetation trimming/clearing cannot be limited to the non-breeding season, it is recommended that nest surveys be conducted immediately prior to initiating trimming/clearing activities to verify if migratory bird nests are present in the vegetation to be trimmed/cleared. Note that if the nest survey indicates migratory bird nests are present, trimming/clearing must be delayed until the eggs have hatched and the flightless young have left the nest.

5.0 SUMMARY

Wetlands Assessment:

It is our professional opinion that there do not appear to be wetlands on the subject property. Final determinations on wetlands and wetland permits will be up to the regulating agencies.

Imperiled Species Assessment:

While there is the potential for thirteen (13) species listed as protected or candidate species in the Endangered Species Act of 1973 (16 U.S.C. ch. 35 § 1531 et seq.), fourteen (14) birds protected by the Migratory Bird Treaty Act of 1918 and/or Bald and Golden Eagle Protection Act of 1940, and nine (9) state-protected wildlife species, to potentially be affected by activities on the subject property, no imperiled species were observed on the subject property during our field evaluation. Although no imperiled species were observed on site during the field evaluation, the subject property does contain potentially suitable habitat for chimney swifts, eastern indigo snakes, Florida burrowing owls, gopher tortoises, painted buntings, and red-headed woodpeckers.

Please refer to **Appendix C** for the Preliminary Effect Determinations for federally listed animal and plant species that have the potential to be affected by activities on the subject property and Preliminary Impact Determinations for the state listed species that occur in Lake County. Note that Appendix C can be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and

Wildlife Service (USFWS) if you would like their concurrence of our preliminary determinations. UES can provide a proposal to submit the concurrence requests upon request.

6.0 RECOMMENDATIONS/ACTION ITEMS

Based on this preliminary assessment, UES recommends the following action items once a conceptual site development plan is developed:

Imperiled Species:

- ___ As soon as is practicable, inspect the chimney or chimneys of the existing house for chimney swifts and/or evidence of their use (i.e. droppings, carcasses, etc.). If chimney swifts are present or evidenced, consult with the United States Fish and Wildlife Service (USFWS) Migratory Bird Program office regarding possible impacts and guidelines/ recommendations including suitable measures for excluding swifts prior to demolition or alteration of the structure.
- ___ Implement the attached Standard Protection Measures for the Eastern Indigo Snake, dated 23 March 2021 (see **Appendix I**).
- ___ At least 30 days prior to any clearing/land alteration activities, the applicant shall notify the appropriate North Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) via e-mail at jaxregs@fws.gov that the Standard Protection Measures for the Eastern Indigo Snake will be implemented as prescribed by the USFWS.
- ___ Approximately eighty (80) to ninety (90) days before the start of construction, including land clearing and equipment/materials stockpiling, conduct a 100% gopher tortoise burrow survey of suitable gopher tortoise habitat in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time. If gopher tortoise burrows are observed, permit and have a licensed gopher tortoise agent relocate the tortoises in accordance with the Florida Fish and Wildlife Conservation Commission guidelines in effect at the time, prior to initiating clearing/land alteration activities, including staging of equipment or stockpiling of materials.
- ___ Implement the attached United States Fish and Wildlife Service (USFWS) Nationwide Standard Conservation Measures (see **Appendix H**).
- ___ Restrict trimming and/or clearing of woody vegetation on the subject property to mid-August to mid-April (i.e., the non-nesting season for the painted bunting). If trimming and/or clearing of woody vegetation cannot be limited to the non-nesting season, conduct a nest survey immediately before clearing. If painted bunting nests are observed, contact the Migratory Bird Program within the Florida Ecological Services Office of the United States Fish and Wildlife Service (USFWS) to determine specific buffer and work stop requirements.

- ___ Limit tree clearing and/or trimming activities to the non-breeding season for the red-headed woodpecker (i.e., mid-September to early-May). If tree clearing and/or trimming is proposed during breeding season, it is recommended that a cavity survey of the tree or trees to be cleared or trimmed be conducted prior to commencing such activities to determine if nesting red-headed woodpeckers or their eggs and/or flightless young are present in the subject tree or trees.
- ___ Within 48 hours prior to the planned/scheduled start of construction, including mobilization and site preparation, conduct a 100% burrowing owl burrow survey to ensure no active burrowing owl nests are present.

UES can provide proposals for these action items upon request.

7.0 LIMITATIONS

The preliminary effect/impact determinations stated in this report are UES's professional opinions of the degrees of effect that activities on the subject property are likely to have on federally protected plant and wildlife species, state-protected wildlife species, and their habitat, based on our interpretation of the rules and our understanding of the ecology of the species listed. Final determinations of degree of effect/impact can only be made by the relevant wildlife and/or regulatory agencies or departments. **Appendix C** can be submitted to the Florida Fish and Wildlife Conservation Commission (FFWCC) and/or the U.S. Fish and Wildlife Service (USFWS) if you would like their concurrence of UES's preliminary determinations. UES can provide a proposal to submit the concurrence requests upon request.

This preliminary assessment is based on the property boundaries as defined by the Lake County Property Appraiser's GIS (geographical information system) parcel shapefile. Reasonable care was used in the field to correlate the Property Appraiser's GIS (geographical information system) parcel boundaries to fences, roads, and other physical indicators of boundary. Universal Engineering Sciences accepts no responsibility for the accuracy of the Property Appraiser's boundary of the property.

This preliminary assessment represents the results of our review on the date indicated. Universal Engineering Sciences accepts no responsibility for recruitment/movement of imperiled species to/within the site after the dates of this assessment. Universal Engineering Sciences accepts no responsibility for species or indicators thereof not within the surveyed area. The U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC), and/or other applicable state and/or local government agencies may request additional assessments and/or species-specific surveys at any time.

Universal Engineering Sciences is pleased to provide this preliminary natural resource assessment report for the subject property. If there are any comments and/or questions regarding this report, please contact the undersigned.

Respectfully,

UNIVERSAL ENGINEERING SCIENCES



Kelsey Helseth, MS
Ecological Consultant
khelseth@teamues.com

APPENDIX A

Figures



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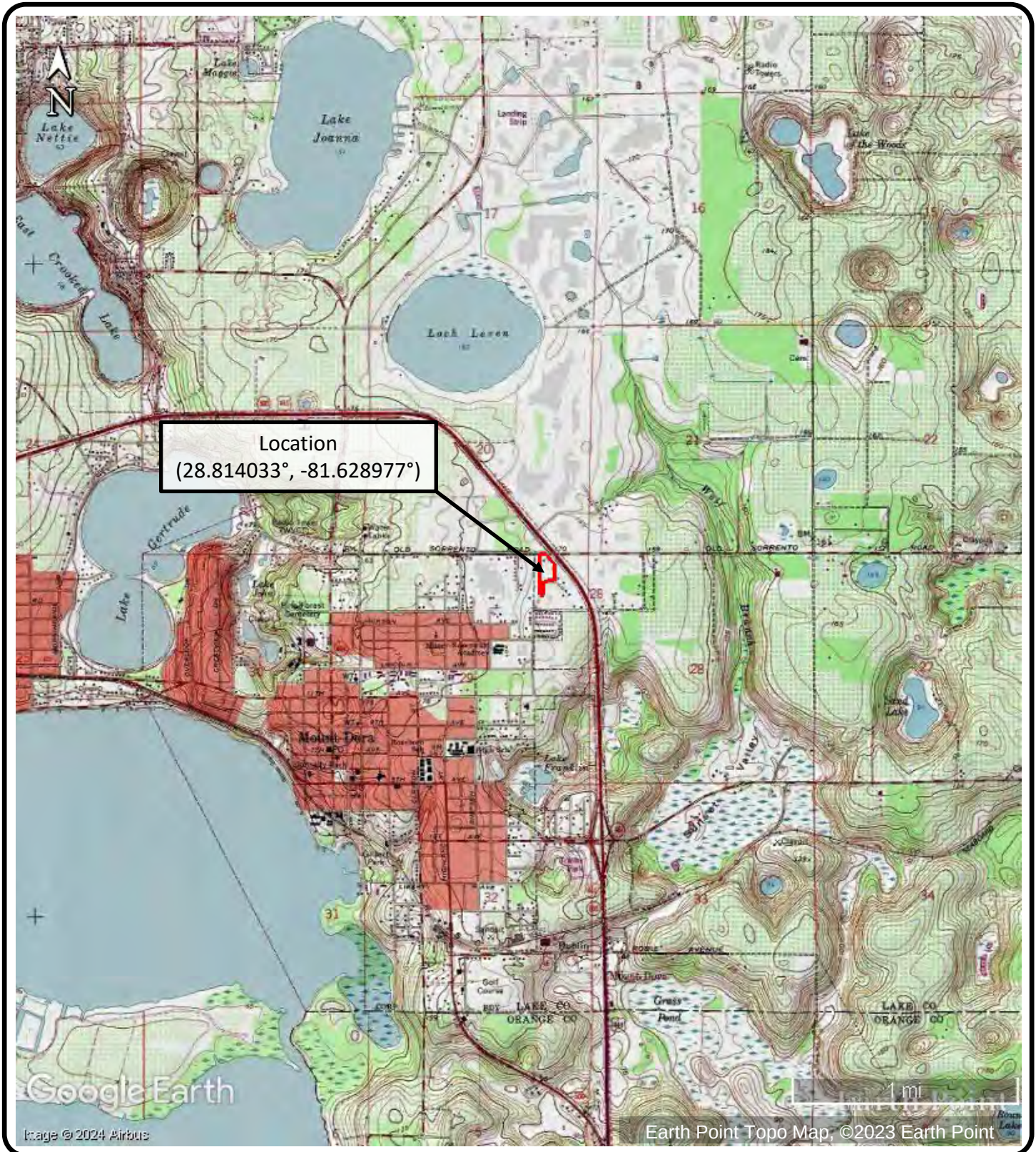


FIGURE 1 – LOCATION
 Limit Avenue Project
 SWC Limit Ave & S US Hwy 441
 Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416
SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002	

LEGEND

Site Location



FIGURE 2 – LANDSCAPE
 Limit Avenue Project
 SWC Limit Ave & S US Hwy 441
 Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416
SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002	

LEGEND

 Subject Property

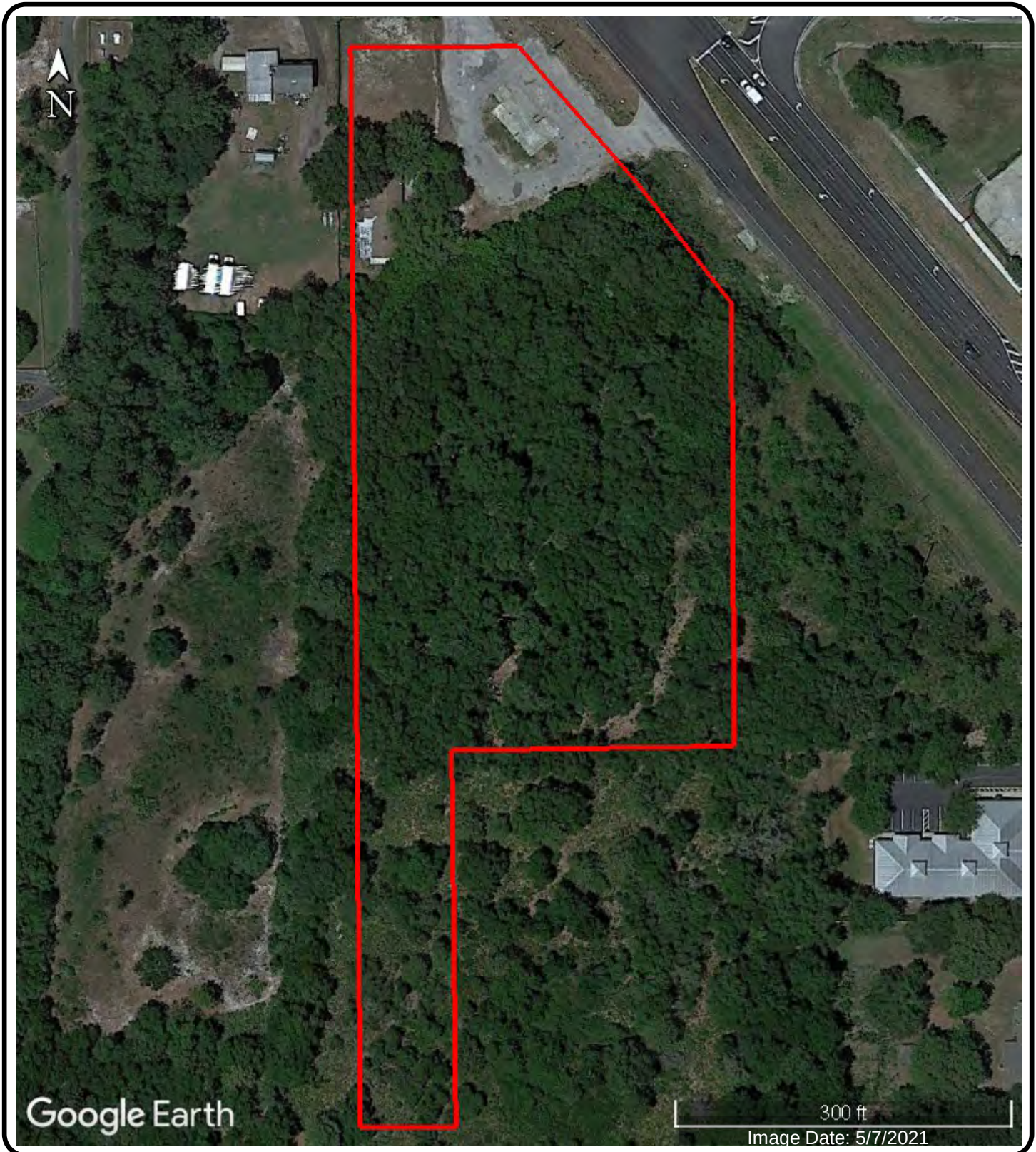


	FIGURE 3 – AERIAL Limit Avenue Project SWC Limit Ave & S US Hwy 441 Mt Dora, Lake County, Florida			LEGEND  Subject Property
	Preliminary Natural Resource Assessment			
	DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416	
	SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002		



FIGURE 4 – LIDAR CONTOURS
 Limit Avenue Project
 SWC Limit Ave & S US Hwy 441
 Mt Dora, Lake County, Florida

LEGEND

Subject Property



Preliminary Natural Resource Assessment

DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416
SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002	

ATTACHMENT #2

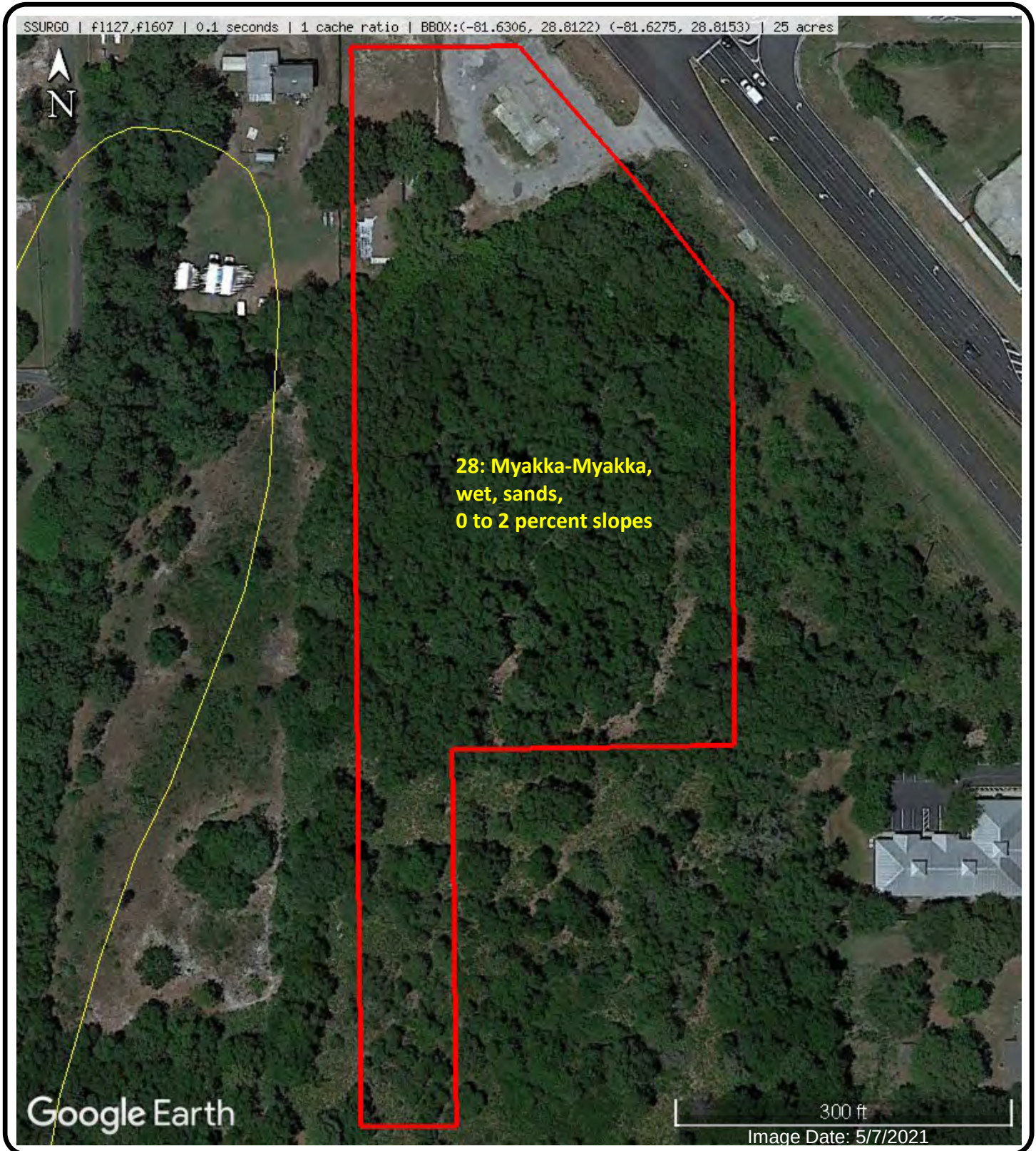


	FIGURE 5 – NRCS-MAPPED SOILS Limit Avenue Project SWC Limit Ave & S US Hwy 441 Mt Dora, Lake County, Florida			LEGEND  Subject Property
	Preliminary Natural Resource Assessment			
	DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416	
	SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002		

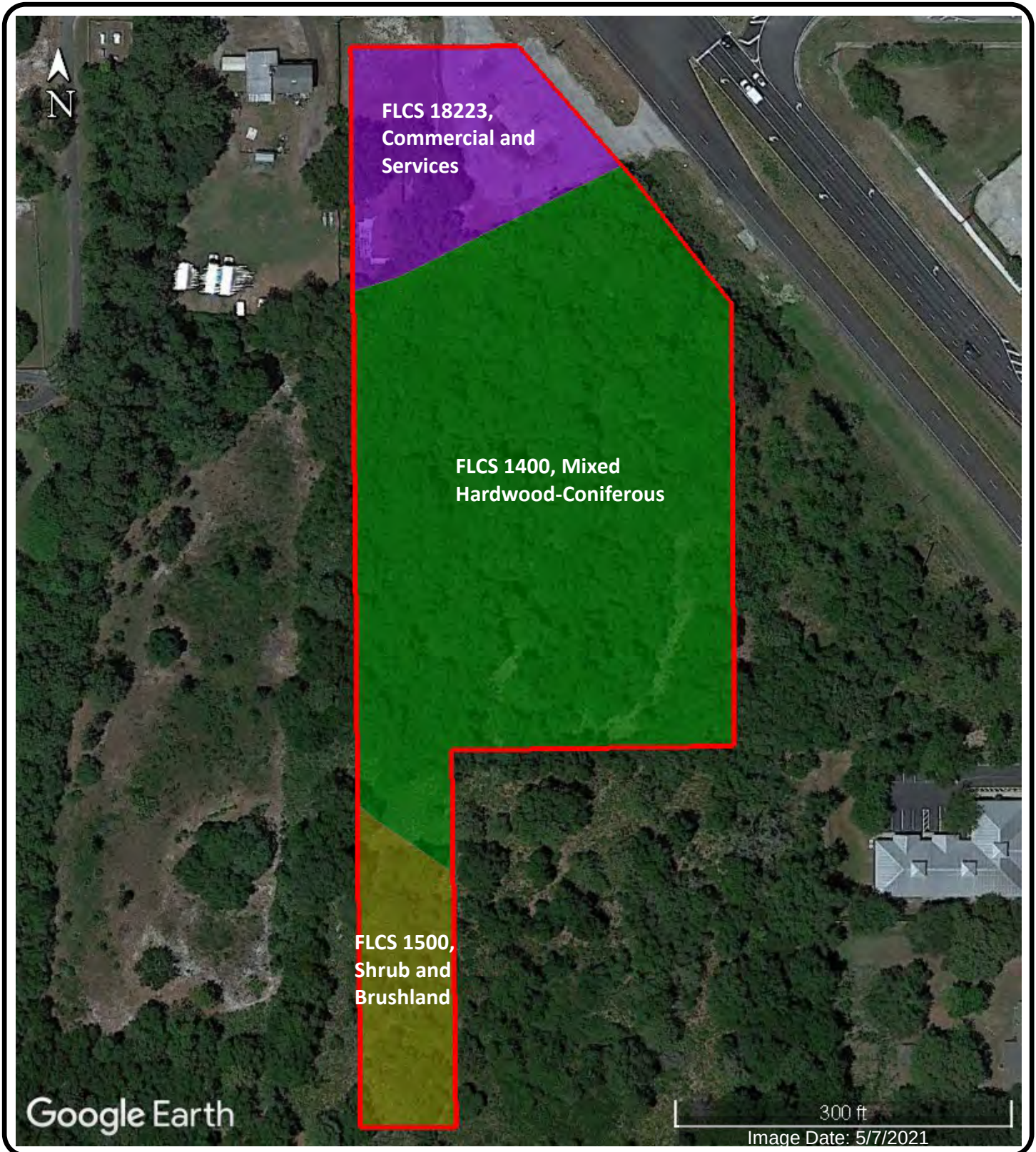


FIGURE 6 – LAND USE/LAND COVER
Limit Avenue Project
SWC Limit Ave & S US Hwy 441
Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: 5/16/2024

DRAWN BY: KMH

REPORT NO.: 2089416

SCALE: AS SHOWN

PROJECT NO: 0140.2400091.0002

LEGEND

Subject Property

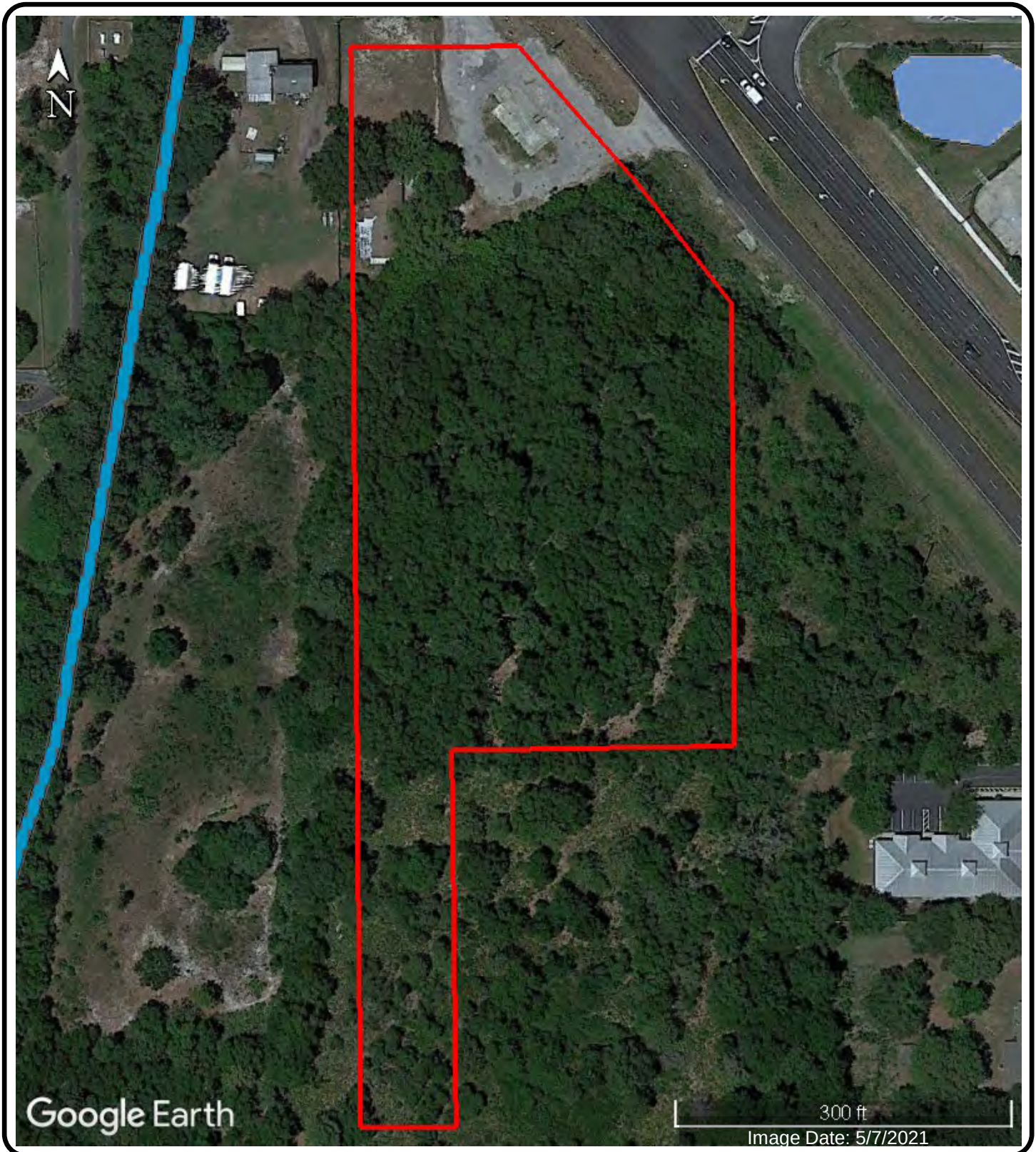


	FIGURE 7 – NWI WETLANDS MAP Limit Avenue Project SWC Limit Ave & S US Hwy 441 Mt Dora, Lake County, Florida			LEGEND  Subject Property
	Preliminary Natural Resource Assessment			
	DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416	
	SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002		



FIGURE 8 – GOPHER TORTOISE SUITABILITY
 Limit Avenue Project
 SWC Limit Ave & S US Hwy 441
 Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416
SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002	

LEGEND

- Subject Property
- Less Suited Soils

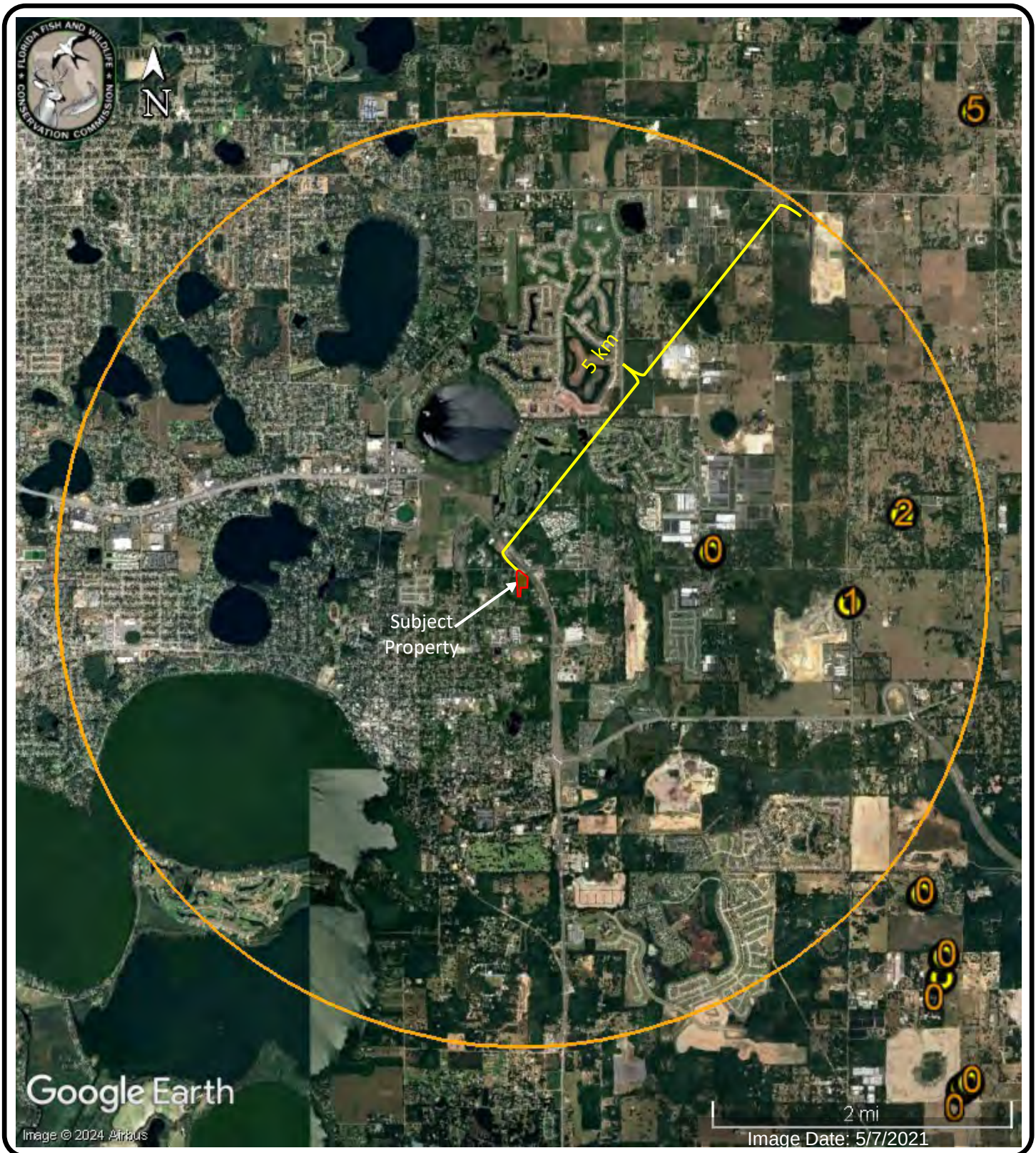


FIGURE 9 – BURROWING OWL OCCURRENCES
 Limit Avenue Project
 SWC Limit Ave & S US Hwy 441
 Mt Dora, Lake County, Florida

Preliminary Natural Resource Assessment

DATE: 5/16/2024	DRAWN BY: KMH	REPORT NO.: 2089416
SCALE: AS SHOWN	PROJECT NO: 0140.2400091.0002	

LEGEND

- Subject Property
- Burrowing Owl or Burrow Occurrence
 *number of owls observed at site shown in orange numbers



APPENDIX B

Site Photography



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Photograph No. 1: Representative view of forested portion of subject property.



Photograph No. 2: View of paved commercial portion of subject property.

SITE PHOTOGRAPHS



Photograph No. 3: View of residential portion of subject property.



Photograph No. 4: View of forest edge dominated by goldenrain trees.

SITE PHOTOGRAPHS



Photograph No. 5: Representative view of forested area dominated by an oak canopy.



Photograph No. 6: Representative view of southwest stretch of subject property, dominated by saw palmetto.

SITE PHOTOGRAPHS



Photograph No. 7: Representative view of saw palmetto with sparse canopy.



Photograph No. 8: Unfinished block building within forested area.

SITE PHOTOGRAPHS



Photograph No. 9: Representative view of forested area with sword fern ground cover.



Photograph No. 10: View of open grass field that provides potential burrowing owl habitat.

SITE PHOTOGRAPHS

APPENDIX C

Preliminary Degree of Effect Evaluation



Grounded in Excellence

ATTACHMENT #2

PRELIMINARY PROTECTED SPECIES EVALUATION

(Limit Avenue, Mt. Dora, Florida)

FE = Federally Endangered; FT = Federally Threatened; FC = Candidate for Federal Listing; FSAT = Federal Similarity of Appearance (Threatened);
SE = State Endangered; ST = State Threatened; MBTA = Migratory Bird Treaty Act of 1918; BGEPA = Bald and Golden Eagle Protection Act

Name (Scientific Name)	Protection Status	In Special Area	Occurrence Potential	Preliminary Effect/Impact Determination	Rationale
MAMMALS					
Tricolored Bat (<i>Perimyotis subflavus</i>)	FC	No	Low	No Effect	*Per IPaC, species should only be considered if the project includes wind turbine operations*
BIRDS					
Bachman's Sparrow (<i>Aimophila aestivalis</i>)	MBTA	No	Low	No Effect	Suitable well-developed grass and herb layer with limited shrub and hardwood midstory component habitat not present. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	MBTA	No	Low	No Effect	Suitable nesting habitat not present. No documented nests within 1,188 feet of subject property.
Black Skimmer (<i>Rynchops niger</i>)	MBTA	No	Low	No Effect	Viable open water aquatic habitat not present. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Chimney Swift (<i>Chaetura pelagica</i>)	MBTA	No	Low	May Effect	Chimney present. [See attached Nationwide Standard Conservation Measures in Appendix D.] Recommend inspecting chimney for evidence of chimney swifts; consult with USFWS if present.
Eastern Black Rail (<i>Laterallus jamaicensis ssp jamaicensis</i>)	FT	No	Low	No Effect	Marsh habitat not present.
Everglade Snail Kite (<i>Rostrhamus sociabilis plumbeus</i>)	FE	Within USFWS Consultation Area	Low	No Effect	Suitable habitat not present.
Florida Burrowing Owl (<i>Athene cunicularia floridana</i>)	ST	Three documented occurrences within 5km	Low	Conditional No Impact	None observed. Suitable habitat present in the form of a mowed lot towards the northern limit. Three documented occurrences within 5 kilometers of subject property. Recommend a 100% burrow survey no more than 48 hours before start of land clearing.
Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)	ST	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
Florida Scrub-Jay (<i>Aphelocoma coerulescens</i>)	FT	Within USFWS Consultation Area	Low	No Effect	Suitable 2-4 meter tall xeric oak or similar habitat not present.
Great Blue Heron (<i>Ardea herodias occidentalis</i>)	MBTA	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
King Rail (<i>Rallus elegans</i>)	MBTA	No	Low	No Effect	Marsh habitat not present.
Least Tern (<i>Sterna antillarum</i>)	MBTA	No	Low	No Impact	Coastal/saline and bare sand/fine gravel habitat not present.
Lesser Yellowlegs (<i>Tringa flavipes</i>)	MBTA	No	Low	No Effect	Suitable habitat not present.
Little Blue Heron (<i>Egretta caerulea</i>)	ST	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
Painted Bunting (<i>Passerina ciris</i>)	MBTA	No	Moderate	Conditional Not Likely to Adversely Impact	Suitable habitat present. [See attached Nationwide Standard Conservation Measures in Appendix D.] Recommend limiting the trimming and/or removal of vegetation to mid-August to mid-April (i.e., outside of nesting season).

ATTACHMENT #2

PRELIMINARY PROTECTED SPECIES EVALUATION

(Limit Avenue, Mt. Dora, Florida)

FE = Federally Endangered; FT = Federally Threatened; FC = Candidate for Federal Listing; FSAT = Federal Similarity of Appearance (Threatened);
SE = State Endangered; ST = State Threatened; MBTA = Migratory Bird Treaty Act of 1918; BGEPA = Bald and Golden Eagle Protection Act

Name (Scientific Name)	Protection Status	In Special Area	Occurrence Potential	Preliminary Effect/Impact Determination	Rationale
Prairie Warbler (<i>Dendroica discolor</i>)	MBTA	No	Low	No Effect	Mangrove swamp habitat not present.
Red-Headed Woodpecker (<i>Melanerpes erythrocephalus</i>)	MBTA	No	Moderate	Conditional Not Likely to Adversely Impact	Mature open canopy hardwoods with a high basal area and snags or trees with dead limbs with little understory habitat present. [See attached Nationwide Standard Conservation Measures in Appendix D.] Recommend limiting the trimming and/or removal of vegetation to mid-September to early-May (i.e., outside of nesting season).
Southeastern American Kestrel (<i>Falco sparverius paulus</i>)	MBTA ST	No	Low	No Impact	None observed on or over subject property. Suitable nesting habitat not present. Incidental foraging may occur but not expected to be significant. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Swallow-Tailed Kite (<i>Elanoides forficatus</i>)	MBTA	No	Low	No Effect	None observed on or over subject property. Suitable nesting habitat not present. Incidental foraging may occur but not expected to be significant. [See attached Nationwide Standard Conservation Measures in Appendix D.]
Tricolored Heron (<i>Egretta tricolor</i>)	ST	No	Low	No Impact	None observed. Wetland habitat not present. Incidental upland foraging not adversely affected.
Whooping Cranes (<i>Grus americana</i>)	FXN	No	Low	No Effect	Suitable habitat not present.
Worthington's Marsh Wren (<i>Cistothorus palustris griseus</i>)	MBTA	No	Low	No Impact	Marsh habitat not present.
REPTILES					
Eastern Indigo Snake (<i>Drymarchon corais couperi</i>)	FT	No documented occurrences within 1.7 miles	Low	Not Likely to Adversely Affect	No documented occurrences within 1.7 miles. Recommend implementing the Standard Protection Measures for the Eastern Indigo Snake. [See attached 2013 Eastern Indigo Snake Programmatic Effect Determination Key]
Florida Pine Snake (<i>Pituophis melanoleucus mugitus</i>)	ST	No	Low	Not Likely to Adversely Impact	Pocket gophers not observed on subject property. Suitable habitat not present.
Gopher Tortoise (<i>Gopherus polyphemus</i>)	ST	No	Low	Conditional No Impact	Gopher tortoise burrows not observed onsite. "Less suited" NRCS-mapped soils present. Recommend a 100% gopher tortoise burrow survey approximately 80-90 days before start of land clearing.
Sand Skink (<i>Neoseps reynoldsi</i>)	FT	Within USFWS Consultation Area	Low	No Effect	Suitable soils not present.
Short-Tailed Snake (<i>Stilosoma extenuatum</i>)	ST	No	Low	Not Likely to Adversely Impact	Mole and other suitable burrows not observed. Suitable sandhill, xeric oak, xeric hammock, and pine scrub habitat not present.
FISHES					
Bluenose Shiner (<i>Pteronotropis welaka</i>)	ST	No	None	No Effect	Aquatic habitat not present.
INSECTS					
Monarch Butterfly (<i>Danaus plexippus</i>)	FC	No	Low	No Effect	Milkweed species not observed on subject property. Significant suitable habitat not present.

ATTACHMENT #2
PRELIMINARY PROTECTED SPECIES EVALUATION
(Limit Avenue, Mt. Dora, Florida)

FE = Federally Endangered, FT = Federally Threatened; FC = Candidate for Federal Listing; FSAT = Federal Similarity of Appearance (Threatened);
SE = State Endangered; ST = State Threatened; MBTA = Migratory Bird Treaty Act of 1918; BGEPA = Bald and Golden Eagle Protection Act

Name (<i>Scientific Name</i>)	Protection Status	In Special Area	Occurrence Potential	Preliminary Effect/Impact Determination	Rationale
FEDERALLY LISTED PLANTS					
Britton's Beargrass (<i>Nolina brittoniana</i>)	FE	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Lewton's Polygala (<i>Polygala lewtonii</i>)	FE	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Papery Whitlow-Wort (<i>Paronychia chartacea</i>)	FT	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Pigeon Wings (<i>Clitoria fragrans</i>)	FT	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.
Pygmy Fringe-Tree (<i>Chionanthus pygmaeus</i>)	FE	Within USFWS Consultation Area	Low	Not Likely to Adversely Affect	None observed. Suitable white sands not present. Habitat alterations likely preclude significant presence by species.

Eastern Indigo Snake Programmatic Effect Determination Key

Scope of the key

This key should be used only in the review of permit applications for effects determinations within the North and South Florida Ecological Services Field Offices Geographic Areas of Responsibility (GAR), and not for other listed species or for aquatic resources such as Essential Fish Habitat (EFH). Counties within the **North** Florida GAR include Alachua, Baker, Bradford, Brevard, Citrus, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Hernando, Hillsborough, Lafayette, Lake, Levy, Madison, Manatee, Marion, Nassau, Orange, Pasco, Pinellas, Putnam, St. Johns, Seminole, Sumter, Suwannee, Taylor, Union, and Volusia.

Counties in the **South** Florida GAR include Broward, Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Indian River, Martin, Miami-Dade, Monroe, Okeechobee, Osceola, Palm Beach, Polk, Sarasota, St. Lucie.

Habitat

Over most of its range, the eastern indigo snake frequents several habitat types, including pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats (Service 1999). Eastern indigo snakes appear to need a mosaic of habitats to complete their life cycle. Wherever the eastern indigo snake occurs in xeric habitats, it is closely associated with the gopher tortoise (*Gopherus polyphemus*), the burrows of which provide shelter from winter cold and summer desiccation (Speake et al. 1978; Layne and Steiner 1996). Interspersion of tortoise-inhabited uplands and wetlands improves habitat quality for this species (Landers and Speake 1980; Auffenberg and Franz 1982).

In south Florida, agricultural sites, such as sugar cane fields, created in former wetland areas are occupied by eastern indigo snakes (Enge pers. comm. 2007). Formerly, indigo snakes would have only occupied higher elevation sites within the wetlands. The introduction of agriculture and its associated canal systems has resulted in an increase in rodents and other species of snakes that are prey for eastern indigo snakes. The result is that indigos occur at higher densities in these areas than they did historically.

Even though thermal stress may not be a limiting factor throughout the year in south Florida, indigo snakes still seek and use underground refugia. On the sandy central ridge of central Florida, eastern indigos use gopher tortoise burrows more (62 percent) than other underground refugia (Layne and Steiner 1996). Other underground refugia used include armadillo (*Dasypus novemcinctus*) burrows near citrus groves, cotton rat (*Sigmodon hispidus*) burrows, and land crab (*Cardisoma guanhumi*) burrows in coastal areas (Service 2006). Natural ground holes, hollows at the base of trees or shrubs, ground litter, trash piles, and crevices of rock-lined ditch walls are also used (Layne and Steiner 1996). These refugia are used most frequently where tortoise burrows are not available, principally in low-lying areas off the central and coastal ridges. In extreme south Florida (the Everglades and Florida Keys), indigo snakes are found in tropical

hardwood hammocks, pine rocklands, freshwater marshes, abandoned agricultural land, coastal prairie, mangrove swamps, and human-altered habitats (Steiner et al. 1983). It is suspected that they prefer hammocks and pine forests, because most observations occur in these habitats disproportionately to their presence in the landscape (Steiner et al. 1983). Hammocks may be important breeding areas as juveniles are typically found there. The eastern indigo snake is a snake-eater so the presence of other snake species may be a good indicator of habitat quality.

Conservation Measures

The Service routinely concurs with the Corps' "not likely to adversely affect" (NLAA) determination for individual project effects to the eastern indigo snake when assurances are given that our *Standard Protection Measures for the Eastern Indigo Snake* (Service 2004) located at: <http://www.fws.gov/northflorida/IndigoSnakes/indigo-snakes> will be used during project site preparation and project construction. There is no designated critical habitat for the eastern indigo snake.

In an effort to reduce correspondence in effect determinations and responses, the Service is providing an Eastern Indigo Snake Effect Determination Key, similar in utility to the West Indian Manatee Effect Determination Key and the Wood Stork Effect Determination Keys presently being utilized by the Corps. If the use of this key results in a Corps' determination of "no effect" for a particular project, the Service supports this determination. If the use of this Key results in a determination of NLAA, the Service concurs with this determination and no additional correspondence will be necessary¹. This key is subject to revisitation as the Corps and Service deem necessary.

A. Project is not located in open water or salt marsh.....go to B

Project is located solely in open water or salt marsh..... "no effect"

B. Permit will be conditioned for use of the Service's *Standard Protection Measures For The Eastern Indigo Snake* during site preparation and project construction.....go to C

Permit will not be conditioned as above for the eastern indigo snake, or it is not known whether an applicant intends to use these measures and consultation with the Service is requested² "may affect"

C. There are gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activitiesgo to D

There are no gopher tortoise burrows, holes, cavities, or other refugia where a snake could be buried or trapped and injured during project activities "NLAA"

D. The project will impact less than 25 acres of xeric habitat supporting less than 25 active and inactive gopher tortoise burrows.....go to E

The project will impact more than 25 acres of xeric habitat or more than 25 active and inactive gopher tortoise burrows and consultation with the Service is requested²..... *"may affect"*

- E. Any permit will be conditioned such that all gopher tortoise burrows, active or inactive, will be evacuated prior to site manipulation in the vicinity of the burrow³. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Any permit will also be conditioned such that holes, cavities, and snake refugia other than gopher tortoise burrows will be inspected each morning before planned site manipulation of a particular area, and, if occupied by an indigo snake, no work will commence until the snake has vacated the vicinity of proposed work..... *"NLAA"*

Permit will not be conditioned as outlined above and consultation with the Service is requested² *"may affect"*

¹With an outcome of "no effect" or "NLAA" as outlined in this key, the requirements of section 7 of the Act are fulfilled for the eastern indigo snake and no further action is required.

²Consultation may be concluded informally or formally depending on project impacts.

³ If burrow excavation is utilized, it should be performed by experienced personnel. The method used should minimize the potential for injury of an indigo snake. Applicants should follow the excavation guidance provided within the Florida Fish and Wildlife Conservation Commission's revised April 2009 Gopher Tortoise Permitting Guidelines located at http://myfwc.com/License/Permits_ProtectedWildlife.htm#gophertortoise. A member of the excavation team should be authorized for Incidental Take during excavation through an incidental take permit issued by the Florida Fish and Wildlife Conservation Commission.

APPENDIX D

USFWS Information Planning and Consultation (IPaC)



Grounded in Excellence

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Lake County, Florida



Local office

Florida Ecological Services Field Office

☎ (352) 448-9151

📅 (772) 562-4288

✉ fw4flesregs@fws.gov

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777 37th St
Suite D-101
Vero Beach, FL 32960-3559

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

-
1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found This species only needs to be considered if the following condition applies: This species only needs to be considered if the project includes wind turbine operations. No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

NAME	STATUS
Eastern Black Rail <i>Laterallus jamaicensis ssp. jamaicensis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite <i>Rostrhamus sociabilis plumbeus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7713	Endangered
Florida Scrub-jay <i>Aphelocoma coerulescens</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6174	Threatened
Whooping Crane <i>Grus americana</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN

Reptiles

NAME	STATUS
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Eastern Indigo Snake *Drymarchon couperi*

Threatened

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/646>**Sand Skink** *Neoseps reynoldsi*

Threatened

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/4094>

Insects

NAME

STATUS

Monarch Butterfly *Danaus plexippus*

Candidate

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9743>

Flowering Plants

NAME

STATUS

Britton's Beargrass *Nolina brittoniana*

Endangered

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/4460>**Lewton's Polygala** *Polygala lewtonii*

Endangered

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/6688>**Papery Whitlow-wort** *Paronychia chartacea*

Threatened

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/1465>**Pigeon Wings** *Clitoria fragrans*

Threatened

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/991>**Pygmy Fringe-tree** *Chionanthus pygmaeus*

Endangered

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/1084>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below.

Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

Bald Eagle *Haliaeetus leucocephalus*

Breeds Sep 1 to Jul 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

ATTACHMENT #2

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (I)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply). To see a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the [Eagle Act](#) should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your

list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bachman's Sparrow <i>Peucaea aestivalis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177	Breeds May 1 to Sep 30
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Black Skimmer <i>Rynchops niger</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5234	Breeds May 20 to Sep 15
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 25
Great Blue Heron <i>Ardea herodias occidentalis</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Jan 1 to Dec 31
King Rail <i>Rallus elegans</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Least Tern <i>Sternula antillarum antillarum</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 25 to Sep 5

ATTACHMENT #2

Lesser Yellowlegs *Tringa flavipes*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/9679>

Breeds elsewhere

Painted Bunting *Passerina ciris*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds Apr 25 to Aug 15

Prairie Warbler *Setophaga discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Southeastern American Kestrel *Falco sparverius paulus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

<https://ecos.fws.gov/ecp/species/4076>

Breeds Apr 1 to Aug 31

Swallow-tailed Kite *Elanoides forficatus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

<https://ecos.fws.gov/ecp/species/8938>

Breeds Mar 10 to Jun 30

Worthington's Marsh Wren *Cistothorus palustris griseus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds Apr 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read

["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bachman's Sparrow BCC Rangewide (CON)	++++	++++	+I++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Bald Eagle Non-BCC Vulnerable	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
Black Skimmer BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Chimney Swift BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Great Blue Heron BCC - BCR	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
King Rail BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Least Tern BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Lesser Yellowlegs BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Painted Bunting BCC - BCR	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Prairie Warbler BCC Rangewide (CON)	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
Red-headed Woodpecker BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++
Southeastern American Kestrel BCC - BCR	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII	IIII
Swallow-tailed Kite BCC Rangewide (CON)	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++	++++



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird

on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key

component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX E

NOAA Fisheries Southeast Region Endangered Species Act (ESA) Section 7 Mapper



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Summary

Name	Count	Area(ft²)	Length(ft)
Conchs	0	0	N/A
Corals	0	0	N/A
Sea Turtles	0	0	N/A
Sharks, Rays, Sawfish	0	0	N/A
Grouper and Sturgeons	0	0	N/A
Whales	0	0	N/A
Critical Habitat (linear)	0	N/A	0
Critical Habitat (area)	0	0	N/A
Miscellaneous	0	0	N/A

DISCLAIMER: Use of this App does NOT replace the Endangered Species Act (ESA) Section 7 consultation process; it is a first step in determining if a proposed Federal action overlaps with listed species or critical habitat presence. Because the data provided through this App are updated regularly, reporting results must include the date they were generated. The report outputs (map/tables) depend on the options picked by the user, including the shape and size of the action area drawn, the layers marked as visible or selectable, and the buffer distance specified when using the "Draw your Action Area" function. Area calculations represent the size of overlap between the user-drawn Area of Interest (with buffer) and the specified S7 Consultation Area. Summary table areas represent the sum of these overlapping areas for each species group.

APPENDIX F

Florida Natural Areas Inventory (FNAI) Florida Biodiversity Matrix



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Florida Natural Areas Inventory

Biodiversity Matrix Query Results

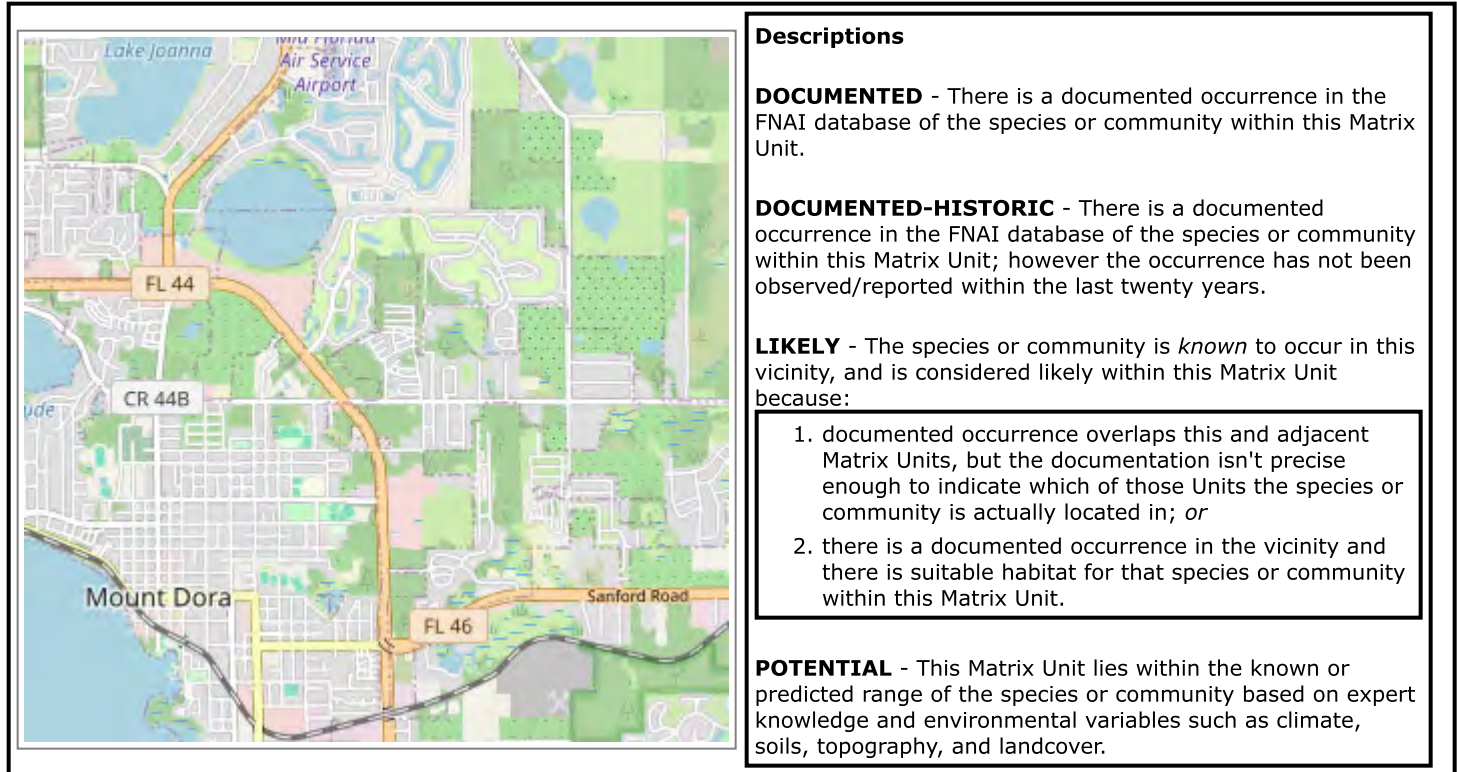
UNOFFICIAL REPORT

Created 5/13/2024

(Contact the FNAI Data Services Coordinator at 850.224.8207 or
kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 41461



Matrix Unit ID: 41461

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Mesic flatwoods</i>	G4	S4	N	N
<i>Mycteria americana</i> Wood Stork	G4	S2	T	FT
<i>Scrub</i>	G2	S2	N	N

Matrix Unit ID: 41461

40 **Potential** Elements for Matrix Unit 41461

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Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
<i>Agrimonia incisa</i> incised groove-bur	G3	S2	N	T
<i>Antigone canadensis pratensis</i> Florida Sandhill Crane	G5T2	S2	N	ST
<i>Aphelocoma coerulescens</i> Florida Scrub-Jay	G2?	S1S2	T	FT
<i>Arnoglossum diversifolium</i> variable-leaved Indian-plantain	G2	S2	N	T
<i>Asplenium x heteroresiliens</i> Morzenti's spleenwort	G2	S1	N	N
<i>Athene cunicularia floridana</i> Florida Burrowing Owl	G4T3	S3	N	ST
<i>Bonamia grandiflora</i> Florida bonamia	G3	S3	T	E
<i>Calopogon multiflorus</i> many-flowered grass-pink	G2G3	S2S3	N	T
<i>Carex chapmannii</i> Chapman's sedge	G3	S3	N	T
<i>Centrosema arenicola</i> sand butterfly pea	G2Q	S2	N	E
<i>Coelorachis tuberculosa</i> Piedmont jointgrass	G3	S3	N	T
<i>Digitaria gracillima</i> longleaf fingergrass	G1	S1	N	N
<i>Drymarchon couperi</i> Eastern Indigo Snake	G3	S2?	T	FT
<i>Eriogonum longifolium</i> var. <i>gnaphalifolium</i> scrub buckwheat	G4T3	S3	T	E
<i>Gopherus polyphemus</i> Gopher Tortoise	G3	S3	C	ST
<i>Hartwrightia floridana</i> hartwrightia	G2	S2	N	T
<i>Heterodon simus</i> Southern Hognose Snake	G2	S2S3	N	N
<i>Illicium parviflorum</i> star anise	G2	S2	N	E
<i>Lampropeltis extenuata</i> Short-tailed Snake	G3	S3	N	ST
<i>Lechea cernua</i> nodding pinweed	G3	S3	N	T
<i>Lithobates capito</i> Gopher Frog	G2G3	S3	N	N
<i>Litsea aestivalis</i> pondspice	G3?	S2	N	E
<i>Lupinus aridorum</i> scrub lupine	G3T1	S1	E	E
<i>Matelea floridana</i> Florida spiny-pod	G2	S2	N	E
<i>Mustela frenata peninsulae</i> Florida Long-tailed Weasel	G5T3?	S3?	N	N
<i>Nemastylis floridana</i> celestial lily	G2	S2	N	E
<i>Neofiber alleni</i> Round-tailed Muskrat	G2	S2	N	N
<i>Nolina brittoniana</i> Britton's beargrass	G3	S3	E	E
<i>Notophthalmus perstriatus</i> Striped Newt	G2G3	S2	N	C
<i>Phyllophaga elongata</i> Elongate June Beetle	G3	S3	N	N
<i>Podomys floridanus</i> Florida Mouse	G3	S3	N	N

ATTACHMENT #2

<i>Polygala lewtonii</i> Lewton's polygala	G2	S2	E	E
<i>Pteroglossaspis ecristata</i> giant orchid	G2G3	S2	N	T
<i>Salix floridana</i> Florida willow	G2G3	S2S3	N	E
<i>Sceloporus woodi</i> Florida Scrub Lizard	G2G3	S2S3	N	N
<i>Sciurus niger niger</i> Southeastern Fox Squirrel	G5T5	S3	N	N
<i>Ursus americanus floridanus</i> Florida Black Bear	G5T4	S4	N	N
<i>Vicia ocalensis</i> Ocala vetch	G2	S2	N	E
<i>Warea amplexifolia</i> clasping warea	G1	S1	E	E
<i>Warea carteri</i> Carter's warea	G1	S1	E	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a [Standard Data Request](#) option for those needing certifiable data.

APPENDIX G

Custom Soils Report



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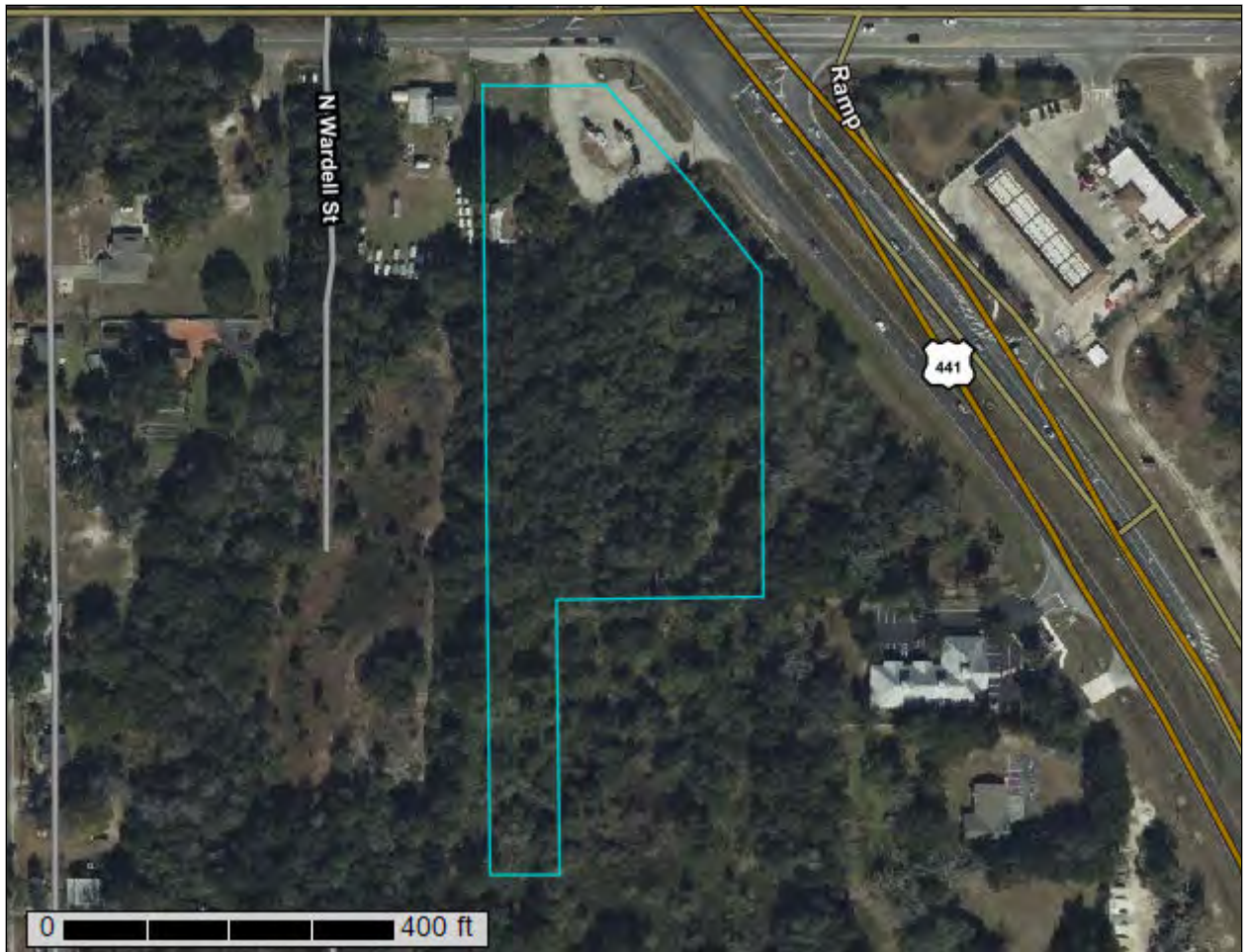
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A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Lake County Area, Florida

Limit Avenue, Mt Dora



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	11
Map Unit Descriptions.....	11
Lake County Area, Florida.....	13
28—Myakka-Myakka, wet, sands, 0 to 2 percent slopes.....	13
Soil Information for All Uses	16
Suitabilities and Limitations for Use.....	16
Land Classifications.....	16
Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora).....	16
Hydric Rating by Map Unit (Limit Avenue, Mt Dora).....	19
Wildlife Management.....	23
WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora).....	23
References	29

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

ATTACHMENT #2

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

ATTACHMENT #2
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

ATTACHMENT #2 Custom Soil Resource Report Soil Map



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lake County Area, Florida
Survey Area Data: Version 23, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	4.9	100.0%
Totals for Area of Interest		4.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

ATTACHMENT #2

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Lake County Area, Florida

28—Myakka-Myakka, wet, sands, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2tw1
Elevation: 10 to 130 feet
Mean annual precipitation: 43 to 62 inches
Mean annual air temperature: 64 to 75 degrees F
Frost-free period: 280 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Myakka and similar soils: 75 percent
Myakka, wet, and similar soils: 15 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Myakka

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 20 inches: sand
Bh - 20 to 36 inches: sand
C - 36 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G155XB141FL)

ATTACHMENT #2
Custom Soil Resource Report

Hydric soil rating: No

Description of Myakka, Wet

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: sand
E - 6 to 20 inches: sand
Bh - 20 to 36 inches: sand
C - 36 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)
Depth to water table: About 0 to 6 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL)
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 5 percent
Landform: Drainageways on marine terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Dip
Down-slope shape: Convex, linear
Across-slope shape: Linear, concave
Hydric soil rating: Yes

Eaugallie

Percent of map unit: 4 percent
Landform: Flatwoods on marine terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf

ATTACHMENT #2
Custom Soil Resource Report

Down-slope shape: Convex
Across-slope shape: Linear
Hydric soil rating: No

Placid, depressional

Percent of map unit: 1 percent
Landform: Depressions on marine terraces
Landform position (two-dimensional): Toeslope, footslope
Landform position (three-dimensional): Dip
Down-slope shape: Concave, convex
Across-slope shape: Concave, linear
Hydric soil rating: Yes

Soil Information for All Uses

Suitabilities and Limitations for Use

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Land Classifications

Land Classifications are specified land use and management groupings that are assigned to soil areas because combinations of soil have similar behavior for specified practices. Most are based on soil properties and other factors that directly influence the specific use of the soil. Example classifications include ecological site classification, farmland classification, irrigated and nonirrigated land capability classification, and hydric rating.

Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)

Ecological classifications consist of a series of vegetative classification systems developed by various partners in the National Cooperative Soil Survey. The classifications include, but are not limited to, systematic vegetative groupings. Examples include NRCS ecological sites, United States Forest Service plant associations, and forage suitability groups. The classifications systems are identified by the Ecological Classification Type Name field, which is in the Component Ecological Classification table.

ATTACHMENT #2 Custom Soil Resource Report

Map—Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 South Florida Flatwoods
 Not rated or not available

Soil Rating Lines

 South Florida Flatwoods
 Not rated or not available

Soil Rating Points

 South Florida Flatwoods
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

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ATTACHMENT #2
Custom Soil Resource Report

Table—Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	South Florida Flatwoods	4.9	100.0%
Totals for Area of Interest			4.9	100.0%

Rating Options—Ecological Classification Name: Florida Legacy Range Site (Limit Avenue, Mt Dora)

Class: Florida Legacy Range Site

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Hydric Rating by Map Unit (Limit Avenue, Mt Dora)

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

ATTACHMENT #2

Custom Soil Resource Report

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

ATTACHMENT #2

Custom Soil Resource Report

Map—Hydric Rating by Map Unit (Limit Avenue, Mt Dora)



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Soil Rating Lines

 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Soil Rating Points

 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

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ATTACHMENT #2
Custom Soil Resource Report

Table—Hydric Rating by Map Unit (Limit Avenue, Mt Dora)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	21	4.9	100.0%
Totals for Area of Interest			4.9	100.0%

Rating Options—Hydric Rating by Map Unit (Limit Avenue, Mt Dora)

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Wildlife Management

Wildlife Management interpretations are tools for evaluating the suitability of the soil for various components of wildlife habitat, and as habitat of different types or species of wildlife. Example interpretations include crawfish aquaculture, burrowing animals and reptiles, grasses and legumes for food and cover, and freshwater wetland plants.

WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)

This soil interpretation is intended to provide ratings based on the dominant soil characteristics that influence the suitability of the soil for excavation, maintenance, and preservation of burrows by gopher tortoises (*Gopherus polyphemus*). The information allows the user to identify areas of potentially suitable habitat area prior to the application of conservation practices. The ratings are for the soils in their natural condition and do not consider present land use, existing vegetation, water sources, and the presence or absence of wildlife in the area. The presence or absence of a species is determined at the local level and by many factors including soil characteristics.

The gopher tortoise (*Gopherus polyphemus*) is a burrowing reptile that inhabits open pine forests throughout the southeastern United States. Historically, typical gopher tortoise habitat consisted of open, frequently burned longleaf pine or longleaf pine/scrub oak uplands and flatwoods on moderately well drained to xeric soils. The burrows of a gopher tortoise are the habitat and center of normal feeding, breeding, and sheltering activity. Gopher tortoises excavate and use more than one burrow for shelter beneath the ground surface. Burrows, which may extend for more than 30 feet, provide shelter from canid predators, winter cold and summer heat.

ATTACHMENT #2

Custom Soil Resource Report

The soil criteria that are taken into account in this soil interpretation are those that have been determined to have the most effect on burrow excavation, maintenance, and preservation. These include the soil texture, percent coarse fragments, depth to a restrictive layer or layer with greater than or equal to 35% clay, ponding or flooding frequency, slope, and depth to seasonal high water table.

Each soil criteria is assigned a numerical rating between 0 and 1. In this rating, 1 represents more suitable soil characteristics, and 0 represents less suitable soil characteristics. Each criterion is calculated separately and the lowest rating is reported as the overall soil suitability rating, representing the most limiting factor in the soil's suitability for gopher tortoise burrows.

Rating classes have been defined as follows:

Highly suited (numerical rating 0.95-1): These soils have no restrictions for use and are favorable for burrowing by gopher tortoise. Colonization and population densities may be above average if other habitat factors are not limiting.

Moderately suited (numerical rating 0.5-0.95): These soils are suitable and somewhat favorable for burrowing by gopher tortoise. Some restrictive features may limit the use of the site to a minor extent. Colonization and population densities may be average to above for the area if the other habitat requirements are met.

Less suited (numerical rating 0.05-0.5): These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Colonization and population densities may be below average or restricted in the area due to the limiting factors even though all of the other species habitat requirements are met.

Unsuitable (numerical rating 0-0.05): These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Areas of included soils with better drainage may provide suitable soil properties in some locations.

Not Rated: Miscellaneous areas are given a not rated status.

The map unit components listed for each map unit in the accompanying Summary by Map Unit table in Web Soil Survey or the Aggregation Report in Soil Data Viewer are determined by the aggregation method chosen, which is displayed on the report. An aggregated rating class is shown for each map unit. The components listed for each map unit are only those that have the same rating class as listed for the map unit. The percent composition of each component in a particular map unit is presented to help the user better understand the percentage of each map unit that has the rating presented.

Other components with different ratings may be present in each map unit. The ratings for all components, regardless of the map unit aggregated rating, can be viewed by generating the Selected Soil Interpretations report with this interpretation included from the Soil Reports tab in Web Soil Survey or from the Soil Data Mart site. Onsite investigation may be needed to validate these interpretations and to confirm the identity of the soil on a given site.

Citations:

ATTACHMENT #2
Custom Soil Resource Report

U.S. Fish and Wildlife Service and Natural Resources Conservation Service. 2012.
Gopher Tortoise (*Gopherus polyphemus*) Soil Classifications for the Federally Listed
Range using the National Soil Information System Database, Version 1.

ATTACHMENT #2 Custom Soil Resource Report

Map—WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)



ATTACHMENT #2

Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Soil Rating Lines

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Soil Rating Points

 Unsuitable
 Less suited
 Moderately suited
 Highly suited
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways

 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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ATTACHMENT #2
Custom Soil Resource Report

Tables—WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)

Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
28	Myakka-Myakka, wet, sands, 0 to 2 percent slopes	Less suited	Myakka (75%)	Water table (0.22)	4.9	100.0%
Totals for Area of Interest					4.9	100.0%

Rating	Acres in AOI	Percent of AOI
Less suited	4.9	100.0%
Totals for Area of Interest	4.9	100.0%

Rating Options—WLF - Gopher Tortoise Burrowing Suitability (Limit Avenue, Mt Dora)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

References

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ATTACHMENT #2
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APPENDIX H

USFWS Nationwide Standard Conservation Measures



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NATIONWIDE STANDARD CONSERVATION MEASURES

Listed below are effective measures that should be employed at all project development sites nationwide with the goal of reducing impacts to birds and their habitats. These measures are grouped into three categories: General, Habitat Protection, and Stressor Management. These measures may be updated through time. We recommend checking the Conservation Measures website regularly for the most up-to-date list.

1. General Measures

- a. Educate all employees, contractors, and/or site visitors of relevant rules and regulations that protect wildlife. See the Service webpage on [Regulations and Policies](#) for more information on regulations that protect migratory birds.
- b. Prior to removal of an inactive nest, ensure that the nest is not protected under the Endangered Species Act (ESA) or the Bald and Golden Eagle Protection Act (BGEPA). Nests protected under ESA or BGEPA cannot be removed without a valid permit.
 - i. See the [Service Nest Destruction Policy](#)
- c. Do not collect birds (live or dead) or their parts (e.g., feathers) or nests without a valid permit. Please visit the [Service permits page](#) for more information on permits and permit applications.
- d. Provide enclosed solid waste receptacles at all project areas. Non-hazardous solid waste (trash) would be collected and deposited in the on-site receptacles. Solid waste would be collected and disposed of by a local waste disposal contractor. For more information about solid waste and how to properly dispose of it, see the [EPA Non-Hazardous Waste](#) website.
- e. Report any incidental take of a migratory bird, to the [local Service Office of Law Enforcement](#).
- f. Consult and follow applicable [Service industry guidance](#).

2. Habitat Protection

- a. Minimize project creep by clearly delineating and maintaining project boundaries (including staging areas).
- b. Consult all local, State, and Federal regulations for the development of an appropriate buffer distance between development site and any wetland or waterway. For more information on wetland protection regulations see the Clean Water Act sections [401](#) and [404](#).
- c. Maximize use of disturbed land for all project activities (i.e., siting, lay-down areas, and construction).
- d. Implement standard soil erosion and dust control measures. For example:
 - i. Establish vegetation cover to stabilize soil
 - ii. Use erosion blankets to prevent soil loss
 - iii. Water bare soil to prevent wind erosion and dust issues

3. Stressor Management

Stressor: Vegetation Removal

Conservation Goal: Avoid direct take of adults, chicks, or eggs.

Conservation Measure 1: Schedule all vegetation removal, trimming, and grading of vegetated areas outside of the peak bird breeding season to the maximum extent practicable. Use available resources, such as internet-based tools (e.g., the FWS's Information, Planning and Conservation system and Avian Knowledge Network) to identify peak breeding months for local bird species; or, contact local Service Migratory Bird Program Office for breeding bird information.

Conservation Measure 2: When project activities cannot occur outside the bird nesting season, conduct surveys prior to scheduled activity to determine if active nests are present within the area of impact and buffer any nesting locations found during surveys.

- 1) Generally, the surveys should be conducted no more than five days prior to scheduled activity.
- 2) Timing and dimensions of the area to be surveyed vary and will depend on the nature of the project, location, and expected level of vegetation disturbance.
- 3) If active nests or breeding behavior (e.g., courtship, nest building, territorial defense, etc.) are detected during these surveys, no vegetation removal activities should be conducted until nestlings have fledged or the nest fails or breeding behaviors are no longer observed. If the activity must occur, establish a buffer zone around the nest and no activities will occur within that zone until nestlings have fledged and left the nest area. The dimension of the buffer zone will depend on the proposed activity, habitat type, and species present and should be coordinated with the local or regional Service office.
- 4) When establishing a buffer zone, construct a barrier (e.g., plastic fencing) to protect the area. If the fence is knocked down or destroyed, work will suspend wholly, or in part, until the fence is satisfactorily repaired.
- 5) When establishing a buffer zone, a qualified biologist will be present onsite to serve as a biological monitor during vegetation clearing and grading activities to ensure no take of migratory birds occurs. Prior to vegetation clearing, the monitor will ensure that the limits of construction have been properly staked and are readily identifiable. Any associated project activities that are inconsistent with the applicable conservation measures, and activities that may result in the take of migratory birds will be immediately halted and reported to the appropriate Service office within 24 hours.
- 6) If establishing a buffer zone is not feasible, contact the Service for guidance to minimize impacts to migratory birds associated with the proposed project or removal of an active nest. Active nests may only be removed if you receive a permit from your local Migratory Bird Permit Office. A permit may authorize active nest removal by a qualified biologist with bird handling experience or by a permitted bird rehabilitator.

Conservation Measure 3: Prepare a vegetation maintenance plan that outlines vegetation maintenance activities and schedules so that direct bird impacts do not occur.

Stressor: Invasive Species Introduction

Conservation Goal: Prevent the introduction of invasive plants.

Conservation Measure 1: Prepare a weed abatement plan that outlines the areas where weed abatement is required and the schedule and method of activities to ensure bird impacts are avoided.

Conservation Measure 2: For temporary and permanent habitat restoration/enhancement, use only native and local (when possible) seed and plant stock.

Conservation Measure 3: Consider creating vehicle wash stations prior to entering sensitive habitat areas to prevent accidental introduction of non-native plants.

Conservation Measure 4: Remove invasive/exotic species that pose an attractive nuisance to migratory birds.

Stressor: Artificial Lighting

Conservation Goal: Prevent increase in lighting of native habitats during the bird breeding season.

Conservation Measure 1: To the maximum extent practicable, limit construction activities to the time between dawn and dusk to avoid the illumination of adjacent habitat areas.

Conservation Measure 2: If construction activity time restrictions are not possible, use down shielding or directional lighting to avoid light trespass into bird habitat (i.e., use a 'Cobra' style light rather than an omnidirectional light system to direct light down to the roadbed). To the maximum extent practicable, while allowing for public safety, low intensity energy saving lighting (e.g. low pressure sodium lamps) will be used.

Conservation Measure 3: Minimize illumination of lighting on associated construction or operation structures by using motion sensors or heat sensors.

Conservation Measure 5: Bright white light, such as metal halide, halogen, fluorescent, mercury vapor and incandescent lamps should *not* be used.

Stressor: Human Disturbance

Conservation Goal: Minimize prolonged human presence near nesting birds during construction and maintenance actions.

Conservation Measure 1: Restrict unauthorized access to natural areas adjacent to the project site by erecting a barrier and/or avoidance buffers (e.g., gate, fence, wall) to minimize foot traffic and off-road vehicle uses.

ATTACHMENT #2

Stressor: Collision

Conservation Goal: Minimize collision risk with project infrastructure and vehicles.

Conservation Measure 1: Minimize collision risk with project infrastructure (e.g., temporary and permanent) by increasing visibility through appropriate marking and design features (e.g., lighting, wire marking, etc.).

Conservation Measure 2: On bridge crossing areas with adjacent riparian, beach, estuary, or other bird habitat, use fencing or metal bridge poles (Sebastian Poles) that extend to the height of the tallest vehicles that will use the structure.

Conservation Measure 3: Install wildlife friendly culverts so rodents and small mammals can travel under any new roadways instead of over them. This may help reduce raptor deaths associated with being struck while tracking prey or scavenging road kill on the roadway.

Conservation Measure 4: Remove road-kill carcasses regularly to prevent scavenging and bird congregations along roadways.

Conservation Measure 5: Avoid planting “desirable” fruited or preferred nesting vegetation in medians or Rights of Way.

Conservation Measure 6: Eliminate use of steady burning lights on tall structures (e.g., >200 ft).

Stressor: Entrapment

Conservation Goal: Prevent birds from becoming trapped in project structures or perching and nesting in project areas that may endanger them.

Conservation Measure 1: Minimize entrapment and entanglement hazards through project design measures that may include:

1. Installing anti-perching devices on facilities/equipment where birds may commonly nest or perch
2. Covering or enclosing all potential nesting surfaces on the structure with mesh netting, chicken wire fencing, or other suitable exclusion material prior to the nesting season to prevent birds from establishing new nests. The netting, fencing, or other material must have no opening or mesh size greater than 19 mm and must be maintained until the structure is removed.
3. Cap pipes and cover/seal all small dark spaces where birds may enter and become trapped.

Conservation Measure 2: Use the appropriate deterrents to prevent birds from nesting on structures where they cause conflicts, may endanger themselves, or create a human health and safety hazard.

1. During the time that the birds are trying to build or occupy their nests (generally , between April and August, depending on the geographic location), potential nesting

ATTACHMENT #2

surfaces should be monitored at least once every three days for any nesting activity, especially where bird use of structures is likely to cause take. It is permissible to remove non-active nests (without birds or eggs), partially completed nests, or new nests as they are built (prior to occupation). If birds have started to build any nests, the nests shall be removed before they are completed. Water shall not be used to remove the nests if nests are located within 50 feet of any surface waters.

2. If an active nest becomes established (i.e., there are eggs or young in the nest), all work that could result in abandonment or destruction of the nest shall be avoided until the young have fledged or the nest is unoccupied. Construction activities that may displace birds after they have laid their eggs and before the young have fledged should not be permitted. If the project continues into the following spring, this cycle shall be repeated. When work on the structure is complete, all netting shall be removed and properly disposed of.

Stressor: Noise

Conservation Goal: Prevent the increase in noise above ambient levels during the nesting bird breeding season.

Conservation Measure 1: Minimize an increase in noise above ambient levels during project construction by installing temporary structural barriers such as sand bags

Conservation Measure 2: Avoid permanent additions to ambient noise levels from the proposed project by using baffle boxes or sound walls.

Stressor: Chemical Contamination

Conservation Goal: Prevent the introduction of chemicals contaminants into the environment.

Conservation Measure 1: Avoid chemical contamination of the project area by implementing a Hazardous Materials Plan. For more information on hazardous waste and how to properly manage hazardous waste, see the [EPA Hazardous Waste](#) website.

Conservation Measure 2: Avoid soil contamination by using drip pans underneath equipment and containment zones at construction sites and when refueling vehicles or equipment.

Conservation Measure 3: Avoid contaminating natural aquatic and wetland systems with runoff by limiting all equipment maintenance, staging laydown, and dispensing of fuel, oil, etc., to designated upland areas.

Conservation Measure 4: Any use of pesticides or rodenticides shall comply with the applicable [Federal and State laws](#).

1. Choose [non-chemical](#) alternatives when appropriate
2. Pesticides shall be used only in accordance with their registered uses and in accordance with the manufacturer's instructions to limit access to non-target species.

ATTACHMENT #2

3. For general measures to reducing wildlife exposure to pesticides, see EPA's [Pesticides: Environmental Effects](#) website.

Stressor: Fire

Conservation Goal: Minimize fire potential from project-related activities.

Conservation Measure 1: Reduce fire hazards from vehicles and human activities (e.g., use spark arrestors on power equipment, avoid driving vehicles off road).

Conservation Measure 2: Consider fire potential when developing vegetation management plans by planting temporary impact areas with a palette of low-growing, sparse, fire resistant native species that meet with the approval of the County Fire Department and local FWS Office.

APPENDIX I

Standard Protection Measures for the Eastern Indigo Snake



Grounded in Excellence

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE U.S. Fish and Wildlife Service

March 23, 2021

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov; Georgia Field Office: gaes_assistance@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or approval from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11 x 17in or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat.

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These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida and Georgia. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas and often move seasonally between upland and lowland habitats, particularly in the northern portions of its range (North Florida and Georgia). Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Reliance on xeric sandhill habitats throughout the northern portion of the range in northern Florida and Georgia is due to the dependence on gopher tortoise burrows for shelter during winter. Breeding occurs during October through February. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. Taking of eastern indigo snakes is prohibited by the Endangered Species Act without a permit is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes. ^
- Immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicants designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office: (904) 731-3336

Panama City Field Office: (850) 769-0552

South Florida Field Office: (772) 562-3909

Georgia Field Office: (706) 613-9493

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5 x 11in paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC or GADNR websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

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2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicants designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ROLKELRAY, LLC
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
JUNE 2024

Prepared By:

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

ATTACHMENT #2

Small Scale Comprehensive Plan Amendment Rolkelray, LLC

Executive Summary

The proposed small scale comprehensive plan amendment consists of 4.54 ± acres (Alternate Key #'s 1447178, 1447160, and 1447127) and is located south of Limit Avenue and west of US Highway 441 (Figures 1 and 2). The site is also located within the City's Utility Service Area and the Joint Planning Area.

The site is designated as Regional Commercial on the Lake County Future Land Use Map (Figure 3). It is proposed to designate the site as City of Mount Dora Commercial (Figure 4). The Lake County Regional Commercial category allows for a floor area ratio (FAR) of 3.0 and an impervious surface ratio (ISR) of 0.75 per Lake County FLU Policy 1-1.3.7. This category allows for a variety of commercial uses, office and limited light industrial uses which occur within an enclosed building. Multi-family is allowed at 1 MF du per 10,000 SF of commercial space. Under this category the maximum development scenario results in 593,287 square feet of commercial and a maximum multi-family residential of 59 units (Table 1).

The proposed Commercial land use allows a maximum FAR of .25 pursuant to FLU Objective 4, Policy (g)(6) (Table 1). This category allows residential uses in association with commercial uses at a maximum of 12 units per acre. Under this category the maximum development scenario results in 49,440 square feet of commercial and a maximum multi-family residential of 54 units (Table 1). The net result is a reduction of 543,847 square feet of commercial and a reduction of 5 residential units.

Surrounding land uses in the vicinity include Lake County Regional Office, City of Mount Dora Commercial, City of Mount Dora Office, and City of Mount Dora Public Lands. The proposed amendment is compatible with the existing adjacent land uses and would result in an orderly and logical development pattern.

Direction	Future Land Use	Zoning	Current Use
North	City Commercial	C-3	Undeveloped
South	County Regional Commercial	C-1	Undeveloped
East	County Regional Commercial City Office and PLI	C-1, OP, PLI	Professional Offices, Church
West	County Regional Commercial	C-1	Store/Residence and Undeveloped

ATTACHMENT #2

Potable Water Analysis

The subject property is within the City of Mount Dora Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Water Use Permit (permit no. 50147-9) as issued by the St. Johns River Water Management District (SJRWMD). This permit, which expires in August 2035, allows for a combined annual withdrawal from the Floridian Aquifer of 5.4 mgpd (annual average).

The City has a current available capacity of 2.13 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 2.05 mgpd.

Sanitary Sewer Analysis

The City of Mount Dora currently owns, operates, and maintains a central sanitary sewer system. The City has a current available capacity of 1.26 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 1.18 mgpd.

Solid Waste Analysis

The City of Mount Dora's solid waste level of service is 7.1 lbs per day per capita. The City's solid waste is provided by a private contractor. It is estimated that the proposed commercial development will generate 35 employees; therefore, the proposed amendment is estimated to generate 249 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

A trip generation analysis was conducted on the proposed land use and existing land use. Results of the analysis indicate that the proposed amendment will reduce traffic impacts and will be a reduction of 1,807 daily trips and will not degrade the existing levels of service.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Retail > 40 K	49.4 KSF	821	4,668	446	214	232
Multi-family	54	220	421	44	28	16
TOTAL GROSS TRIPS (PROPOSED)			5,089	490	242	248

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Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Business Park	539.2 KSF	770	6,442	642	167	475
Multi-family	59 units	220	454	46	29	17
TOTAL GROSS TRIPS (EXISTING)			6,896	688	196	492

Net Difference (Proposed Total Trip Generation Minus Existing Total Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-198	+46	-244

Environmental Analysis

The topography of the site ranges from a high of 170' NGVD to a low of 165' NGVD (Figure 5). The soils onsite consist of Myakka (Figure 6). An environmental constraints map indicates that no wetlands, water bodies, or 100-year flood areas are onsite (Figure 7).

An environmental assessment was conducted by Universal Engineering Sciences (Appendix B). Results of the survey indicate that no protected species or wetlands were observed onsite. Should protected species occur onsite, appropriate regulatory permits will be required prior to development.

Cultural Resources

Review of the Florida master file search indicates that there are not historical or cultural resources on the subject site (Appendix C).

Comprehensive Plan Compliance

The proposed amendment is in compliance with the Comprehensive Plan. The analysis presented above demonstrates compliance and results in a reduction of impacts. The amendment is consistent with future land use policies, among others as indicated below:

Future Land Use

FLU Objective 2, Policy a	Level of Service standards for public services and facilities
FLU Objective 4, Policy d	Require all zoning to be consistent with land use designation
FLU Objective 4, Policy e	Allow non-residential uses in residential areas
FLU Objective 4, Policy (g)(6)	Commercial (C-1)
FLU Objective 6, Policy (b)(c)(d)	Compact Growth

The Commercial land use designation will provide for orderly growth and development at a scale and

ATTACHMENT #2

character consistent with the US Highway 441 corridor and consistent with the comprehensive plan planning principles and land development regulations. The amendment will also further the City's goals in providing commercial needs through 2045.

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Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Net Change in Development Potential
Rokelray, LLC	4.54 +/-	Regional Commercial	3.0 FAR (593,287 SF) 59 MF Units Residential – 1 unit per 10,000 SF	Commercial .25 FAR (49,440 SF) 12 units/acre 54 MF Units	-543,847 SF - 5 MF Units
TOTAL	4.54 +/-				-543,847 SF - 5 MF Units

Existing Regional Commercial – 3.0 FAR pursuant to FLU Policy 1-1.3.7

Proposed Commercial –0.25 FAR pursuant to FLU Objective 4, Policy (g)(6)

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Table 2 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						2.13 mgpd
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial 0.25 FAR	49,440 SF 54 MF Units	0.08	
						2.05 mgpd

Water demand was calculated at 350 gallons per ERU pursuant to City's LOS standard.
Commercial based on 60,000 gallons per day as an average

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Table 3 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	WasteWater Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						1.26
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial – C1 0.25 FAR	49,440 SF 54 MF Units	0.08	
						1.18 mgpd

Wastewater demand calculated at 300 gallons per ERU pursuant to the City's LOS standard.

Commercial based on 60,000 gallons per day as an average

Figure 1

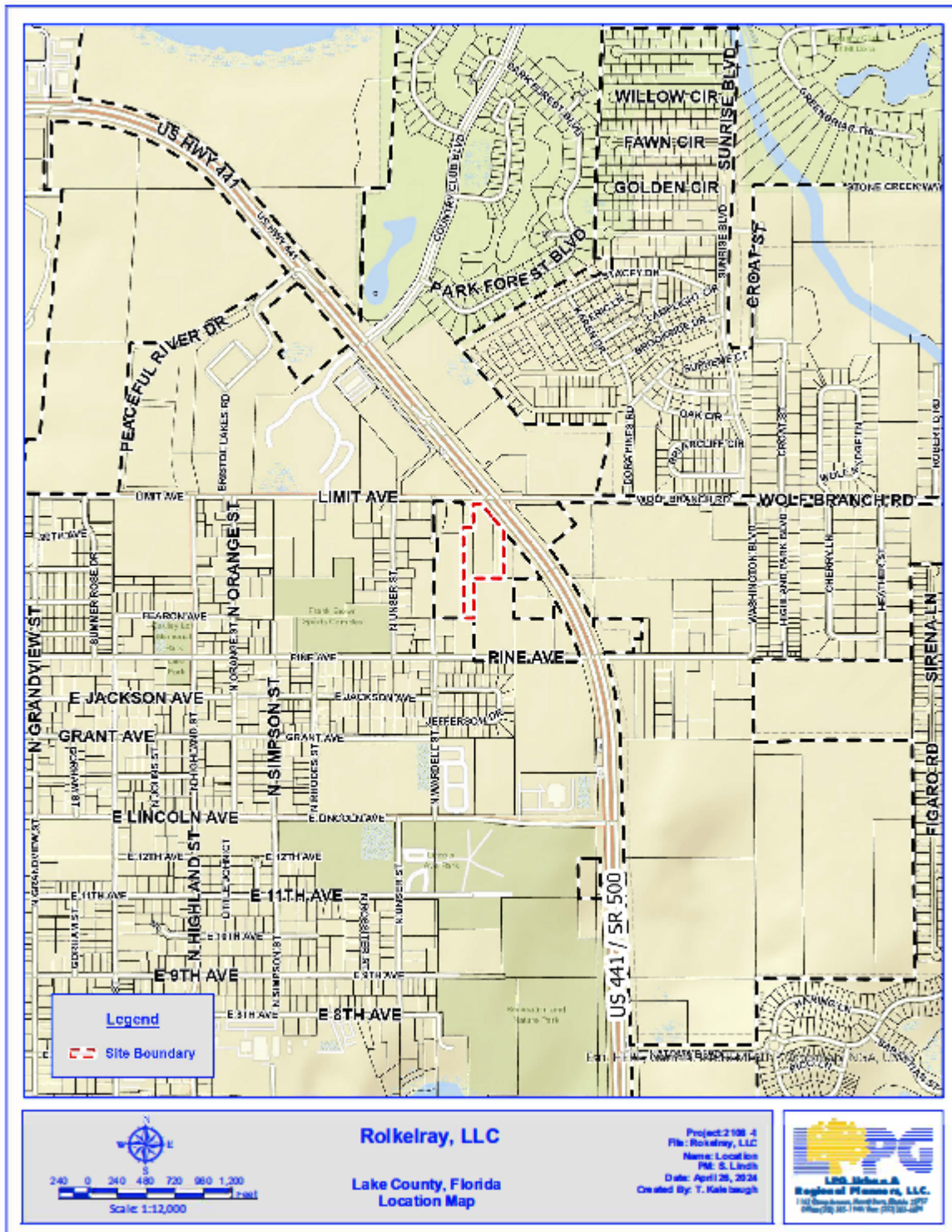


Figure 2

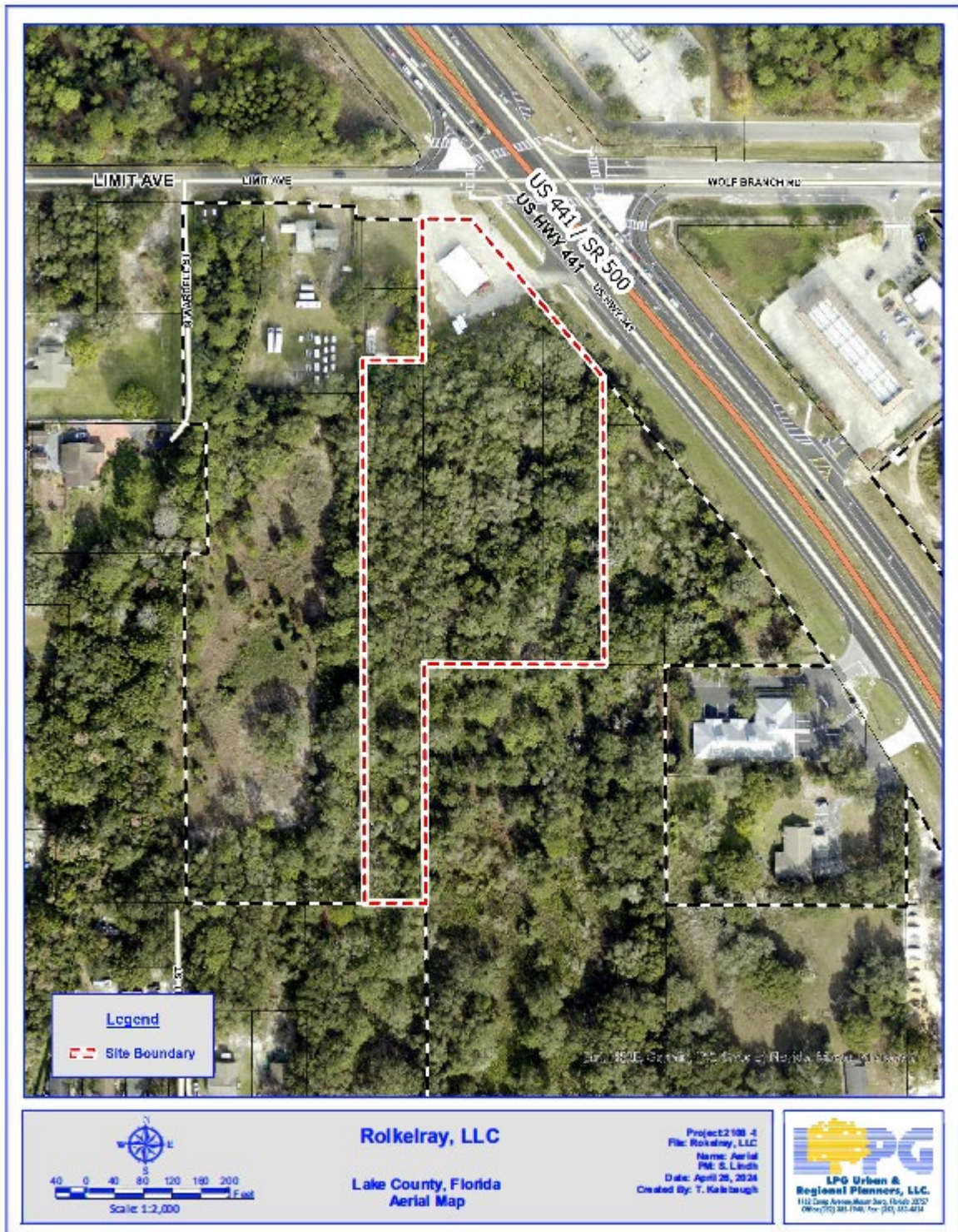


Figure 3

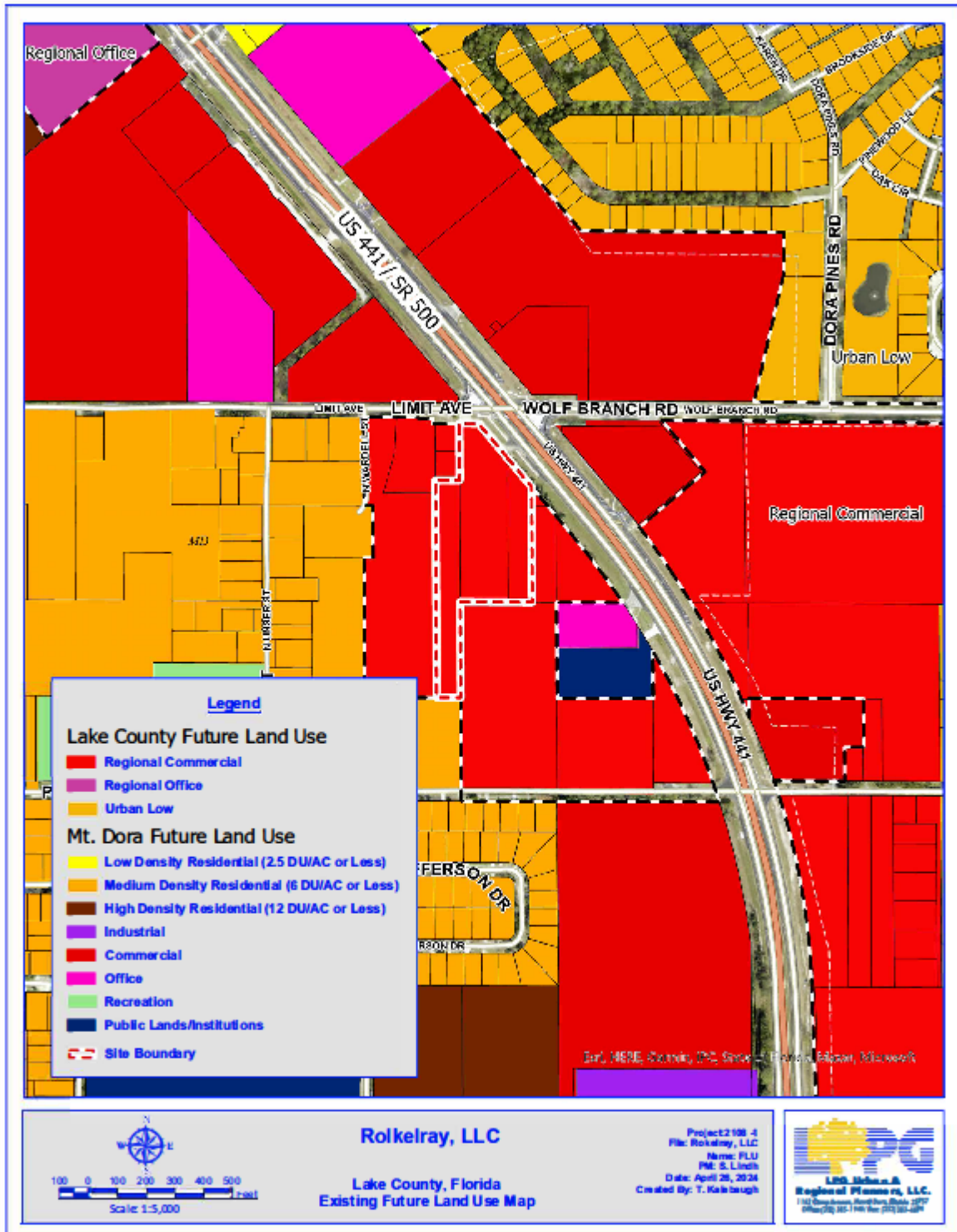


Figure 4

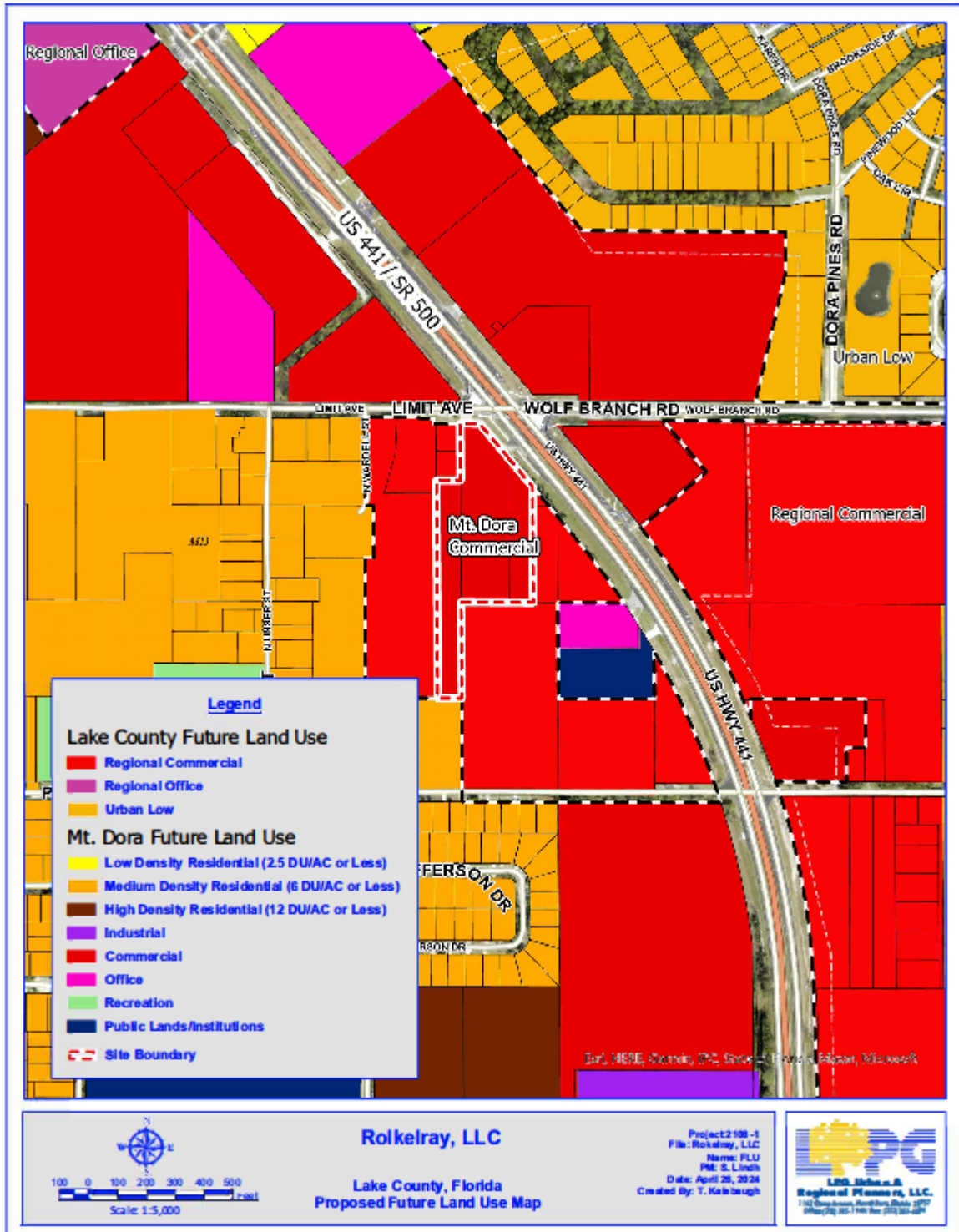


Figure 5



Figure 6



Figure 7



ATTACHMENT #2

APPENDIX A

See Attached Walsh Traffic Engineering TIA

ATTACHMENT #2

APPENDIX B

See Attached Universal Environmental Assessment

APPENDIX C

Heather Urwiller

From: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Sent: Wednesday, May 1, 2024 3:55 PM
To: Sherie Lindh
Subject: RE: Master File Search
Attachments: Template_102.pdf

You don't often get email from eman.vovsi@dos.fl.gov. [Learn why this is important](#)

Conducted; no cultural resources detected

From: Sherie Lindh <sherie@lpgurp.com>
Sent: Wednesday, May 1, 2024 1:55 PM
To: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Cc: Michael <MichaelR@lpgurp.com>
Subject: Master File Search

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon,

Can you please conduct a search of the master file. The subject 4.54 ± acre site is located within Section 29, Township 19, Range 27, Lake County, Florida (See attached). The site is located west of US Highway 441 and south of Liberty Ave. Should you have any questions, please contact our office.

Thanks,
Sherie







CITY OF
MOUNT
DORA

FLUM24-01

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

E-mail: plandev@cityofmoundora.com

**FUTURE LAND USE MAP
AMENDMENT SMALL-SCALE
(50 ACRES OR LESS) APPLICATION**

Date : May 28, 2024 Project Name: Ironcrest Capital, LLC

1. Applicant's Name: Michael Rankin, Managing Member
Company's Name: LPG Urban and Regional Planners, LLC
Address: 1162 Camp Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: 352-385-1940 E-mail: MichaelR@lpgurp.com

2. Owner's Name: Roland Magyar, Member
Company's Name: Rolkelray, LLC
Address: 635 E Livingston St.
City, State & Zip: Orlando, FL 32803
Phone: 407-446-6537 E-mail: rmagyar@att.net

3. The property generally located and list adjacent streets: West of US Hwy. 441 and south of Limit Ave.

4. The address(s) of the property: US Highway 441

5. Size of property in Acres: 4.54 Square Feet: 197,762

6. Current Zoning District: Lake County Neighborhood Commercial (C-1)

7. Requested Zoning District: City of Mount Dora Neighborhood Commercial (C-1)
(Separate application required for change in zoning district)

8. Future Land Use Category : Regional Commercial

9. Requested Future Land Use Category: Commercial

ATTACHMENT #2

10. Present use and structures on the property (list number of residential dwelling units):

Vacant

11. Building Size Existing: **N/A** Proposed: _____

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	County	Regional Commercial	C-1	Undeveloped
East	County/City	Regional Commercial/Office/Pub	C-1/OP/PLI	Professional Offices, Church
West	County	Regional Commercial	C-1	Store/Residence and Undeveloped

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):

Vacant

14. Proposed use of property: **Neighborhood Commercial Uses**

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

Objective 1(4)(g)(6)

16. State the reason for this request: **Annexation requires assigned land use**

Commercial land use is compatible with existing and proposed land use

17. Describe changed condition justifying the amendment: **Annexation**

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: **See attached**

19. Describe the extent to which the proposed amendment is compatible with existing land uses: **Existing land uses are regional commercial, commercial, office and public lands. The proposed land use is commercial which is consistent with adjacent land uses whether within the city or county**

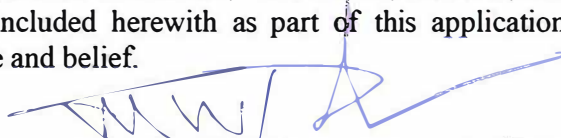
ATTACHMENT #2

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: See Attached
21. Describe the extent of environmental impacts on the resources of proposed amendment:
See Attached
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: Urban development with centralized utilities are available and the site would be
considered infill development and results in an orderly and logical development pattern as the area is designated as Commercial

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Michael Rankin, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.



Signature of Applicant

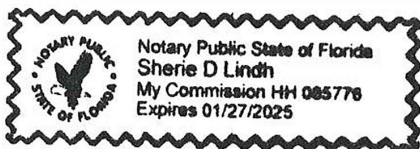
Michael Rankin

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 19th day of June
2024 by Michael Rankin who is personally known to me or who has
produced _____ as identification and who did _____ or did
not ☒ take an oath.

SEAL:





Notary Public

Sherie D. Lindh

Print or Type Name

SUBMITTAL CHECKLIST

Collate submittal requirements into four (4) individual packages (includes one original package). Also, provide electronic copies (PDF) of the application and all support documents listed below (copied to a CD). [Incomplete submittals will not be accepted]

The following items must be submitted:

1. Application Fee: **\$2,500.00**

*Resubmittal Fee: If substantial revisions are required as determined by the development review committee, all planning, zoning, and development applications shall be submitted within 60 days from the development review committee meeting at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city review.

Additional costs incurred by the city engineer, city attorney, or outside consultants shall be billed directly to the applicant.

2. Completed application (signed and notarized affidavit)
3. List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Lake County Property Appraisers. Provide written list (see attached) and provide list in Excel Spread Sheet Format and copy Excel spread sheet to CD with submittal packet.
4. The Property Card(s) from the Lake County Property Appraiser's office.
5. Both County and City Future Land Use and Zoning Maps.
6. Proof of ownership (warranty deed or title certificate).
7. Boundary Survey signed and sealed (recent, accurate survey showing all existing improvements on the property and certified by the surveyor, drawn to engineering scale). Plus seven (1) extra copies of the boundary survey for the remaining packets. Include one reduced survey copy not larger than 11" x 17" paper size, if the original survey is prepared on a large size paper.
8. Legal description of the property to be annexed in MS Word format (include in CD or email to staff).
9. Provide method of providing services including water, sewer, roads, and drainage.
10. Provide justification for the proposal in relation to the Comprehensive Plans of the City and the County.
11. Owner authorization letter, notarized from the owner(s), designating the applicant/party to act on their behalf.

ATTACHMENT #2

12. Two (2) copies of Traffic Impact Analysis, signed and sealed. Plus a PDF copy to CD.

PROCEDURES

1. Application Submittal Due Date: Completed application form with support documents must be submitted on or before the first Monday on any month.

***** Incomplete submittals will not be accepted*****

2. Following complete submittal, the application will be scheduled for the next available Development Review Committee (DRC) meeting for review and comment.
3. Following DRC review, the application will be forwarded to the Local Planning Agency (LPA) for review and recommendation at their next available meeting.
4. The LPA will review the application and make recommendations to the City Council at their next available meeting.
5. The City Council shall review the application and all pertinent recommendations and hold hearing for second reading, if action is taken.
6. The City Council approves or disapproves proposed amendment.
7. Amendments become effective 31 days after final action, provided that the amendment is not challenged in a timely manner.

7/7/2021

SURROUNDING OWNERS LIST

List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Property owners obtained from the Lake County Property Appraisers web site. Provide a written list (see below). Also provide the owners list in Excel Spread Sheet Format and copy to CD with submittal packet.

See Attached List

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Name

Address

City State Zip

Note: Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices over 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing. Such cost shall be billed directly to the applicant.

ATTACHMENT #2

ROLKELRAY, LLC ADJACENT PROPERTY OWNERS

Rokel, Inc.
1541 Sunset Circle
Mount Dora, FL 32757-953

Christopher Shipley, PA
2110 US Highway 441
Mount Dora, FL 32757

Robert Scott
2060 Highland Park Blvd.
Mount Dora, FL 32757

Elbert Harris
1309 Golf Point Loop
Apopka, FL 32712

Lueberthay McGee
2056 NW 55th Blvd., Apt B 11
Gainesville, FL 32653

Sharon Johnson
1720 N Unser St.
Mount Dora, FL 32757

Willaim Farmer
1 Savannah Square Dr., Unit 81
Savannah, GA 31406

Silvia Harris
2020 N Unser St.
Mount Dora, FL 32757

Army of Christ
P.O. Box 677
Mount Dora, FL 32756-0677

Samantha Tyler
1501 E. Pine Ave.
Mount Dora, FL 32757

CFL-SFR, LLC
7958 Via Dellagio Way, Ste 304
Orlando, FL 32819

Keda Properties
433 Lime Ave.
Daytona Beach, FL 32124

Albert Larry
1999 N. Wardell St.
Mount Dora, FL 32757

AJK, Inc.
P.O. Box 1751
Apopka, FL 32704-175

ARC LWAUGGA001, LLC
11995 EL Camino Real
San Deigo, CA 92130-253

Dora Pines Land Trust
3600 N Highway 19A
Mount Dora, FL 32757-342

Racetrac Petroleum, Inc.
P.O. Box 2437
Smyrna, GA 30081-243

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447127
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001- 000-01200
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/4 OF NW 1/4 OF NE 1/4 OF NE 1/4, S OF HWY ORB 6291 PG 1117		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		11162.000	Square Feet	\$89,140.00	\$89,140.00
2	VACANT COMMERCIAL (1000)	0	0		26582.000	Square Feet	\$28,305.00	\$28,305.00
Click here for Zoning Info ⓘ				FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
1121 / 2403	07/1991	Warranty Deed	Qualified	Vacant	\$32,800.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 3, 2024 City Council Regular Session Agenda Packet

Page 1013 of 1115

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$117,445	\$117,445	\$117,445	5.0364	\$591.50
SCHOOL BOARD STATE	\$117,445	\$117,445	\$117,445	3.2080	\$376.76
SCHOOL BOARD LOCAL	\$117,445	\$117,445	\$117,445	2.9980	\$352.10
LAKE COUNTY WATER AUTHORITY	\$117,445	\$117,445	\$117,445	0.2940	\$34.53
NORTH LAKE HOSPITAL DIST	\$117,445	\$117,445	\$117,445	0.1500	\$17.62
ST JOHNS RIVER FL WATER MGMT DIST	\$117,445	\$117,445	\$117,445	0.1793	\$21.06
LAKE COUNTY MSTU STORMWATER	\$117,445	\$117,445	\$117,445	0.4957	\$58.22
LAKE COUNTY MSTU AMBULANCE	\$117,445	\$117,445	\$117,445	0.4629	\$54.37
LAKE COUNTY VOTED DEBT SERVICE	\$117,445	\$117,445	\$117,445	0.0918	\$10.78
LAKE COUNTY MSTU FIRE	\$117,445	\$117,445	\$117,445	0.5138	\$60.34
				Total: 13.4299	Total: \$1,577.28

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447160
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001-000-01300
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	20010 US HIGHWAY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4 OF NE 1/4 ORB 6291 PG 1171		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		39075.000	Square Feet	\$312,053.00	\$312,053.00
2	VACANT COMMERCIAL (1000)	0	0		57725.000	Square Feet	\$61,466.00	\$61,466.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	02/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Improved	\$1.00
737 / 951	04/1979	Personal Rep Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

ATTACHMENT #2

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$373,519	\$373,519	\$373,519	5.0364	\$1,881.19
SCHOOL BOARD STATE	\$373,519	\$373,519	\$373,519	3.2080	\$1,198.25
SCHOOL BOARD LOCAL	\$373,519	\$373,519	\$373,519	2.9980	\$1,119.81
LAKE COUNTY WATER AUTHORITY	\$373,519	\$373,519	\$373,519	0.2940	\$109.81
NORTH LAKE HOSPITAL DIST	\$373,519	\$373,519	\$373,519	0.1500	\$56.03
ST JOHNS RIVER FL WATER MGMT DIST	\$373,519	\$373,519	\$373,519	0.1793	\$66.97
LAKE COUNTY MSTU STORMWATER	\$373,519	\$373,519	\$373,519	0.4957	\$185.15
LAKE COUNTY MSTU AMBULANCE	\$373,519	\$373,519	\$373,519	0.4629	\$172.90
LAKE COUNTY VOTED DEBT SERVICE	\$373,519	\$373,519	\$373,519	0.0918	\$34.29
LAKE COUNTY MSTU FIRE	\$373,519	\$373,519	\$373,519	0.5138	\$191.91
				Total:	Total:
				13.4299	\$5,016.31

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	ROLKELRAY LLC	Alternate Key:	1447178
Mailing Address:	635 E LIVINGSTON ST ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ⓘ	29-19-27-0001- 000-01401
		Millage Group and City:	0002 Unincorporated
		2023 Total Certified Millage Rate:	13.4299
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	N WARDELL ST MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 83.5 FT OF N 3/4 OF W 1/4 OF NE 1/4 OF NE 1/4--LESS N 244.17 FT- - ORB 6291 PG 1117		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		1.460	Acre	\$16,060.00	\$16,060.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 1117	03/2024	Warranty Deed	Unqualified	Vacant	\$100.00
5927 / 1937	12/2021	Trustees Deed	Unqualified	Vacant	\$100.00
5107 / 1930	03/2018	Warranty Deed	Unqualified	Vacant	\$100.00
4516 / 892	08/2014	Warranty Deed	Unqualified	Vacant	\$100.00
895 / 973	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
895 / 971	10/1986	Personal Rep Deed	Unqualified	Vacant	\$1.00
737 / 951	12/1979	Personal Rep Deed	Unqualified	Vacant	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

September 3, 2024 City Council Regular Session Agenda Packet

Page 1019 of 1115

ATTACHMENT #2

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

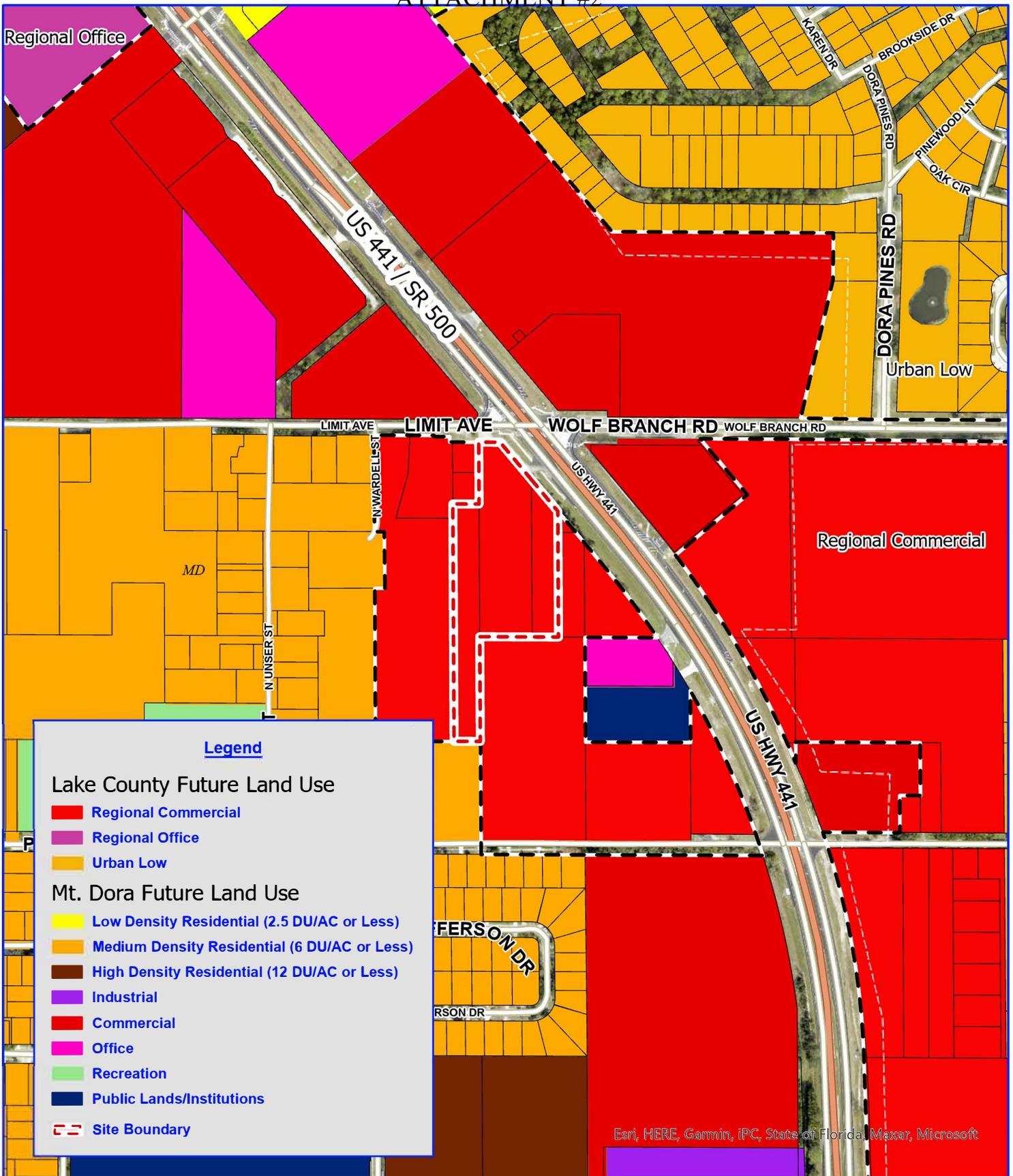
Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$16,060	\$16,060	\$16,060	5.0364	\$80.88
SCHOOL BOARD STATE	\$16,060	\$16,060	\$16,060	3.2080	\$51.52
SCHOOL BOARD LOCAL	\$16,060	\$16,060	\$16,060	2.9980	\$48.15
LAKE COUNTY WATER AUTHORITY	\$16,060	\$16,060	\$16,060	0.2940	\$4.72
NORTH LAKE HOSPITAL DIST	\$16,060	\$16,060	\$16,060	0.1500	\$2.41
ST JOHNS RIVER FL WATER MGMT DIST	\$16,060	\$16,060	\$16,060	0.1793	\$2.88
LAKE COUNTY MSTU STORMWATER	\$16,060	\$16,060	\$16,060	0.4957	\$7.96
LAKE COUNTY MSTU AMBULANCE	\$16,060	\$16,060	\$16,060	0.4629	\$7.43
LAKE COUNTY VOTED DEBT SERVICE	\$16,060	\$16,060	\$16,060	0.0918	\$1.47
LAKE COUNTY MSTU FIRE	\$16,060	\$16,060	\$16,060	0.5138	\$8.25
				Total: 13.4299	Total: \$215.67

Exemptions Information**This property is benefitting from the following exemptions with a checkmark ✓**

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.
Site Notice



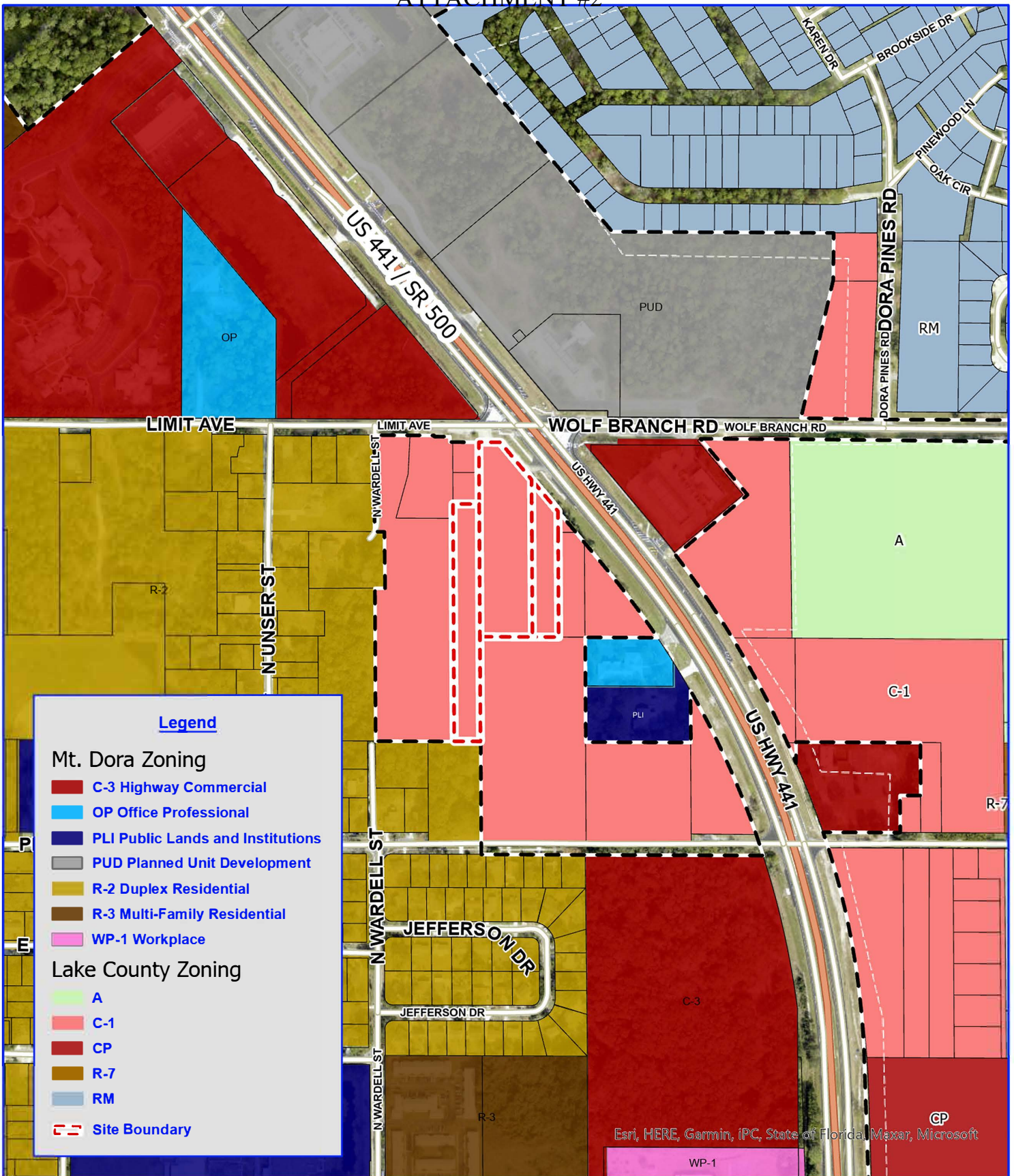
100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Rolkelray, LLC

**Lake County, Florida
Existing Future Land Use Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: FLU
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





Esri, HERE, Garmin, IPC, State of Florida, Maxar, Microsoft



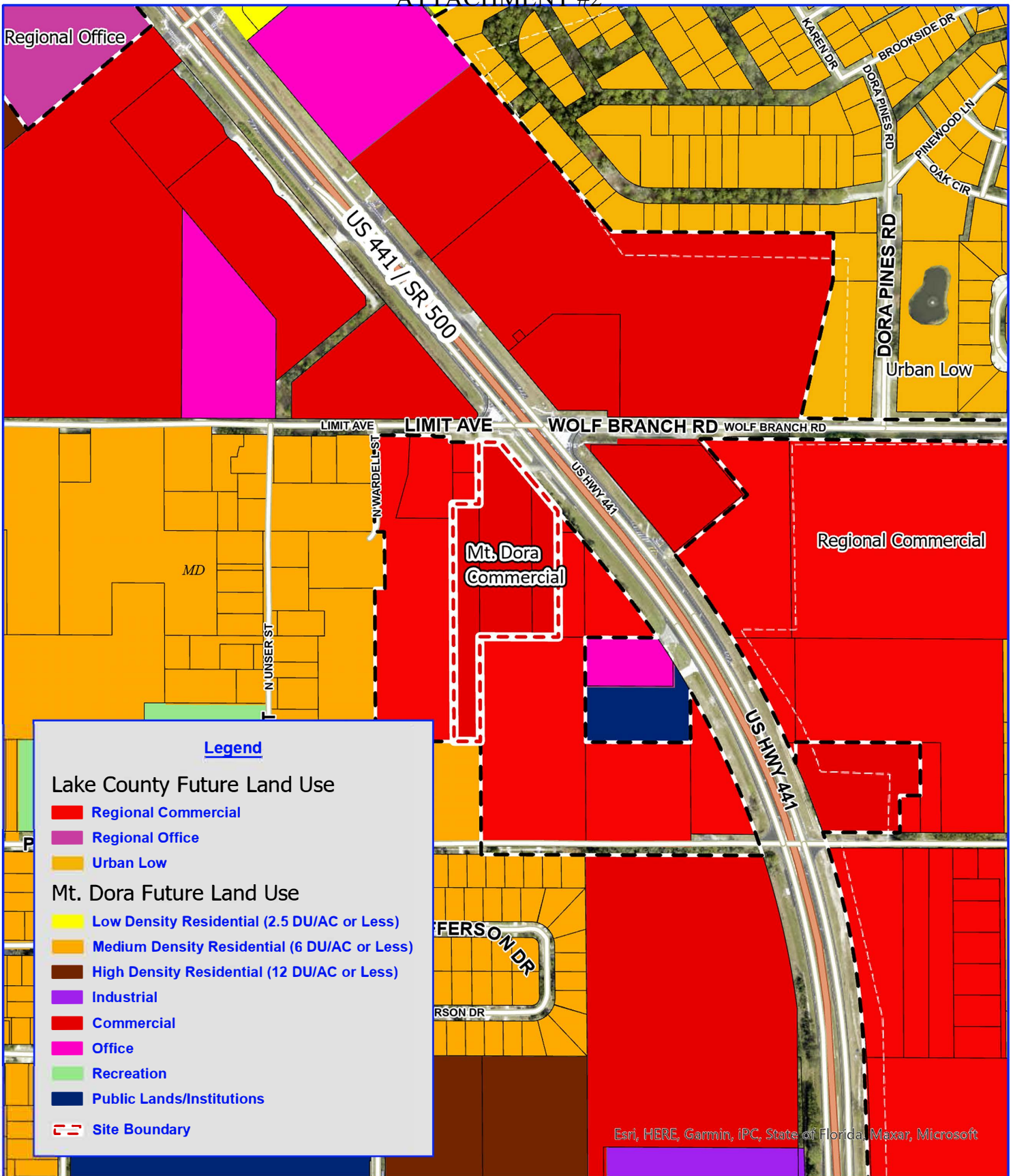
100 0 100 200 300 400 500 Feet
Scale: 1:5,000

Rolkelray, LLC

**Lake County, Florida
Existing Zoning Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: Zoning
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





Esri, HERE, Garmin, IPC, State of Florida, Maxar, Microsoft



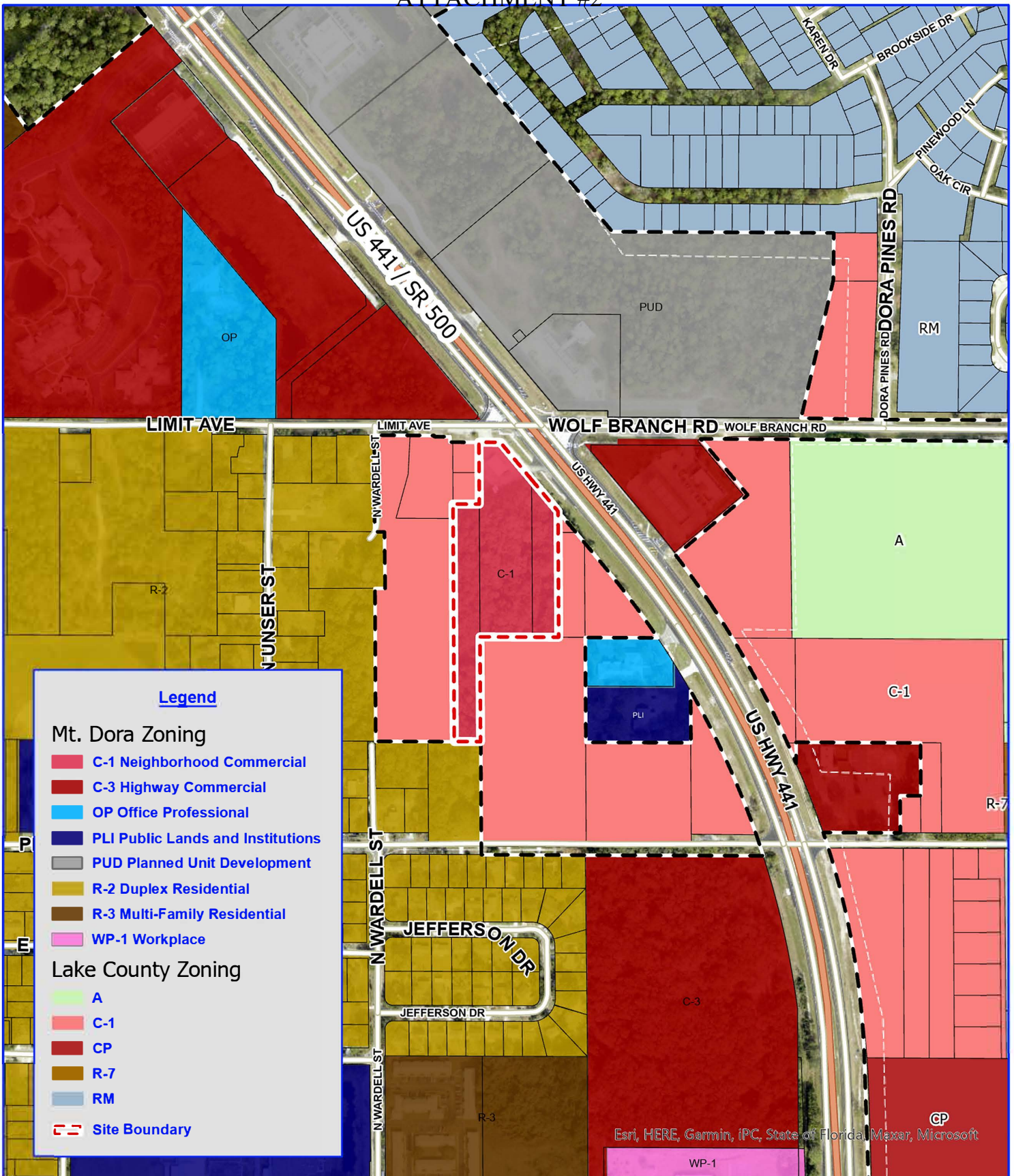
Scale: 1:5,000

Rolkelray, LLC

Lake County, Florida
Proposed Future Land Use Map

Project: 2108 -1
File: Rolkelray, LLC
Name: FLU
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh





100 0 100 200 300 400 500
Feet
Scale: 1:5,000

Rolkelray, LLC

**Lake County, Florida
Proposed Zoning Map**

Project: 2108 -1
File: Rolkelray, LLC
Name: Zoning
PM: S. Lindh
Date: April 26, 2024
Created By: T. Kalebaugh



This Warranty Deed was prepared by)
Matthew T. Wasinger, Esquire*)
Wasinger Law Office, PLLC)
605 E. Robinson, Suite 730)
Orlando, FL 32801)
Fla. Bar No.: 57873)
Send future tax bills to:)
635 E. Livingston St.)
Orlando, FL 32803) *This space is for recording use only.*

Warranty Deed

**Deed prepared without benefit of title*

THIS WARRANTY DEED, made February 27, 2024, between **Roland D. Magyar, a married man, Individually, and Roland D. Magyar and Kelly M. Magyar, as co-Trustees of the Magyar Family Revocable Trust dated March 16, 2018** (Grantor(s)) with an address of 635 E. Livingston St., Orlando, FL 32803, in consideration of \$1.00 and other good and valuable consideration to Grantor paid, the receipt of which is acknowledged, does hereby remise, grant, bargain, sell, alien, release, convey and confirm to **ROLKELRAY LLC, a Florida Limited Liability Corporation**("Grantees"), with an address of 635 E. Livingston St., Orlando, FL 32803, all right, title and interest of Grantor, if any, in and to the following real estate:

Legal Descriptions:

Parcel 1: THAT PART OF THE WEST 1/2 OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF U.S. HIGHWAY 441.

Parcel Identification Number: 29-19-27-0001-0000-1200

Parcel 2: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA. Parcel Identification Number: 29-19-27-0001-0000-1300

Parcel 3: THE EAST 83.5 FEET OF THE NORTH 3/4 OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, EXCEPT THAT PORTION SOLD TO WILLIE BURNS AND FLORENCE BURNS, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 232, PAGE 222, AND EXCEPT THAT PORTION SOLD TO AMOS RANSON AND MAGGIE RANSON, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 276, PAGE 570. Parcel Identification Number: 29-19-27-0001-0000-1401

TO HAVE AND TO HOLD the same, together with all singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the first party, either in law or in equity, to the only proper use, benefit, and behalf of the second party forever. Subject to real estate taxes and assessments for the current year and subsequent years. Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any, and also to

ATTACHMENT #2

applicable zoning, land use and other laws and regulations, as well as all terms, provisions, conditions, rights, privileges, obligations, easements, and liens set forth and contained in the PLAN, and all interests therein referred to as may be subsequently amended.

TO HAVE AND TO HOLD the same in fee simple AND grantors covenant with grantees that grantor has good right and lawful authority to convey the land; that grantors fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever. Grantors represent and covenants that the land does NOT constitute their homestead under the constitution of the State of Florida.

Representations of Trustee. I represent to you that: a) I/We am/are duly appointed and qualified to act as Trustee under the Trust Identified in paragraph 1; b) in all things preliminary to and in and about this conveyance of the Real Property, the terms and conditions of such Trust have been met; and c) I/We have the power and authority to execute this Deed.

**Pursuant to Florida Administrative Rule 12B-4.013(21) there is no outstanding mortgage, and as such, no documentary stamp taxes are due or owing on same.*

IN WITNESS WHEREOF, this Warranty Deed is executed under seal on February 27, 2024. Signed, sealed and delivered in the presence of:

Carol Ann Justice
WITNESS Signature

Witness: Carol Ann Justice

Address:

605. E. Robinson St. Suite 730
Orlando, FL 32801

Erin L.E. Taddei
WITNESS Signature

Witness: Erin L.E. Taddei

Address:

605. E. Robinson St. Suite 730
Orlando, FL 32801

GRANTOR

Roland D. Magyar
Roland D. Magyar, Individually, and as co-Trustee of the Magyar Family Trust Dated March 16, 2018
Address: 635 E. Livingston St., Orlando, FL 32803

GRANTOR

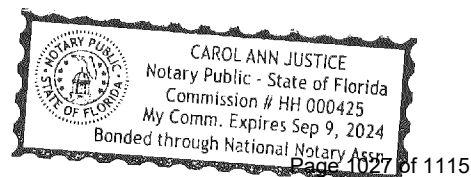
Kelly M. Magyar
Kelly M. Magyar, Co-Trustee of the Magyar Family Trust Dated March 16, 2018
Address: 635 E. Livingston St., Orlando, FL 32803

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this February 27, 2024, a Notary Public in and for the above state and county, personally appeared **Roland D. Magyar, Individually, and Roland D. Magyar and Kelly M. Magyar, as co-Trustees of the Magyar Family Revocable Trust dated March 16, 2018**, who is/are Personally known FL DL or produced identification ✓ (Type of Identification Produced FL DL) and proved to be the person(s) named in, and who executed the foregoing instrument, and being first duly sworn and subscribed, such person(s) acknowledged that they executed said instrument for the purposes therein contained as their free and voluntary act and deed.

Carol Ann Justice
NOTARY PUBLIC

My Commission Expires: _____



**Electronic Articles of Organization
For
Florida Limited Liability Company**

L24000078347
FILED 8:00 AM
February 13, 2024
Sec. Of State
tjhowell

Article I

The name of the Limited Liability Company is:

ROLKELRAY LLC

Article II

The street address of the principal office of the Limited Liability Company is:

635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

The mailing address of the Limited Liability Company is:

635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

Article III

The name and Florida street address of the registered agent is:

ROLAND D MAGYAR
635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: /S/ROLAND D. MAGYAR

Article IV

The name and address of person(s) authorized to manage LLC:

Title: AMBR
ROLAND D MAGYAR
635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

Title: AMBR
KELLY M MAGYAR
635 E. LIVINGSTON ST.
ORLANDO, FL. 32803

L24000078347
FILED 8:00 AM
February 13, 2024
Sec. Of State
tjhowell

Article V

The effective date for this Limited Liability Company shall be:

02/13/2024

Signature of member or an authorized representative

Electronic Signature: /S/MATTHEW WASINGER

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ROLKELRAY LLC

Filing Information

Document Number	L24000078347
FEI/EIN Number	NONE
Date Filed	02/13/2024
Effective Date	02/13/2024
State	FL
Status	ACTIVE

Principal Address

635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Mailing Address

635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Registered Agent Name & Address

MAGYAR, ROLAND D
635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Authorized Person(s) Detail

Name & Address

Title AMBR

MAGYAR, ROLAND D
635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Title AMBR

MAGYAR, KELLY M
635 E. LIVINGSTON ST.
ORLANDO, FL 32803

Annual Reports

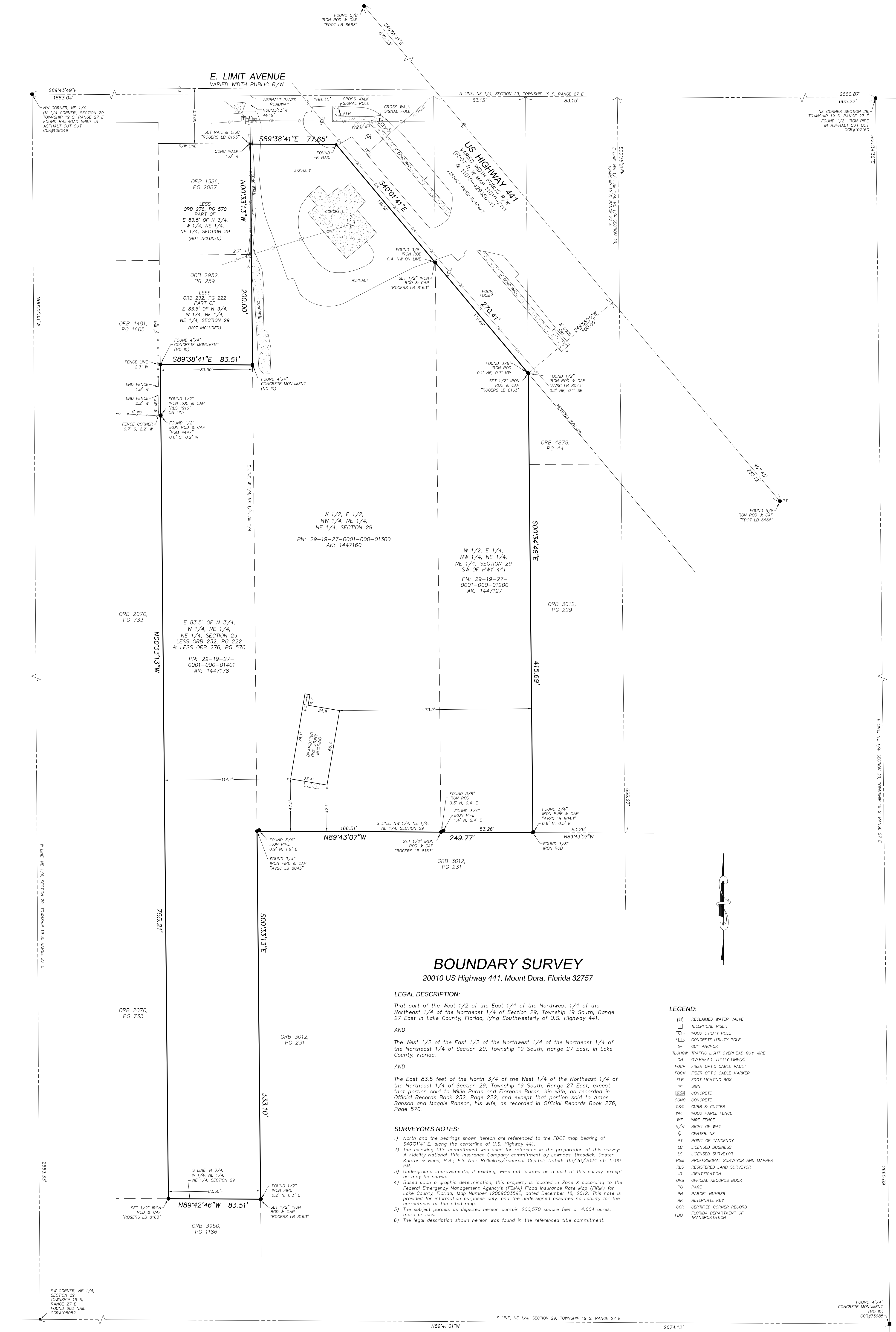
No Annual Reports Filed

Document Images

[02/13/2024 -- Florida Limited Liability](#)

View image in PDF format

Florida Department of State, Division of Corporations



BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'1"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CU CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- W SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- C CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

ROGERS SURVEYING
AND MAPPING, INC. ♦ 352-735-8734
357 E 7TH AVE, MOUNT DORA, FL 32757 ♦ LB 8163

SURVEY DATE: 04/15/2024 FIELD BY: P. MUNSCH
SCALE: 1" = 40' DRAWN BY: L. GRIFFIN
PROJECT ID: RS-3206
FILE NAME: 29-19-27_20010USHWY441_RS-3206

SCALE: 40 0 20 40 80
1" = 40'

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.



ROLKELRAY, LLC
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
JUNE 2024

Prepared By:

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

ATTACHMENT #2

Small Scale Comprehensive Plan Amendment Rolkelray, LLC

Executive Summary

The proposed small scale comprehensive plan amendment consists of 4.54 ± acres (Alternate Key #'s 1447178, 1447160, and 1447127) and is located south of Limit Avenue and west of US Highway 441 (Figures 1 and 2). The site is also located within the City's Utility Service Area and the Joint Planning Area.

The site is designated as Regional Commercial on the Lake County Future Land Use Map (Figure 3). It is proposed to designate the site as City of Mount Dora Commercial (Figure 4). The Lake County Regional Commercial category allows for a floor area ratio (FAR) of 3.0 and an impervious surface ratio (ISR) of 0.75 per Lake County FLU Policy 1-1.3.7. This category allows for a variety of commercial uses, office and limited light industrial uses which occur within an enclosed building. Multi-family is allowed at 1 MF du per 10,000 SF of commercial space. Under this category the maximum development scenario results in 593,287 square feet of commercial and a maximum multi-family residential of 59 units (Table 1).

The proposed Commercial land use allows a maximum FAR of .25 pursuant to FLU Objective 4, Policy (g)(6) (Table 1). This category allows residential uses in association with commercial uses at a maximum of 12 units per acre. Under this category the maximum development scenario results in 49,440 square feet of commercial and a maximum multi-family residential of 54 units (Table 1). The net result is a reduction of 543,847 square feet of commercial and a reduction of 5 residential units.

Surrounding land uses in the vicinity include Lake County Regional Office, City of Mount Dora Commercial, City of Mount Dora Office, and City of Mount Dora Public Lands. The proposed amendment is compatible with the existing adjacent land uses and would result in an orderly and logical development pattern.

Direction	Future Land Use	Zoning	Current Use
North	City Commercial	C-3	Undeveloped
South	County Regional Commercial	C-1	Undeveloped
East	County Regional Commercial City Office and PLI	C-1, OP, PLI	Professional Offices, Church
West	County Regional Commercial	C-1	Store/Residence and Undeveloped

ATTACHMENT #2

Potable Water Analysis

The subject property is within the City of Mount Dora Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Water Use Permit (permit no. 50147-9) as issued by the St. Johns River Water Management District (SJRWMD). This permit, which expires in August 2035, allows for a combined annual withdrawal from the Floridian Aquifer of 5.4 mgpd (annual average).

The City has a current available capacity of 2.13 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 2.05 mgpd.

Sanitary Sewer Analysis

The City of Mount Dora currently owns, operates, and maintains a central sanitary sewer system. The City has a current available capacity of 1.26 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 1.18 mgpd.

Solid Waste Analysis

The City of Mount Dora's solid waste level of service is 7.1 lbs per day per capita. The City's solid waste is provided by a private contractor. It is estimated that the proposed commercial development will generate 35 employees; therefore, the proposed amendment is estimated to generate 249 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

A trip generation analysis was conducted on the proposed land use and existing land use. Results of the analysis indicate that the proposed amendment will reduce traffic impacts and will be a reduction of 1,807 daily trips and will not degrade the existing levels of service.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Retail > 40 K	49.4 KSF	821	4,668	446	214	232
Multi-family	54	220	421	44	28	16
TOTAL GROSS TRIPS (PROPOSED)			5,089	490	242	248

ATTACHMENT #2

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Business Park	539.2 KSF	770	6,442	642	167	475
Multi-family	59 units	220	454	46	29	17
TOTAL GROSS TRIPS (EXISTING)			6,896	688	196	492

Net Difference (Proposed Total Trip Generation Minus Existing Total Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-198	+46	-244

Environmental Analysis

The topography of the site ranges from a high of 170' NGVD to a low of 165' NGVD (Figure 5). The soils onsite consist of Myakka (Figure 6). An environmental constraints map indicates that no wetlands, water bodies, or 100-year flood areas are onsite (Figure 7).

An environmental assessment was conducted by Universal Engineering Sciences (Appendix B). Results of the survey indicate that no protected species or wetlands were observed onsite. Should protected species occur onsite, appropriate regulatory permits will be required prior to development.

Cultural Resources

Review of the Florida master file search indicates that there are not historical or cultural resources on the subject site (Appendix C).

Comprehensive Plan Compliance

The proposed amendment is in compliance with the Comprehensive Plan. The analysis presented above demonstrates compliance and results in a reduction of impacts. The amendment is consistent with future land use policies, among others as indicated below:

Future Land Use

FLU Objective 2, Policy a	Level of Service standards for public services and facilities
FLU Objective 4, Policy d	Require all zoning to be consistent with land use designation
FLU Objective 4, Policy e	Allow non-residential uses in residential areas
FLU Objective 4, Policy (g)(6)	Commercial (C-1)
FLU Objective 6, Policy (b)(c)(d)	Compact Growth

The Commercial land use designation will provide for orderly growth and development at a scale and

ATTACHMENT #2

character consistent with the US Highway 441 corridor and consistent with the comprehensive plan planning principles and land development regulations. The amendment will also further the City's goals in providing commercial needs through 2045.

ATTACHMENT #2

Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Net Change in Development Potential
Rokelray, LLC	4.54 +/-	Regional Commercial	3.0 FAR (593,287 SF) 59 MF Units Residential – 1 unit per 10,000 SF	Commercial .25 FAR (49,440 SF) 12 units/acre 54 MF Units	-543,847 SF - 5 MF Units
TOTAL	4.54 +/-				-543,847 SF - 5 MF Units

Existing Regional Commercial – 3.0 FAR pursuant to FLU Policy 1-1.3.7

Proposed Commercial –0.25 FAR pursuant to FLU Objective 4, Policy (g)(6)

ATTACHMENT #2

Table 2 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						2.13 mgpd
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial 0.25 FAR	49,440 SF 54 MF Units	0.08	
						2.05 mgpd

Water demand was calculated at 350 gallons per ERU pursuant to City's LOS standard.
Commercial based on 60,000 gallons per day as an average

ATTACHMENT #2

Table 3 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	WasteWater Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						1.26
Rokelray, LLC	4.54 +/-	Regional Commercial 3.0 FAR 59 MF Units	Commercial – C1 0.25 FAR	49,440 SF 54 MF Units	0.08	
						1.18 mgpd

Wastewater demand calculated at 300 gallons per ERU pursuant to the City's LOS standard.

Commercial based on 60,000 gallons per day as an average

Figure 1

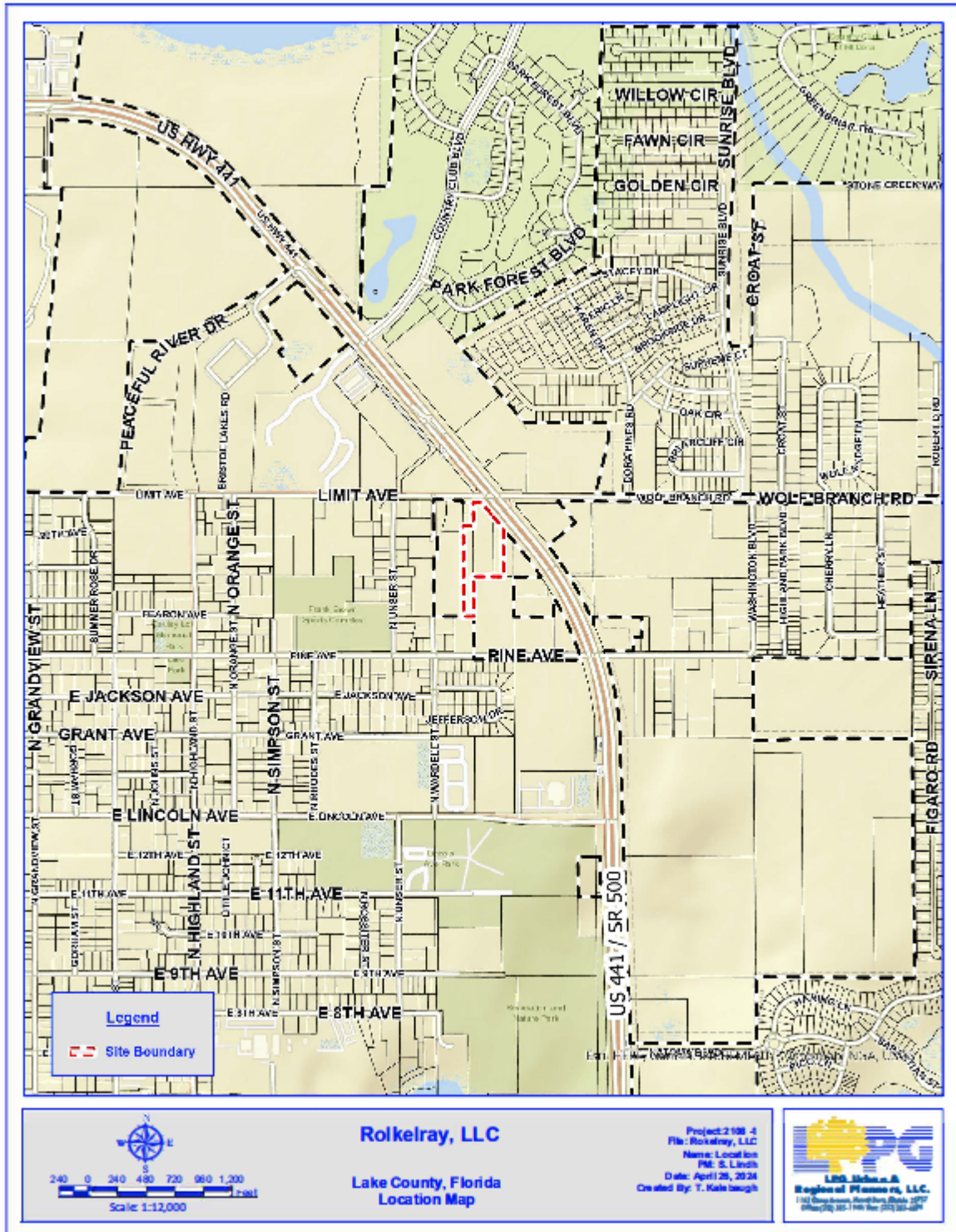


Figure 2

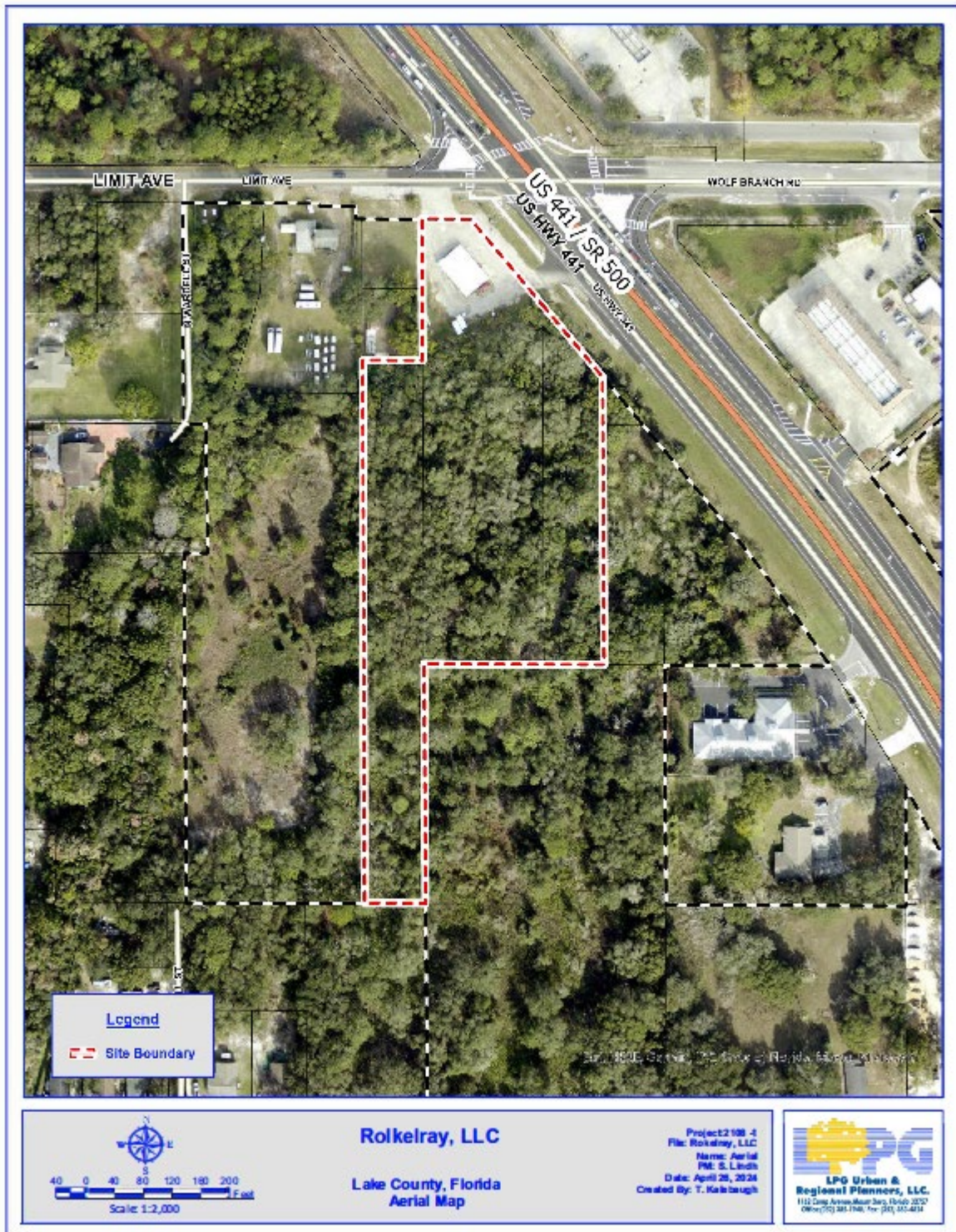


Figure 3

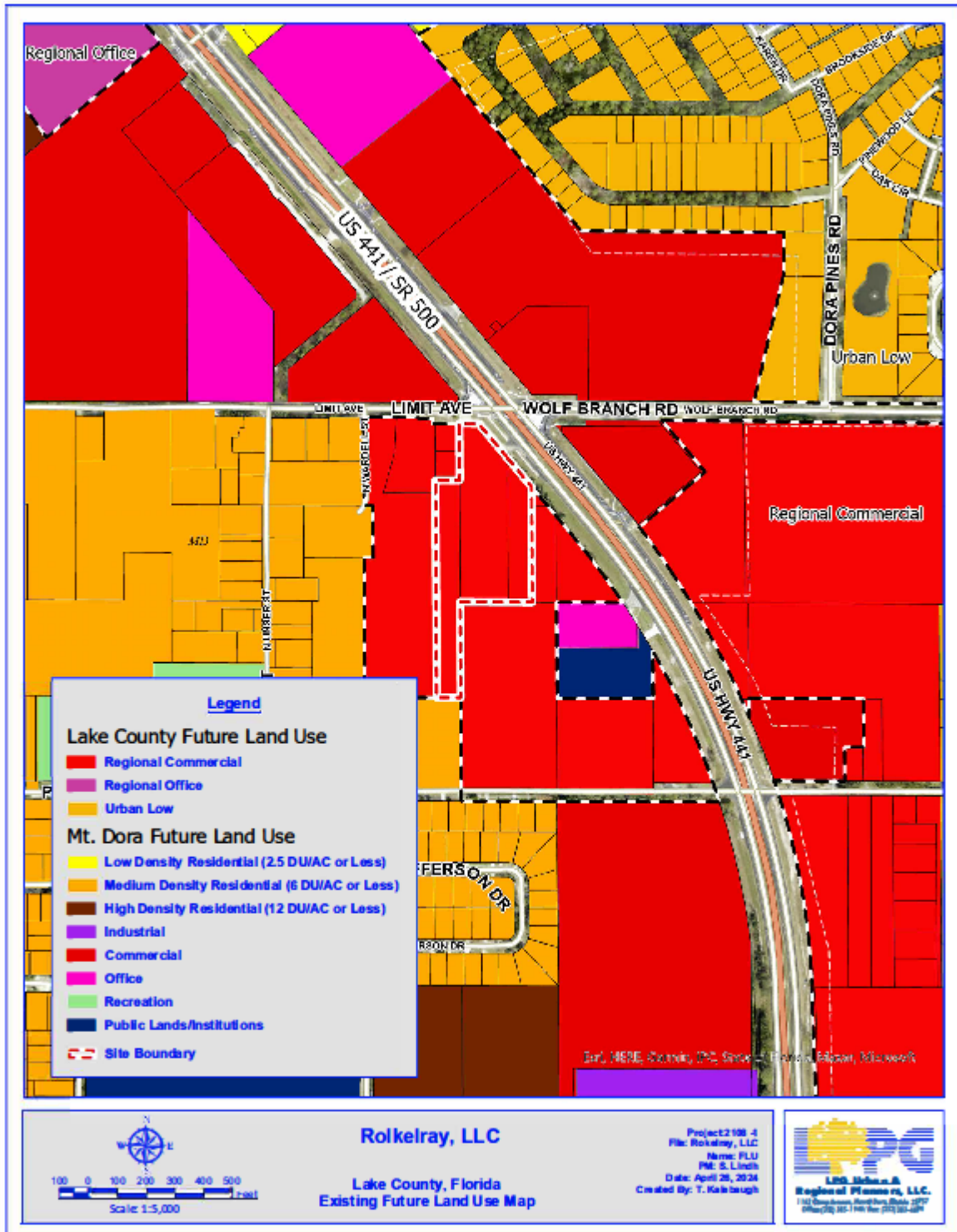


Figure 4

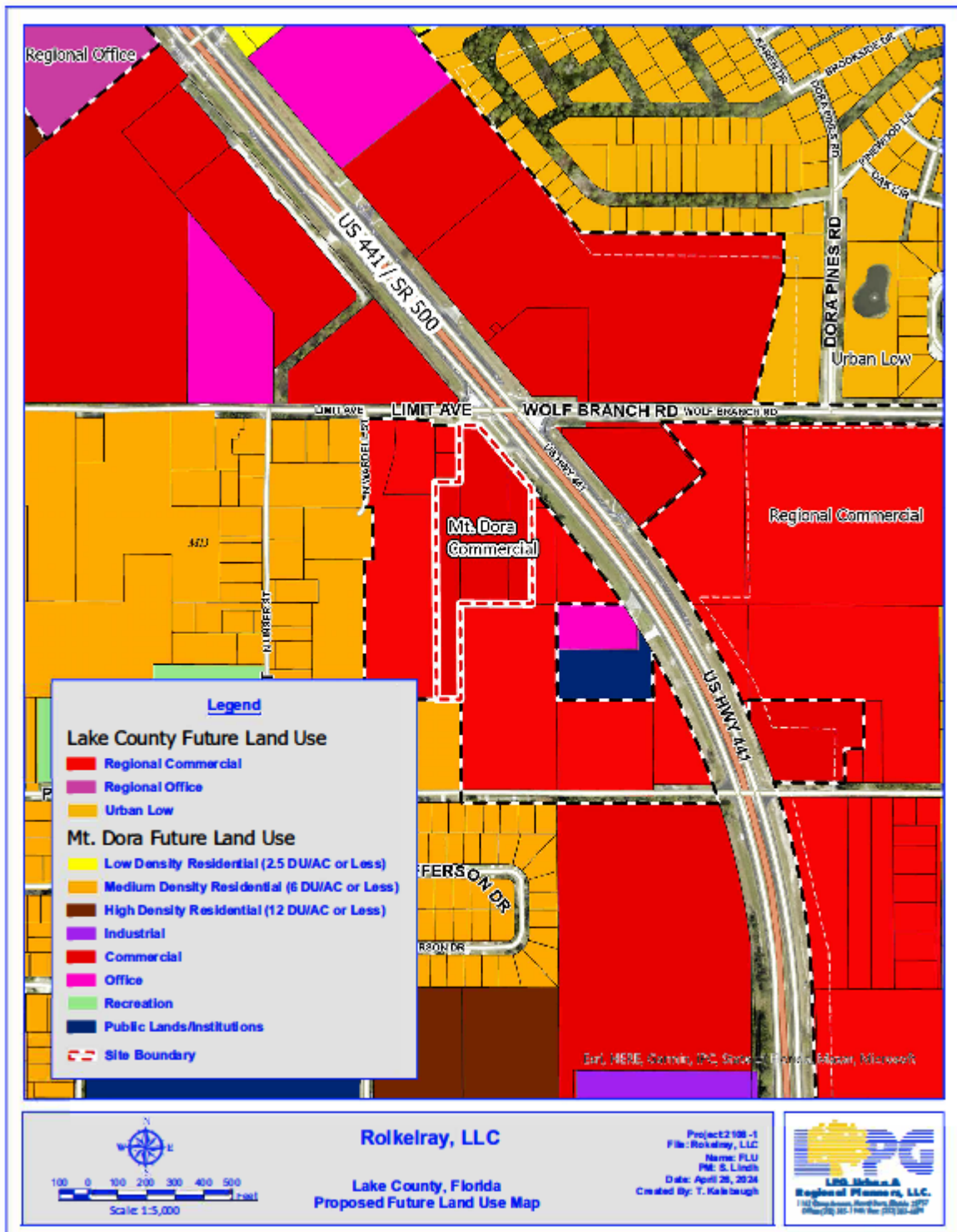


Figure 5



Figure 7



ATTACHMENT #2

APPENDIX A

See Attached Walsh Traffic Engineering TIA

ATTACHMENT #2

APPENDIX B

See Attached Universal Environmental Assessment

APPENDIX C

Heather Urwiller

From: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Sent: Wednesday, May 1, 2024 3:55 PM
To: Sherie Lindh
Subject: RE: Master File Search
Attachments: Template_102.pdf

You don't often get email from eman.vovsi@dos.fl.gov. [Learn why this is important](#)

Conducted; no cultural resources detected

From: Sherie Lindh <sherie@lpgurp.com>
Sent: Wednesday, May 1, 2024 1:55 PM
To: Vovsi, Eman M. <Eman.Vovsi@dos.fl.gov>
Cc: Michael <MichaelR@lpgurp.com>
Subject: Master File Search

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

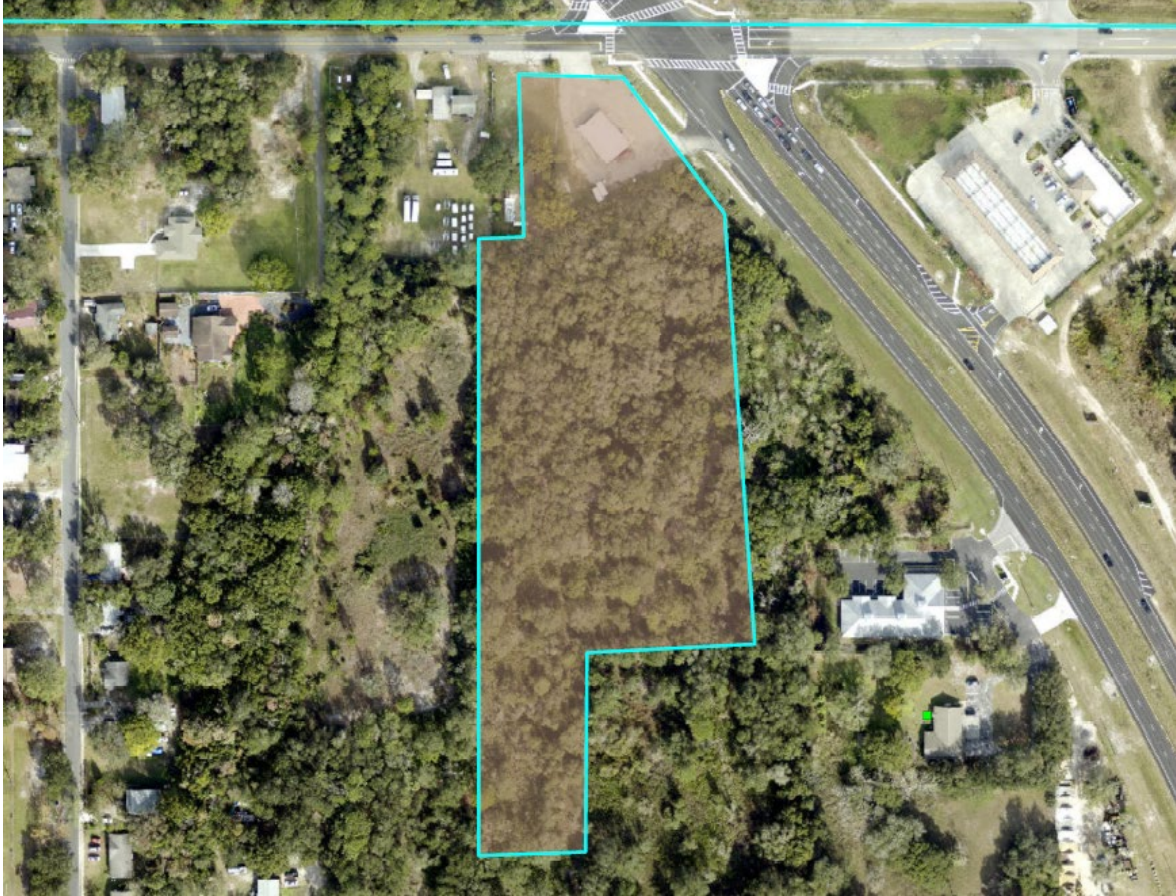
Good afternoon,

Can you please conduct a search of the master file. The subject 4.54 ± acre site is located within Section 29, Township 19, Range 27, Lake County, Florida (See attached). The site is located west of US Highway 441 and south of Liberty Ave. Should you have any questions, please contact our office.

Thanks,
Sherie



ATTACHMENT #2



ATTACHMENT #2

Potable water summary

The proposed project consists of 30,975 SF of commercial uses that will be served potable water by the City of Mount Dora. Below are the estimated potable water flows for the project based on the City of Mount Dora engineering standards pursuant to Chapter VII, Section 7.13, 7.13.2.

POTABLE WATER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Sanitary Sewer Summary

The proposed project consists of 30,975 SF of commercial uses that will be served sanitary sewer services by the City of Mount Dora. Below are the estimated sanitary sewer flows for the project.

SANITARY SEWER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Needed Fire Flow Summary

The City of Mount Dora is the fire flow provider for the proposed project location. The proposed project will provide a minimum needed fire flow of 1,500 gpm @ 20 psi per the City of Mount Dora, or those required by the ISO, whichever is greater. Fire hydrants, and fire department connections as required by the City and ISO code will be provided onsite.

Stormwater System Summary

The proposed project will have its own stormwater retention that will provide stormwater treatment and retention. The proposed stormwater ponds will meet the City of Mount Dora and St. Johns River Water Management District requirements.

Roadway Summary

The proposed project will provide connections to the existing roadway network as shown on the concept plan. All onsite drive isles will be privately owned and maintained. All onsite drive isles will be a minimum 24 ft. wide for two-way traffic.

ATTACHMENT #2

May 29, 2024

Rolkelray, LLC hereby authorizes Michael Rankin with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of documents on the Voluntary Annexation application, Small Scale Comprehensive Plan Amendment application, and Rezoning application to the City of Mount Dora.

Signed:

Roland D. Magyar

Roland Magyar (Member)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me with 1st day of June, 2024, by Roland Magyar as Member of Rolkelray, LLC on behalf of the corporation. He is personally known to me.

Michael R. Willis

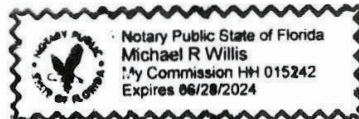
Notary Public – State of Florida

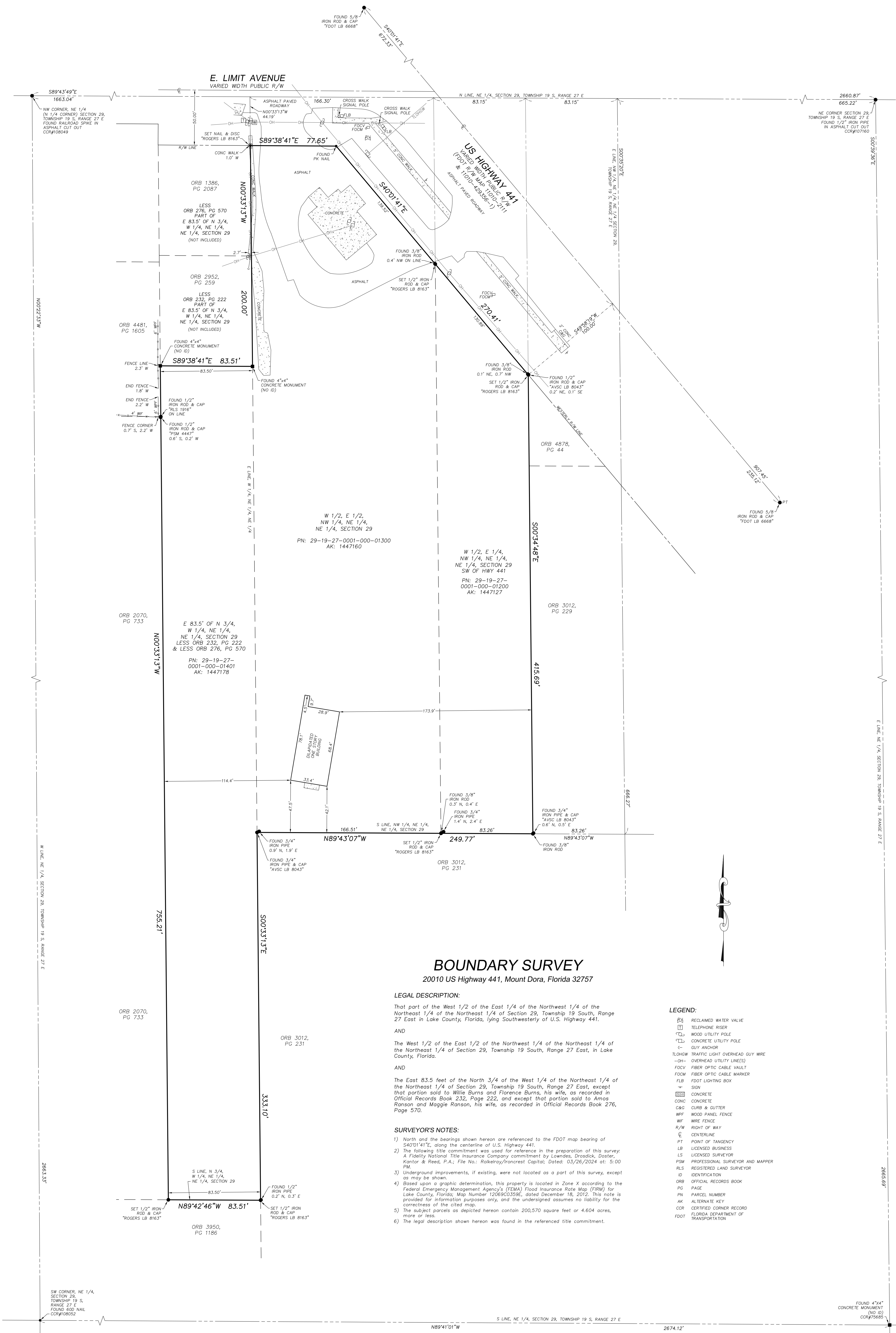
Michael R. Willis

Print Name

My Commission Expires: 6-26-24

Commission Number: HT 015242





BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'11"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CU CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- W SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- C CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

ROGERS SURVEYING
AND MAPPING, INC. ♦ 352-735-8734
357 E 7TH AVE, MOUNT DORA, FL 32757 ♦ LB 8163

SURVEY DATE: 04/15/2024 FIELD BY: P. MUNSCH
SCALE: 1" = 40' DRAWN BY: L. GRIFFIN
PROJECT ID: RS-3206
FILE NAME: 29-19-27_20010USHWY441_RS-3206

SCALE: 40 0 20 40 80
1" = 40'

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.

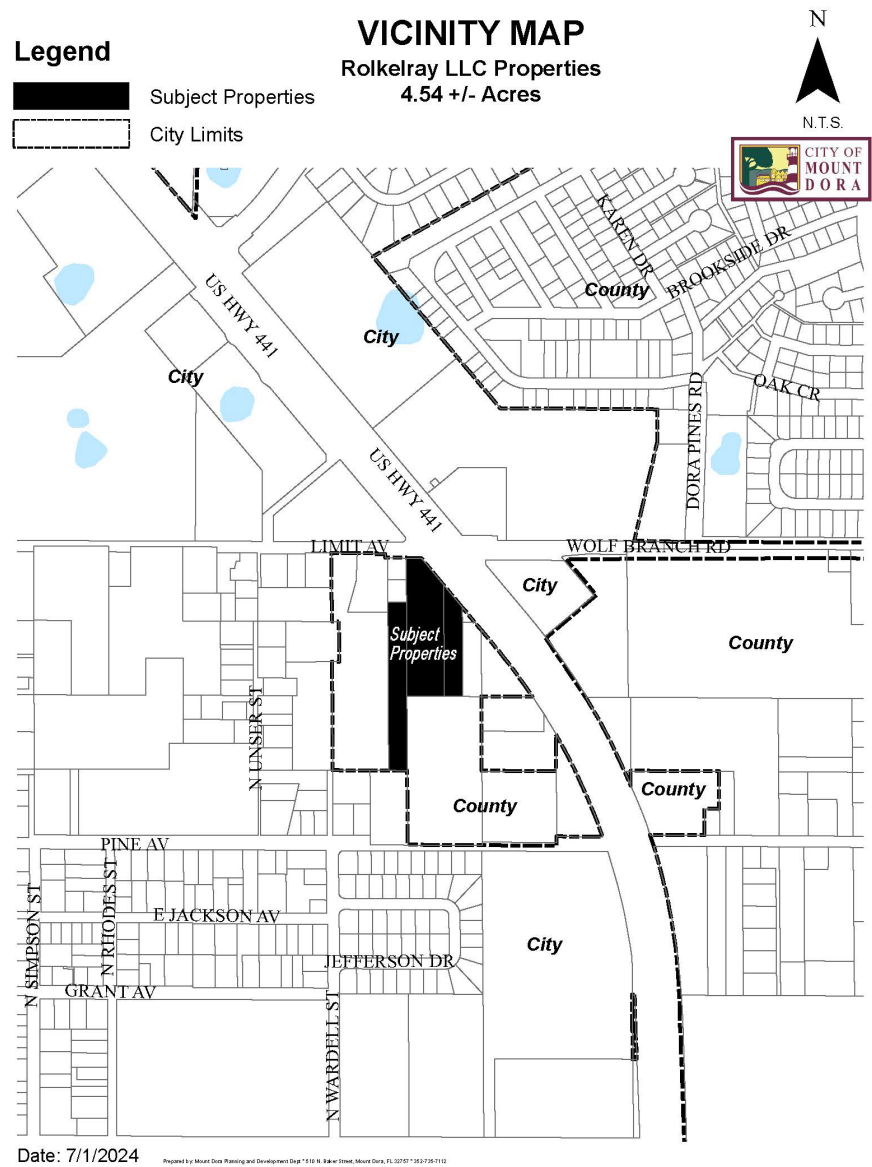
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2024-17
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the Planning and Zoning Commission and the City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2024-17 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The title and substance of proposed Ordinance is as follows:

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2024-17 includes a Future Land Use Map Amendment changing certain lands from County Commercial to City Commercial as depicted on the map of this advertisement below:



ATTACHMENT #3

The City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider this ordinance on **Wednesday, August 21, 2024 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The City Council of the City of Mount Dora, Florida will conduct public hearing to consider the adoption of Ordinance No. 2023-17 on **Tuesday, September 3, 2024**. The meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible.

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planning@mountdora.gov**.

Title in 18 point

2 column, 10.5 inch; Non-legal

Publish: August 9, 2024

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, Roland D. Magyar DBA Rolkelray LLC (Property Owner) submitted an application to the City requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located west of US Highway 441 and south of Limit Avenue, as depicted in **Exhibit “A”** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City’s Future Land Use Map and,

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on August 17, 2024, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of ‘City Commercial’ is hereby assigned to that Property located west of US Highway 441 and south of Limit Avenue, identified by Tax Parcel ID # 29-19-27-0001-000-01401 Alt. Key # 1447178 ; Tax Parcel ID # 20-19-27-0003-000-01300 Alt. Key # 1445655; Tax Parcel ID #29-19-27-0001-000-01200Alt. Key # 1447127 and more particularly described as:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 3/4 of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the

West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2024-02, on February 6, 2024, is hereby amended to include the Future Land Use assignment set forth herein.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

FIRST READING: September 3, 2024

SECOND READING: _____, 2024

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney

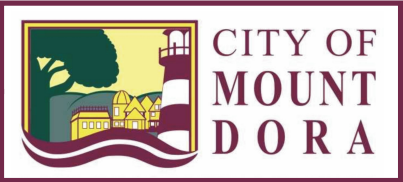
EXHIBIT “A”
Future Land Use Map Amendment

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Rolkelray, LLC)

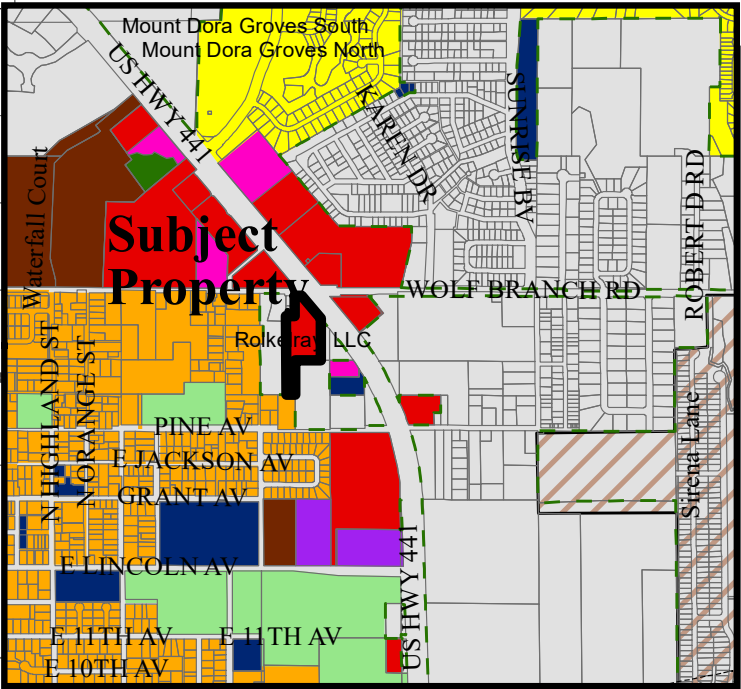
Existing FLU: County Commercial
Proposed FLU: City Commercial



0 1,400 2,800 Feet

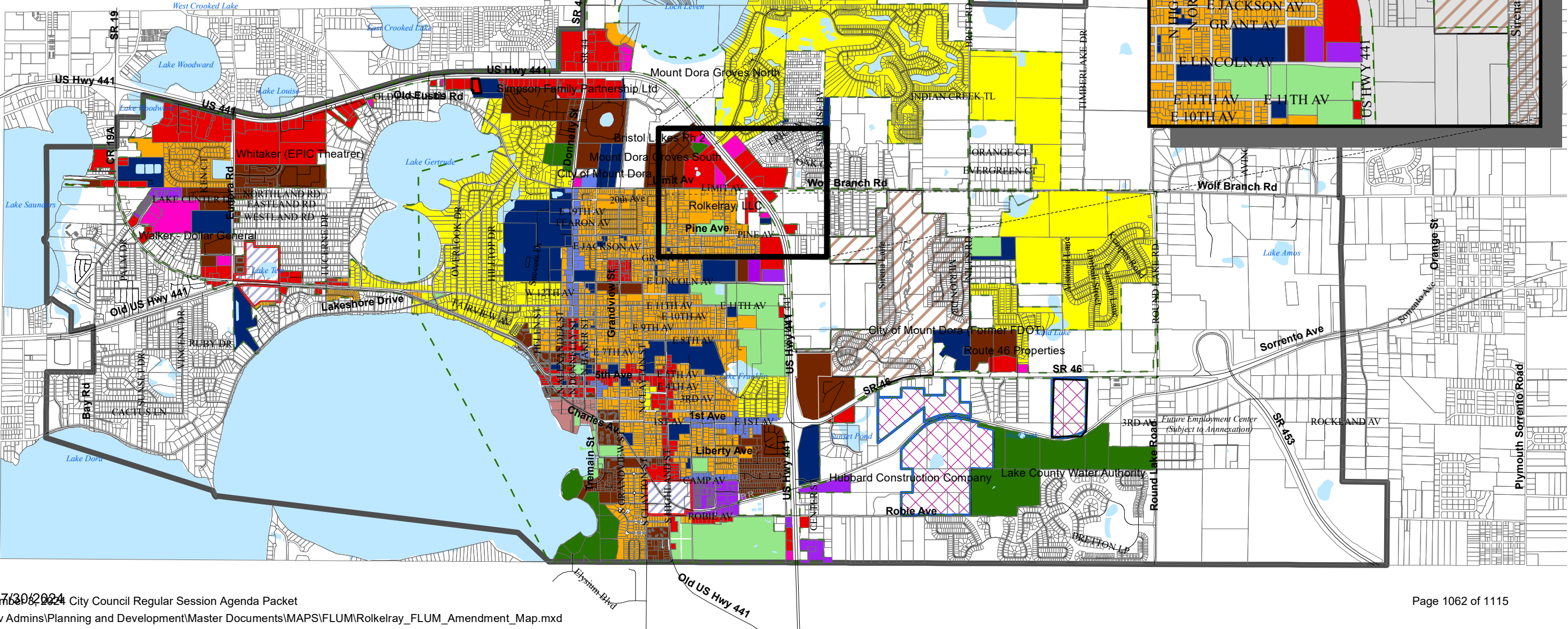
Map II-2a

Small-Scale FLUM Amendment



LEGEND:

- Owner Name**
- Rolkelray, LLC
- Features**
- Mixed Use Traditional (MU-1)
 - Mixed Use Downtown (MU-2)
 - Employment Center
 - Residential Professional/Office
 - Low Density Residential (2.5 DU/AC or Less)
 - Low/Medium Density Residential (4 DU/AC or Less)
 - Medium Density Residential (6 DU/AC or Less)
 - High Density Residential (18 DU/AC or Less)
 - Industrial
 - Commercial
 - Office
 - Recreation
 - Public Lands/Institutions
 - Conservation
 - Water Bodies/Lakes
- City Limits**
- JPA
 - Rail Road





510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval First Reading of **Ordinance No. 2024-18**, Change in Zoning for Rolkelray, LLC (4.60 Acres).

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2024-18 and hold the hearing for the second reading and adoption.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed “Business Impact Estimate” form. This request is associated with land use type action.

Rezoning descriptions and details are contained in Attachment #2 (PZC Memo). Legal advertisements for public hearings are included in Attachment #3. The Applicant is requesting a change of the zoning district for approximately 4.60 acres located on the southeast corner of the US Highway 441 and Limit Avenue. The applicant has submitted annexation and future land use amendment application to run concurrently with the rezoning application. The applicant has indicated the intended use to develop the site for neighborhood commercial uses including restaurant, coffee shop, medical, and retail uses.

The sequence of events leading to the presentation to the City Council are as follows:

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on August 21, 2024, recommended approval of the rezoning to City C-1 zoning district.

The Development Review Committee (DRC) on July 31, 2024, recommended approval of the change in zoning and forwarded the same to the PZC.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:

City Council to approve First Reading of Ordinance No. 2024-18 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Business Impact Estimate (Rezoning Ord)
2. Attachment 2 PZC Staff Report 8-21-2024 (revised)
3. Attachment 3 Legal Advertisement Publication
4. Ordinance 2024-18 Rezoning Rolkelray (City Atty Reviewed)

Prepared by: Vince Sandersfeld, City Manager

Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/23/2024

Approved - 8/23/2024

Final Approval - 8/23/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-18

**ORDINANCE TITLE: Change in Zoning
Rolkelray, LLC (4.60 Acres)**

DEPARTMENT: Planning and Development

**MEETING DATE: September 3, 2024
September 17, 2024**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Rolkelray LLC (Property Owner) is the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the west side of US Highway 441 and south of Limit Avenue.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: August 21, 2024 **(REVISED 08-19-24)**

TO: Planning and Zoning Commission

FROM: Development Review Committee Vince Sandersfeld,
Planning Director

THROUGH: Ryan Winkler, ACIP, Senior Planner

RE: Rezoning Application; Change in Zoning for assignment from Lake County Regional Commercial to City Commercial (C-1); 4.54 Acres (Site Area); Located on the west side of US Highway 441 and south of Limit Avenue (General Location); Michael Rankin, LPG Urban and Regional Planners (Applicant); Rolkelray LLC (Owner).
Project No. Z24-01.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the application to rezone 4.54 +/- acres from Lake County Regional Commercial to City Neighborhood Commercial (C-1) Zoning District. Approval subject to annexation and Future Land Use designation of ~~Industrial~~ **Commercial**.

REFERENCES/SUPPORT:

LDC Section 3.3

Policy 4.g (3) FLUE of the Mount Dora Comprehensive Plan 2045

Annexation Ordinance No. 2024-16 (being processed in concert)

FLUM Ordinance No. 2024-17 (being processed in concert)

SITE SUMMARY:

Owners	Rolkelray LLC
Applicant	Michael Rankin, LPG Urban and Regional Planners
General Location:	West of US Highway 441 and South of Limit Avenue
Alternate Key Nos.	1447127, 1447160, and 2921757
Zoning District:	Lake County Neighborhood Commercial (C-1)
Proposed Zoning District:	City Neighborhood Commercial (C-1)
Future Land Use Category:	Lake County Regional Commercial
Proposed Land Use Category	City Neighborhood Commercial (C-1) (Processing Under a Separate Application)
Overlays:	None
Site Area:	4.54 +/- acres
Existing Use:	Vacant land
FAR:	Maximum Allowed 0.25 or 449,440 sf (4.54 acres x 0.25)

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 2 of 5

DEVELOPMENT STANDARDS:

Development Standard	County C-1 (existing)	City C-1 (proposed)
Min. Lot Size	-	-
Max. Building Height	50'	35'
Max. Impervious Surface Ratio (ISR)	70%	80%
Max. FAR	0.50	0.25
Min. Open Space	30%	20%

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	City	Medium Density	R-2	Undeveloped
	County	Regional Commercial	C-1	Undeveloped
East	County	Regional Commercial	C-1	Undeveloped
West	County	Regional Commercial	C-1	Store/Residence/ Undeveloped

ANALYSIS:

The Applicant is requesting a change of the zoning district for approximately 4.60 acres located on the southeast corner of the US Highway 441 and Limit Avenue. The applicant has submitted annexation and future land use amendment application to run concurrently with the rezoning application. The applicant has indicated the intended use to develop the site for neighborhood commercial uses including restaurant, coffee shop, medical, and retail uses.

The C-1 zoning district is established to provide commercial areas that serve neighborhood needs without damaging the residential character of the neighborhood and without attracting traffic from outside the neighborhood. Areas of the City in which this district is appropriate are designated as “Commercial” on the future land use map of the comprehensive plan. Permitted uses within this district include any small convenience retail business or service customarily serving residential neighborhoods as opposed to business that serve regional areas, including drug stores, shoe repair, hardware stores, jewelry stores, banks, florists, camera stores, luggage stores, tailor shops, photographic studios, restaurants, office supplies, paint stores, antique shops, specialty shops, convenience stores, commercial recreation, and other similar retail and office uses (Section 3.4.6, *LDC*). Residential uses are permitted as an accessory use to a permitted use, and will require a site plan to indicate the accessory use. The application did not include any residential component.

Pursuant to LDC 3.3.2, a concept plan was provided with the rezoning application to exhibit the proposed development. The concept plan shows five (5) commercial buildings (Building A- 6,325-sf, Building B – 6,325-sf, Building C – 4,125-sf, Building D – 6,500-sf, Building E – 6,500-sf) along the southern and western portion of the development site, a standalone Quick-Service Restaurant with Drive-Through (Building –F, approximately 1,200-sf), and associated

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 3 of 5

parking facilities and water retention area. Buildings are proposed to be setback at least 10-ft from the property line of vacant, undeveloped properties, and are setback back at least 150-ft from the public right-of-way.

The concept plan indicates landscaping will be provided consistent with Land Development Code Section 6.6.2. The Applicant proposes a Type “a” Buffer. The Type “a” Buffer is described as a buffer with the minimum average width of ten (10) feet, and shall include three (3) canopy trees, five (5) understory trees, and shrubbery or hedge to provide a continuous visual screen within 36 month of planting, or immediately upon planting for buffers contiguous to onsite parking lots. A landscape plan will be required at the time of site plan review, which shall show the required landscape perimeter buffer, building landscaping, approved planting species list, and irrigation plan with one-hundred (100%) percent coverage.

The subject properties are presently undeveloped and appears to be heavily wooded. Preservation of existing landscape materials and land forms is encouraged. Natural existing vegetation may be substituted for the applicable landscape buffer provided canopy trees are greater than six inches in diameter and understory/hedge/shrubbery provides a continuous visual screen from the adjacent property. A tree survey indicating the location of all trees on-site which are a minimum of six inches in diameter measured approximately three feet above the ground designating the trees to be retained, removed, relocated or replaced will be required for review with the Site Plan application.

The Applicant proposes to access the subject development via existing cuts on Limit Avenue and a new cut on US Highway 441. Pursuant to LDC 6.3.8, Commercial developments shall ensure vehicular circulation must be completely contained within the property and vehicles located within one portion of the development must have access to all other portions without using the adjacent street system. No driveway shall be constructed in the radius return of an intersection.

A preliminary natural resource assessment was conducted by Universal Engineering Sciences (UES) on May 16, 2024, and included in the application submittal. The report indicated there were no imperiled species were observed on site during the field evaluation, and the subject properties do not contain potentially threatened species. The subject site does not proposed impact to any unique or ecologically significant area of vegetation or habitat. Should any species be identified on site, appropriate regulatory and state permits will be required prior to development.

**** NOTE **** As of printing of this report, the City of Mount Dora does not have wastewater treatment capacity at Wastewater Treatment Plant #2 (WWTP2) to serve new developments. The City is reviewing options to increase wastewater treatment capacity and other facility improvements.

STANDARDS FOR REVIEW:

Pursuant to LDC Section 3.3.4, the City shall consider the following criteria in reviewing applications for a rezoning:

1. The need and justification for the change:
The proposed rezoning is associated with an annexation. Annexation of lands require

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 4 of 5

assignment of both City Future Land and zoning designations. The applicant seeks to develop the property with neighborhood commercial uses including restaurant, coffee shop, medical, and retail. The proposed uses are allowed under the C-1 (Neighborhood Commercial) zoning district. The proposed change in zoning is less intense than the County C-1 (Neighborhood Commercial) zoning designation, and will have less impacts on the City services.

2. The effect of the change, if any, on the particular property and on surrounding property.
The proposed City C-1 zoning should not have a negative effect on this property nor on the surrounding properties. The proposed zoning is consistent with the land use pattern and character of the area.
3. The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city.
The proposed change in zoning is associated with an annexation. The proposed City C-1 zoning will require a small scale Future Land Use Map Amendment from County Regional Commercial to City Commercial. The proposed change to City C-1 is consistent with the City's Comprehensive Plan.
4. The availability and provision of adequate services and facilities:
Services and facilities are currently available to this property. Further evaluations will be determined at time of site plan/platting or permitting depending upon the proposed use(s). Please be advised, that as of printing this report, the City of Mount Dora does not have wastewater treatment capacity at Wastewater Treatment Plant #2 (WWTP2) to serve new developments. The City is reviewing options to increase wastewater treatment capacity and other facility improvements.
5. The impact on the natural environment:
There are no anticipated, adverse impacts on the natural environment as a result of this rezoning. The subject site appears to be heavily wooded. Development of the site will require a tree removal and replacement mitigation plan.

NOTIFICATIONS:

JPA Notice to Lake County: August 26, 2024

Legal Notice PZC and Notice to City Council: August 9, 2024

Notice to Surrounding Owners: August 9, 2024

Non-Legal with Map Ad City Council 1st Reading: August 9, 2024

Ordinance Enactment Legal Ad: September 6, 2024

Non-Legal with Map Ad City Council Adoption: September 6, 2024

PUBLIC HEARING SCHEDULE:

DRC Review: July 31, 2024

PZC: August 21, 2024

City Council 1st Reading: September 3, 2024 (6:00 pm)

City Council 2nd Reading and Adoption: September 17, 2024 (6:00 pm)

ATTACHMENT #2

Planning and Zoning Commission Meeting – August 21, 2024

Rolkelray LLC – Z24-01

Page 5 of 5

ATTACHMENTS:

DRC Comments dated August 6, 2024

DRC - Lake County Public Works Comments dated August 16, 2024

Vicinity Map

Aerial Map

Future Land Use Composite City-County Map

Zoning Composite City-County Map

LDC Section 3.4.6 C-1 (Neighborhood Commercial) Zoning District

Concept Plan

Justification for Rezoning

Draft Rezoning Ordinance #2024-18

Application (*Note: To avoid duplication in documents, the tax records, survey drawings, FEMA Map, UES Natural Resources Assessment (dated May 16, 2024), and deed are included with the companion FLUM request staff packet*)



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

ATTACHMENT #2

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-735-4801

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Alt. Tel: 352-735-7105
Fax: 352-735-1539
Alt. Fax: 352-735-2892

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

August 8, 2024

LPG Urban and Regional Planners, LLC

Attn: Michael Rankin
1162 Camp Avenue
Mount Dora, FL 32757
MichaelR@lpgurp.com

Re: Notice of DRC Verification
Rolkelray LLC
Annexation, FLUM (Small Scale), Rezoning
ANNX24-01, FLUM24-001-SM, Z24-01

Dear Mr. Rankin:

Please be advised that the Rolkelray LLC Annexation, Future Land Use (Small Scale) and Rezoning requests were forwarded to the City's Development Review Committee members. Review comment reports are enclosed with correspondence, additional informational comments may be forthcoming under a separate cover letter.

The above applications have been tentatively scheduled for public hearing in the City Hall first floor chambers for the following dates.

Rezoning Request

Planning and Zoning Commission	10:00am Wednesday, August 21, 2024
City Council 1 st Reading	6:00pm Tuesday, September 03, 2024
City Council 2 nd Reading (Adoption)	6:00pm Tuesday, September 17, 2024

FLUM Request

Planning and Zoning Commission	10:00am Wednesday, August 21, 2024
City Council Reading (Adoption)	6:00pm Tuesday, September 17, 2024

Voluntary Annexation Request

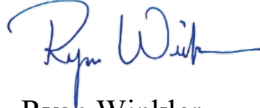
City Council 1 st Reading	6:00pm Tuesday, September 03, 2024
City Council 2 nd Reading (Adoption)	6:00pm Tuesday, September 17, 2024

Costs incurred by the City's outside engineering consultants and City Attorney will be billed directly to the applicant. Costs incurred for advertisements will be billed directly to the applicant.

ATTACHMENT #2

If you have any comments or questions about the project status, please do not hesitate to contact my office at 352-735-7112.

Sincerely,



Ryan Winkler
Senior Planner

cc: Roland Magyar, Rolkelray LLC "Owner", rmagyar@att.net



DEVELOPMENT REVIEW COMMITTEE COMMENTS

DATE: August 6, 2024
FROM: Vince Sandersfeld, Planning Director
CONTACT: 352-735-7112 Ext.1707 or SandersfeldV@cityofmoundora.com
THROUGH: Ryan Winkler, AICP, Senior Planner
PROJECT NAME: Rolkelray LLC – Limit Avenue Properties
REVIEW TYPE: Z24-01 Rezoning – First Review

Administrative approval (or lack of comment on a specific item) does not constitute a waiver of any code requirements nor does it relieve the developer of responsibility to meet those requirements. It shall be the responsibility of the developer to correct any defects in the plans or the facility as constructed that results in a failure to meet applicable code requirements.

Review Comments

The applicant must revise the plan sets and/or provide additional information to address the following comments.

City Water and Sewer Utilities

Comments provided by William Mitchell, MitchellW@mountdora.gov

1. The City of Mount Dora does not have wastewater treatment capacity at the Wastewater Treatment Plan #2 (WWTP2) to serve new and unpermitted projects at this time.
2. Contact City Water and Sewer Utilities for more information.

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Informational Comments

The Offices or Departments of the City involved with the review process have provided informational comments to inform the applicant of Code requirements and/or processes that will be required as the project moves forward in the development process. The informational comments are listed below.

Planning and Zoning

Comments provided by Ryan Winkler, winklerr@cityofmounddora.com

1. The FLUM and Rezoning Applications have been scheduled for Public Hearing with Planning and Zoning Commission on Wednesday, August 21, 2024. Formal correspondence forthcoming.
2. Associated annexation application request has been schedule for City Council consideration of adoption (1st Reading) on Tuesday, September 3rd, pending recommendation from the Planning and Zoning Commission.
3. Once the rezoning application request is approved, a site plan review application shall be submitted to the Office of Planning and Zoning. The site plan shall be reviewed by the Development Review Committee (DRC) and presented to the Planning and Zoning Commission (PZC) for approval, approval with conditions, or denial.
4. Once the site plan is approved by the DRC and PZC, the Applicant will need to apply for a site development permit through Building Services prior to commencing horizontal development on the property.
5. The C-1 district is recognized as a pedestrian oriented commercial district. The site plan shall show pedestrian connectivity with required sidewalks and/or multipurpose trail.
6. Close coordination with Lake County Public Works to determine northern access to site from Limit Avenue.
7. Pursuant to LDC Section 6.3.10: A thirty-five (35)-foot service drive/frontage road easement shall be provided along U.S. 441 extending the entire length of all parcels of land proposed for development and fronting on the roadways. Said service drive/frontage road shall be dedicated to the City of Mount Dora. If the required frontage road is not feasible for the developer to install a service drive/frontage road at the time of development, the City shall require the developer to enter into an agreement to provide the service drive/frontage road at a time designated by the City. The Developer shall post a performance bond in the amount of 110 percent of the total construction cost. The amount of the performance bond must be approved as adequate the Director of Public Works.
8. Pursuant to LDC Section 6.4.1, all development is required to be on the City's central potable water system, except when prohibited by law. According to the Summary of

Services provided with the application, the proposed commercial project estimates a demand total of 4,646 GPD.

Potable water summary

The proposed project consists of 30,975 SF of commercial uses that will be served potable water by the City of Mount Dora. Below are the estimated potable water flows for the project based on the City of Mount Dora engineering standards pursuant to Chapter VII, Section 7.13, 7.13.2.

POTABLE WATER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

9. Pursuant to LDC Section 6.4.2, all development is required to be on central sewer. According to the Summary of Services provided, the proposed total demand for sanitary sewer services is 4,646 GPD.

Sanitary Sewer Summary

The proposed project consists of 30,975 SF of commercial uses that will be served sanitary sewer services by the City of Mount Dora. Below are the estimated sanitary sewer flows for the project.

SANITARY SEWER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

10. An environmental assessment provided with the application indicates there are no protected species or wetlands on the subject parcels.
11. Pursuant to LDC 6.2.9, Ponds used for the required retention with percolation may be designed as a separate facility, or pollution abatement may be combined into the design of the retention pond. Ponds shall be designed to reduce the peak rate of flow from the developed site to the peak rate of flow prior to the development of the site. All retention ponds will be designed as dry bottom ponds. The volume of stormwater impounded for pollution abatement will be recovered within a 72-hour time period. The bottom of a required retention pond shall be a minimum of three-feet above the seasonal high water table. Final design infiltration rates will be determined by a Geotechnical Engineer or Professional Geologist. All necessary calculations to support the above shall be submitted to the city at the time of site plan review.
12. A landscape plan, irrigation and maintenance plans shall be submitted with the site plan application showing the size, type and location of all landscaping, screens, walls, fences,

ATTACHMENT #2

DRC Comments – Limit Avenue
Z24-01 - Rezoning– First Review
August 6, 2024

and buffers, consistent with LDC Section 6.6. A tree survey and mitigation plan shall be submitted with the site plan application to show the all the existing trees (location, genus, DBH, and health status) on site that are proposed to remain vs. removal. The tree mitigation plan shall utilize the table below:

Total existing number of trees sized 6"—23.99": _____
Total existing number of trees sized 6"—23.99" removed: _____
Total existing number of trees sized 24" or greater: _____
Total existing number of tree sized 24" or greater removed: _____
Total number of trees replaced at ratio 1:1 for trees removed 6'—23.99": _____
Total number of trees placed at ratio 1:6 (for trees removed 24" or greater): _____
Total number of trees replaced: _____
Total number of tree deficient (not being replaced) for tree bank contribution and includes total dollar amount of contribution funds: \$ _____

Building Services – Flood Review

Comments provided by Ryan Morgan, morganr@mountdora.gov

Property is located within floodzone X which is outside the Special Flood Hazard Area (MJ).

Building Services – Fire Review

Comments provided by John Abner, abnerj@mountdora.gov

1. Comments may be forthcoming under a separate cover letter.

Fire Department

Comments provided by Michael Smith, smithm@mountdora.gov

1. Comments may be forthcoming under a separate cover letter.

Lake County Public Works

Comments Provided by Seth Lynch, slynch@lakecountyfl.gov

1. Comments may be forthcoming under a separate cover letter.

ATTACHMENT #2



Department of Public Works, Engineering Division
P.O. Box 7800 • 350 N. Sinclair Ave. • Tavares, FL 32778

August 16, 2024

Ryan Winkler,
Senior Planning
City of Mount Dora
Planning and Development Department
510 N. Baker Street
Mount Dora, Florida 32757
(sent via email)

RE: PROJECT: Rolkeray, LLC Limit Avenue Project / Planned Unit Development - Mixed Use
Planned Use Development
CASE NO.: Z24-01

Thank you for requesting our comments on this planned unit development.

The below information neither constitutes an approval nor a denial by Lake County Board of County Commissioners or Lake County staff. Specifically, the County Commissioners have neither discussed nor voted on this project. These recommendations are only from the Lake County Department of Public Works. The Office of Planning and Zoning, Office of Building Services, Office of Fire Rescue, and other associated offices have NOT provided comments on this development. Further input by these groups may be required.

Lake County recommended requirements for the Rolkeray, LLC rezoning impacts to roadways and drainage systems:

Limit Avenue:

- Access off Limit Avenue is concern as it is very close to the signalized intersection with US 441. This access would need further review to analyze if the county would permit the access connection for the proposed development as shown in the concept plan for the rezoning. If access would be allowed, then it may be restricted or reduced in turning movements for the vehicular traffic.

P 352.253.6000 • F 352.253.9025
Board of County Commissioners • www.lakecountyfl.gov

- A sidewalk will be required along the road frontage of Limit Avenue to meet both city and county requirements.
- Additional right-of-way maybe required to accommodate the sidewalk while maintaining the road and roadside swale drainage.

US 441:

- US 441 is a state road under the maintenance jurisdiction of the Florida Department of Transportation (FDOT). The access, drainage, utility, and sidewalk would need permitted with FDOT.

Internal connectivity:

- Cross access meeting the Florida Department of Transportation requirements should be provided along US 441.
- Bicycle and pedestrian accommodations will need to b made and include a sidewalk connectivity from the internal buildings to the public right-of-way/sidewalk along US 441 and/or Limit Ave.

Traffic:

- A Traffic Impact Analysis will be required of this development for review by the County.

Stormwater Management:

- The site's stormwater management design will need to be reviewed by Lake County when submitted to both the City of Mount Dora and St Johns River Water Management District. We may require Lake County stormwater design standards on ponds that outfall or affect surrounding unincorporated lands.

Please be advised that this letter pertains to transportation, access management, stormwater, and floodplain related impacts foreseen from the proposed PUD application as reviewed by Lake County Department of Public Works. This letter does not include any land use, zoning, or any other elements that may be addressed by other departments, such as Lake County Department of Economic Growth - Office of Planning and Zoning.

Please contact me if you have any questions concerning the comments and recommendations provided in this letter.

Sincerely,

Seth Lynch

Seth Lynch
Development Engineer/Project Manager
Lake County Department of Public Works
Engineering Division
slynch@lakecountyfl.gov

Cc:

Jeff Earhart, Engineering Director for Lake County
Janie Barron, Planning Manager for Lake County
Michele Janezewski, City of Mount Dora

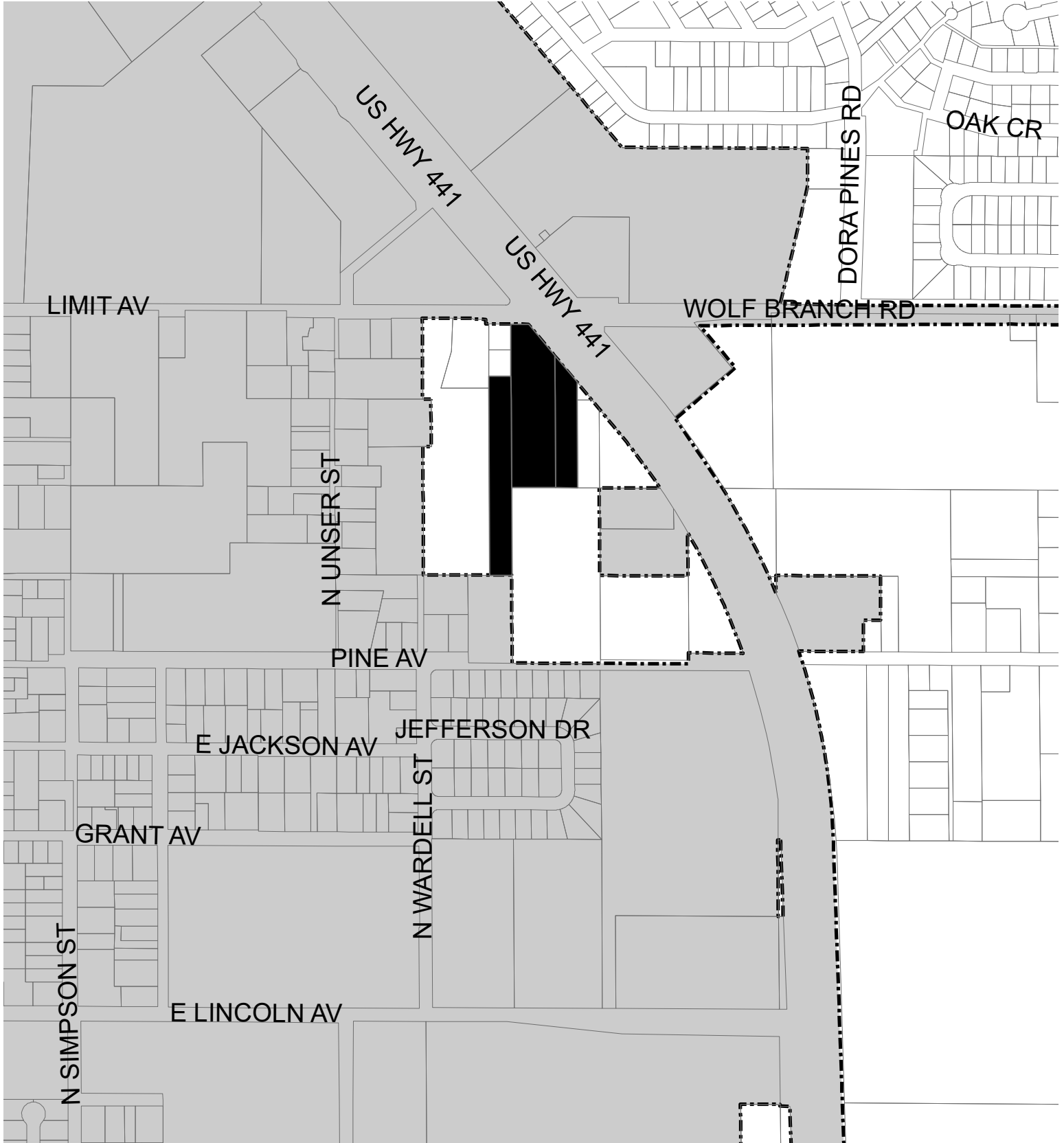


ATTACHMENT #2
Vicinity Map
Rolkelray LLC
4.54 +/- Acres



Legend

-  Subject Parcel
-  City Limits





ATTACHMENT #2

**Aerial Map
Rolkelray LLC
4.54 +/- Acres**

N



N.T.S.

Legend

-  Subject Parcel
-  City Limits

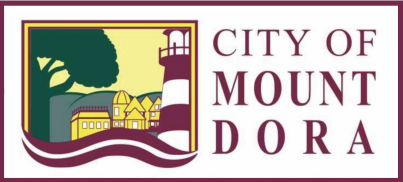


City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment City of Mount Dora (Rolkelray, LLC)

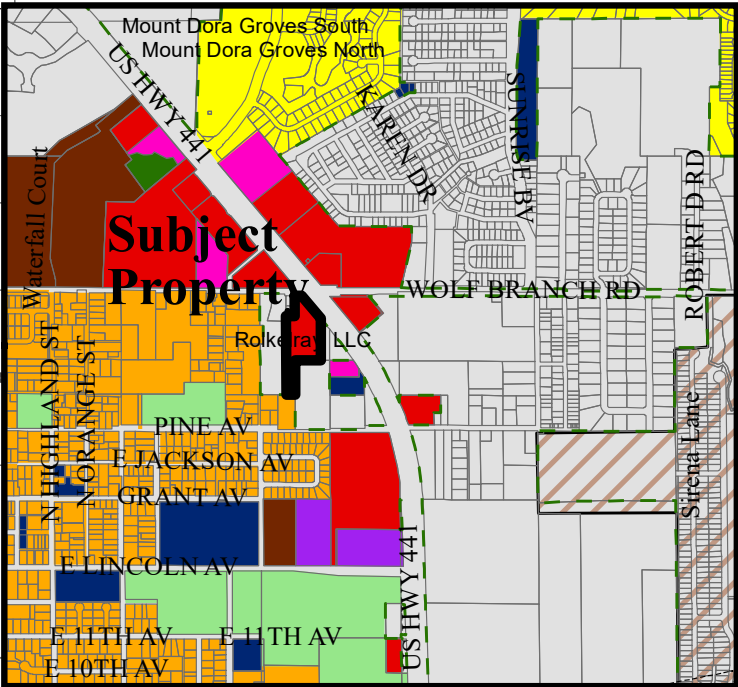
Existing FLU: County Commercial
Proposed FLU: City Commercial



0 1,400 2,800 Feet

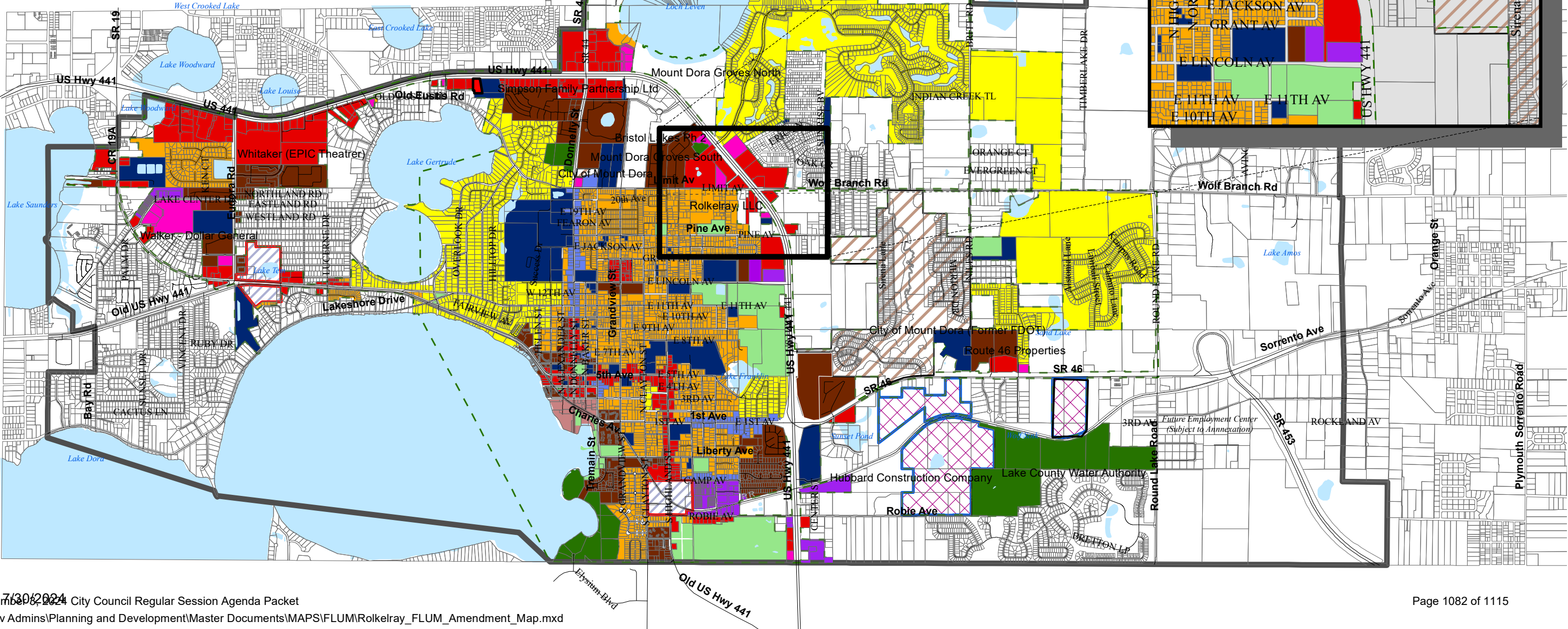
Map II-2a

Small-Scale FLUM Amendment



LEGEND:

- Owner Name**
- Rolkelray, LLC
- Features**
- Mixed Use Traditional (MU-1)
 - Mixed Use Downtown (MU-2)
 - Employment Center
 - Residential Professional/Office
 - Low Density Residential (2.5 DU/AC or Less)
 - Low/Medium Density Residential (4 DU/AC or Less)
 - Medium Density Residential (6 DU/AC or Less)
 - High Density Residential (18 DU/AC or Less)
 - Industrial
 - Commercial
 - Office
 - Recreation
 - Public Lands/Institutions
 - Conservation
 - Water Bodies/Lakes
- City Limits**
- JPA
- Rail Road**



3.4.6. C-1 Neighborhood Commercial District:

1. *Description of district.* This district is established to provide commercial areas that serve neighborhood needs without damaging the residential character of the neighborhood and without attracting traffic from outside the neighborhood. The architecture of the proposed development shall be compatible with the established neighborhood. Areas of the city in which this district is appropriate are designated as "commercial" on the future land use map of the comprehensive plan and are generally located adjacent to Gorham Street, Grandview Street; and between Grant Avenue and Lincoln Avenue. Other areas may be considered which support neighborhood type commercial uses. Proposed sites must be of sufficient size to allow for required buffers.
2. *Permitted uses.*
 - a. Any small convenience retail business or service customarily serving residential neighborhoods as opposed to businesses that serve regional areas, including drug stores, shoe repair, hardware stores jewelry stores, banks, florists, camera stores, luggage stores, tailor shops, photographic studios, restaurants, office supplies, paint stores, antique shops, specialty shops, convenience stores, commercial recreation, and other similar retail and office uses as those shown above.
 - b. Residential associated with the permitted uses set forth in subparagraph a. above.
3. *Conditional uses (See section 2.5.1.5):*
 - a. Churches.
 - b. Funeral homes.
 - c. Day care centers.
 - d. Public service and utility facilities.
 - e. Gas stations.
 - f. Adult living facility.
 - g. Nursing homes.
4. *Prohibited uses:*
 - a. Bars and cocktail lounges.
 - b. Liquor stores.
 - c. Massage parlors.
 - d. Medical marijuana dispensaries.
 - e. Non-medical marijuana sales.
 - f. Cannabis farms.
 - g. All uses not allowed as either a permitted use or a conditional use above are prohibited unless adopted as part of a planned unit development.
5. *Site development standards:*
 - a. Minimum building setbacks: Buildings shall be set back consistent from property lines with existing, adjacent or nearby buildings so as to provide uniform frontage and spacing without blocking reasonable visibility of existing buildings.

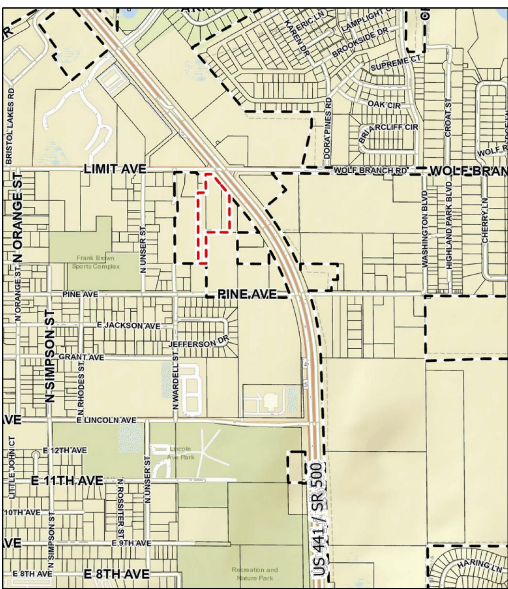
ATTACHMENT #2

- b. Maximum building height: 35 feet.
Within 100 feet of Lake Dora: 25 feet.
- c. Minimum street frontage (ft.): No minimum street frontage is required, provided that building and fire codes can be met and necessary services are provided.
- d. Parking: The C-1 district as described above is recognized as a pedestrian oriented commercial district. Based on the level of pedestrian activity in the district, parking shall be provided based upon availability of land outside the applicable buffer.
- e. Landscaping/buffers: Building shall be buffered from property lines consistent with existing adjacent, or nearby buildings as to provide uniform landscaping and buffering. Landscape planting requirements shall meet the requirements of a type "a" buffer as described in section 6.6.
- f. Floor area ratio (FAR): 0.25.

Owner:
Rolkelray, LLC
635 E. Livingston St
Orlando, FL 32803

Client:
Mr. Mark Wright
Ironcrest Capital, LLC
1710 Windsor Drive
Winter Park, FL 32789

Agent/Consultant:
LPG Urban & Regional
Planners, LLC
Michael Rankin,
Managing Member
1162 Camp Ave.
Mount Dora, FL 32757
352-385-1940



Location

Notes:

Property Address: 20010 US Hwy 441, Mount Dora, FL 32757

Acreage: 4.5/196,020 SF

Flood Zone: X, Community Map Panel:120421-12069C0359E
Existing FLU: Lake County-Regional Commercial
Existing Zoning: Lake County-C-1
Proposed FLU: City of Mont Dora-Commercial
Proposed Zoning: City of Mont Dora-Commercial City of Mount
Proposed Uses: All uses allowed in the C-1 Zoning District consistent with Sec. 3.4.6 of the Mount Dora Land Development Code.

Proposed Intensity:
Shopping Center Square Footage: 29,775 sf
QSR Coffee Square Footage: 1,200 sf
Total Building Square Footage: 30,975 sf

ISR
Maximum: 80%
Proposed: 41%

FAR
Maximum-.25
Proposed- .15

Building Height
Maximum-35'
Proposed-35'

Open Space
Required: 20%
Proposed: 34%

Setback
Front (US-441)-150' from centerline
Front(Limit Ave)-115' from centerline
Side-10'
Rear-10'

Parking:
Shopping Center 1 space per 250 sq feet of gross leasable floor area
Drive Through Coffee: 1 space for each four seats plus one space for each employee on the largest shift.
Required: 124 Parking spaces
Provided: 143 Parking spaces

Drive Through Queuing: 6
Handicap Required: (1 space per 25 required parking spaces per LDC Sec. 6.5.9): 4 Spaces
Handicap Provided: 6 spaces
Bike Parking Required: (5% of total auto spaces (no more than 5 bike racks) per LDC Sec. 6.5.11 (6)):5 Bike Racks
Bike Parking Provided:5 Bike Racks
Wheel Stops shall be provided per LDC Sec. 6.5.11

Landscaping:
Perimeter Buffering: Type "a" Buffer 10'- consisting of 4 canopy trees, five understory trees, and continuous hedge per 100 linear feet(LDC Sec. 6.6.2)
Perimeter Building landscaping-2,920 SF must be on primary façade.

Screening material and design shall be consistent with design treatment of the primary facades of the commercial building or project and the landscape plan

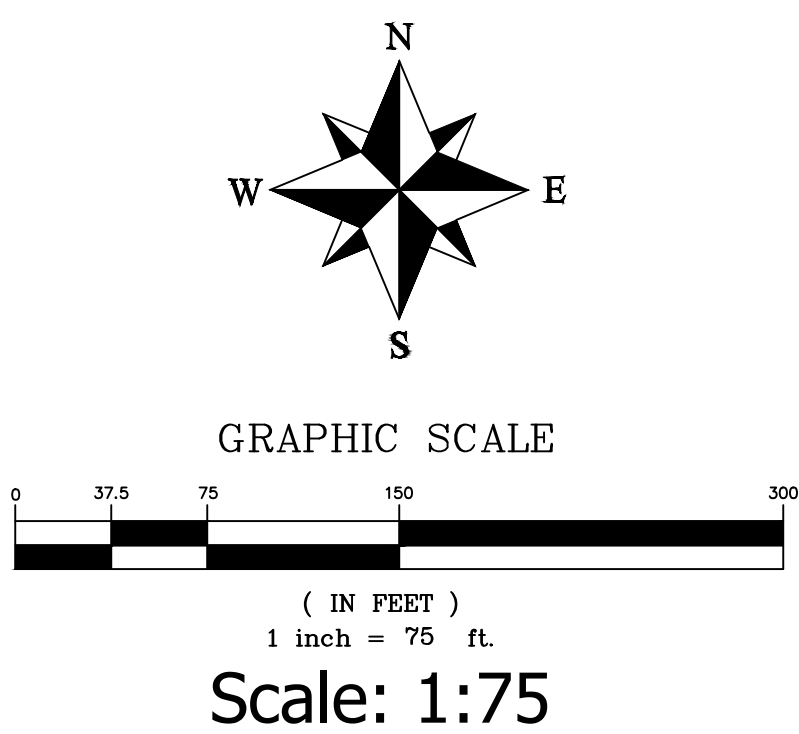
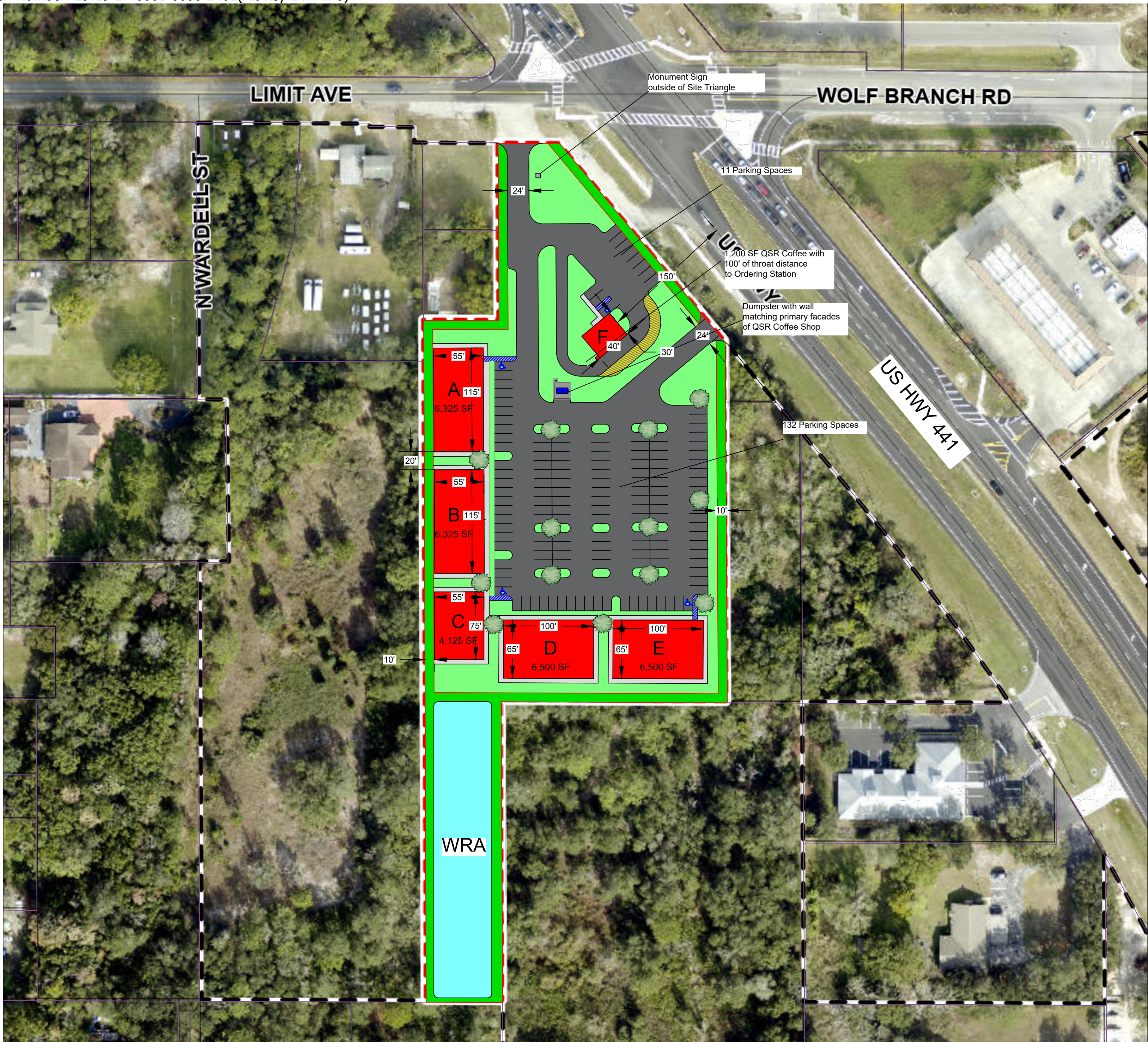
Loading or docking, outdoor storage, trash collection, mechanical equipment, trash compaction, vehicular storage, excluding new and used cars, recycling, roof top equipment and other service function areas shall be fully screened from adjacent properties and road way corridors at ground and pedestrian level.

Loading Zones shall be provided consistent with LDC Sec. 6.5.10.

Site Lighting: Shall be consistent with LDC Sec. 6.5.8 and 6.13. 3(i)(9) in no case shall lighting exceed 30' in height.

Legal Description(s)

Parcel 1: THAT PART OF THE WEST 1/2 OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST IN LAKE COUNTY, FLORIDA, LYING SOUTHWESTERLY OF U.S. HIGHWAY 441.
Parcel Identification Number: 29-19-27-0001-0000-1200 (Alt Key 1447127)
Parcel 2: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA.
Parcel Identification Number: 29-19-27-0001-0000-1300(Alt Key 1447160)
Parcel 3: THE EAST 83.5 FEET OF THE NORTH 3/4 OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST, EXCEPT THAT PORTION SOLD TO WILLIE BURNS AND FLORENCE BURNS, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 232, PAGE 222, AND EXCEPT THAT PORTION SOLD TO AMOS RANSON AND MAGGIE RANSON, HIS WIFE, AS RECORDED IN OFFICIAL RECORDS BOOK 276, PAGE 570.
Parcel Identification Number: 29-19-27-0001-0000-1401(Alt Key 1447178)



Limit Ave
Conceptual Plan
Mt. Dora, FL

Urban & Regional Planners, LLC.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824

Project #: 2108-1
Alt Keys: 1447127, 1447160, 1447178
June 19th, 2024

1 of 1



JUSTIFICATION FOR REZONING

A rezoning is required due to the annexation of the property into the City of Mount Dora. The subject site is located within the Joint Planning Area (JPA) and within the city's Utility Service Area which indicates that a variety of urban uses are expected to occur in the general area. The proposed zoning of C-1 is consistent with the area and adjacent properties. Adjacent properties within the City are zoned C-3, OP, and PLI and properties within Lake County are zoned C-1.



The following provides justification for the rezoning based on the City of Mount Dora Land Development Regulations (LDR) Chapter III, Section 3.3.4.

1. The need and justification for the change;

The applicant wishes to annex the property into the City of Mount Dora. Assignment of a City of Mount Dora future land use and zoning designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water and wastewater. These changed conditions warrant a change in the zoning. The proposed zoning of C-1 is consistent with the area and adjacent properties. Adjacent properties within the City are zoned C-3, OP, and PLI and properties within Lake County are zoned C-1.

ATTACHMENT #2

Direction	Future Land Use	Zoning	Current Use
North	City Commercial	C-3	Undeveloped
South	County Regional Commercial	C-1	Undeveloped
East	County Regional Commercial City Office and PLI	C-1, OP, PLI	Professional Offices, Church
West	County Regional Commercial	C-1	Store/Residence and Undeveloped

2. **The effect of the change, if any, on the particular property and on surrounding properties;**

The existing County zoning is Neighborhood Commercial (C-1) and the proposed City of Mount Dora zoning is also Neighborhood Commercial (C-1); therefore, the change will have no effect on the subject property or surrounding properties. In fact, permitted uses within Lake County C-1 zoning allow for more commercial uses than the City's C-1 category.

3. **The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city;**

The majority of the undeveloped land in the general area is within Lake County and is designated as Neighborhood Commercial (C-1). The proximity of the site adjacent to US Highway 441 and those properties within the City of Mount Dora are zoned Highway Commercial (C-3), Office Professional (OP), and Public Lands (PLI).

4. **The relationship of the proposed amendment to the purposes of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this code and the plan;**

The proposed amendment is in compliance with the following policies, among others of the City of Mount Dora Comprehensive Plan.

Future Land Use

*FLU Objective 2, Policy a
FLU Objective 4, Policy d*

*Level of Service standards for public services and facilities
Require all zoning to be consistent with land use designation*



FLU Objective 4, Policy e Allow non-residential uses in residential areas
FLU Objective 4, Policy (g)(6) Commercial (C-1)
FLU Objective 6, Policy (b)(c)(d) Compact Growth

5. The availability and provision of adequate services and facilities;

City water and wastewater services are available to the site. Adequate capacity is available to serve future development consistent with the requested Commercial future land use designation and rezoning to Neighborhood Commercial (C-1). US Highway 441 and Limit Avenue has sufficient capacity to serve development on the subject site. Upon annexation, the City will provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

The traffic impact analysis prepared by Walsh Traffic Engineering submitted for the rezoning indicates that the project will not adversely impact area roadways. Access to the subject site is proposed from Limit Avenue and US Highway 441.

6. The impact of the natural environment;

The environmental assessment prepared by Universal submitted for the rezoning indicates that no protected species or wetlands are on the subject site.



CITY OF
MOUNT
DORA

Z24-01

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191

E-mail: plandev@cityofmountdora.com

REZONING APPLICATION

Date: May 28, 2024

1. Applicant's Name: Michael Rankin, Managing Member
Company's Name: LPG Urban and Regional Planners, LLC
Address: 1162 Camp Ave.
City, State & Zip: Mount Dora, FL 32757
Phone: 352-385-1940 E-mail: MichaelR@lpgurp.com
2. Owner's Name: Roland Magyar, Member
Company's Name: Rolkelray, LLC
Address: 635 E. Livingston Street
City, State & Zip: Orlando, FL 32803
Phone: 407-446-6537 E-mail: rmagyar@att.net
3. The property generally located and list adjacent streets: South of Limit Ave. and
west of US Highway 441
4. The address(s) of the property: 200 10 US Highway 441
5. Size of property in Acres: 4.54 Square Feet: 197,762
6. Current Zoning District: Lake County C-1
7. Requested Zoning District: C-1
8. Future Land Use Category: Commercial
9. Present use and structures on the property (list number of residential dwelling units):
Vacant

ATTACHMENT #2

10. Building Size (Existing): N/A
11. Proposed use of property: Neighborhood commercial such uses as restaurant, coffee shop, medical, and retail
12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):
See Attached Justification for Rezoning
13. Is the proposed use permissible in the requested district? Yes
14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

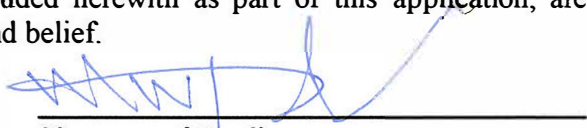
Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	Commercial	C-3	Undeveloped
South	County/City	Regional Commercial/Commercial	C-1	Undeveloped
East	County/City	Regional Commercial/Office and	C-1, OP, PLI	Professional Offices, Church
West	County	Regional Commercial	C-1	Store/Residence and Undeveloped

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Michael Rankin, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.



Signature of Applicant

Michael Rankin

Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 19th day of June
20²⁴ by Michael Rankin who is personally known to me or who has
produced _____ as identification and who did _____ or did
not ✓ take an oath.

SEAL:





Notary Public

Sherie D. Lindh

Print or Type Name

SUBMITTAL CHECKLIST

Provide electronic copies (PDF) of the application, drawings, reports, and all supported documents listed below. Application may be uploaded to City's FTP site at the following link: <https://mountdora.files.com>. Application drawings and document may be copied to CD, thumb drive and delivered to the Planning and Development Department. Contact staff for alternative submittals methods.

The following items must be submitted:

1. Application Fee: **\$3,000.00**

*Resubmittal Fee: If substantial revisions are required as determined by the development review committee, all planning, zoning, and development applications shall be submitted within 60 days from the development review committee meeting at which the recommendations were made. After the 60 day time-frame a new application fee is required prior to any further city review.

Note: Additional costs incurred by the city engineer, city attorney, or outside consultants shall be billed directly to the applicant.
2. Completed application (signed and notarized affidavit).
3. Owner authorization letter, notarized from the owner(s), designating the applicant/party to act on their behalf.
4. List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Lake County Property Appraisers. Provide written list (see attached) and provide list in Excel Spread Sheet Format and copy Excel spread sheet to CD with submittal packet.
5. The Property Card(s) from the Lake County Property Appraiser's office.
6. Future Land Use and Zoning Maps.
7. Proof of ownership (warranty deed or title certificate).
8. Boundary Survey signed and sealed (recent, accurate survey showing all existing improvements on the property and certified by the surveyor, drawn to engineering scale). Plus seven (2) extra copies of the boundary survey for the remaining packets. Include one reduced survey copy not larger than 11" x 17" paper size, if the original survey is prepared on a large size paper.
9. Legal description of the property in MS Word format (include in CD or email to staff).
10. Traffic Impact Analysis, signed and sealed. Plus a PDF copy to CD.
11. Provide needs and justification for the change. Also, include zoning criteria pursuant to Section 3.3 of the City's land Development Code.

ATTACHMENT #2

12. Provide evidence and documentation of undeveloped land having the same classification as proposed the general area the throughout the City.
13. The relationship of the proposed change in zoning to the purposes of the City's Comprehensive Plan and how the proposed change will further the purposes and intent to the Comprehensive Plan.
14. The relationship of the proposed change in zoning to the purposes of the City's Land Development Code and how the proposed change will further the purposes and intent to the Land Development Code.
15. The availability and provision of adequate services and facilities.
16. The impact on the natural environment.

RESTRICTIONS ON RECONSIDERATION

- Whenever the City Council has taken action to deny a petition to rezone the property, the City shall not:
 - Consider any further petition for the same rezoning of all or any part of the same property for a period of one (1) year from the date of such action;
 - Consider a petition for any kind of zoning on all or any part of the same property for a period of six (6) months from the date of such action. However, a motion to reconsider the denial may be entertained by the Council.
- Whenever the City Council has changed the zoning of any property, the Planning and Zoning Commission shall not consider any petition for rezoning of all or any part of the same property for a period of six (6) months from the effective date of the amendatory ordinance.
- The time limits of this subsection may be waived by the City Council when such action is deemed necessary to prevent injustice.

PROCEDURES

1. Application Submittal Due Date: Completed application form with support documents must be submitted on or before the first Monday on any month.

***** Incomplete submittals will not be accepted*****

1. Following complete submittal, the application will be scheduled for the next available Development Review Committee (DRC) meeting for review and comment.
2. If approved by the Development Review Committee the application will be forwarded to the next available Planning and Zoning Commission meeting.

ATTACHMENT #2

3. Following action by the Planning and Zoning Commission, the application will be forwarded to the City Council at their next available meeting for final action.

SURROUNDING OWNERS LIST

List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Property owners obtained from the Lake County Property Appraisers web site. Provide a written list (see below). Also provide the owners list in Excel Spread Sheet Format and copy to CD with submittal packet.

Akara Hatcher
Name
1800 Memorial Dr. SE , Apt. G6
Address
Atlanta GA 30317
City State Zip

Army of Christ
Name
P.O. Box 677
Address
Mount Dora FL 32756-0677
City State Zip

Silva Harris
Name
2020 N Unser St.
Address
Mount Dora FL 32757
City State Zip

William Farmer
Name
1 Savannah Sq Dr, Unit 81
Address
Savannah GA 31406
City State Zip

Sharon Johnson
Name
1720 N Unser St.
Address
Mount Dora FL 32757
City State Zip

Lueberthay McGee
Name
2056 NW 55th Blvd., Apt B 11
Address
Gainesville FL 32653
City State Zip

Robert Scott
Name
2060 Highland Park Blvd.
Address
Mount Dora FL 32757
City State Zip

Christopher Shipley
Name
20110 US Highway 441
Address
Mount Dora FL 32757
City State Zip

Rokel, Inc.
Name
1541 Sunset Circle
Address
Mount Doa FL 32757
City State Zip

Name

Address

City State Zip

Note: Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices after 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing. Such cost shall be billed directly to the applicant.

Updated 5/13/2021

ATTACHMENT #2

3. Following action by the Planning and Zoning Commission, the application will be forwarded to the City Council at their next available meeting for final action.

SURROUNDING OWNERS LIST

List the owner's names and mailing addresses for all property lying within 300 feet surrounding the property, as recorded on the latest Official Tax Rolls. Property owners obtained from the Lake County Property Appraisers web site. Provide a written list (see below). Also provide the owners list in Excel Spread Sheet Format and copy to CD with submittal packet.

Samantha Taylor
Name
1501 E Pine Ave.
Address
Mount Dora FL 32757
City State Zip

CFL-SFR LLC
Name
7958 Via Dellagio Way, Suite 304
Address
Orlando FL 32819
City State Zip

KEDA Properties LLC
Name
433 Lime Ave
Address
Daytona Beach FL 32124
City State Zip

Albert Larry
Name
1999 N Wardell St.
Address
Mount Dora FL 32757
City State Zip

AJK, Inc.
Name
P.O. Box 1751
Address
Apopka FL 32704
City State Zip

ARC Lwaugga001 LLC
Name
11995 El Camino Real
Address
Sand Diego CA 92130-253
City State Zip

Dora Pines Land Trust
Name
3600 N Highway 19A
Address
Mount Dora FL 32757
City State Zip

Racetrac Petroleum, Inc.
Name
P.O. Box 2437
Address
Smyrna GA 30081-243
City State Zip

Elbert Harris
Name
1309 Golf Point Loop
Address
Apopka FL 32712
City State Zip

Name
Address
City State Zip

Note: Hearing Notifications (Mailings): The applicant shall pay, as part of the application fee, mailings to surrounding owners for the initial 200 notices. The applicant shall reimburse the City the mailing cost for all notices after 201 and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing. Such cost shall be billed directly to the applicant.

Updated 5/13/2021

ATTACHMENT #2

Potable water summary

The proposed project consists of 30,975 SF of commercial uses that will be served potable water by the City of Mount Dora. Below are the estimated potable water flows for the project based on the City of Mount Dora engineering standards pursuant to Chapter VII, Section 7.13, 7.13.2.

POTABLE WATER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Sanitary Sewer Summary

The proposed project consists of 30,975 SF of commercial uses that will be served sanitary sewer services by the City of Mount Dora. Below are the estimated sanitary sewer flows for the project.

SANITARY SEWER					
TYPE	GPD/CAPITA	CAPITA/UNIT	DEMAND PER UNIT (GPD)	# OF UNITS	DEMAND TOTAL
COMMERCIAL	0.15	N/A	N/A	30,975 SF	4,646 GPD

Needed Fire Flow Summary

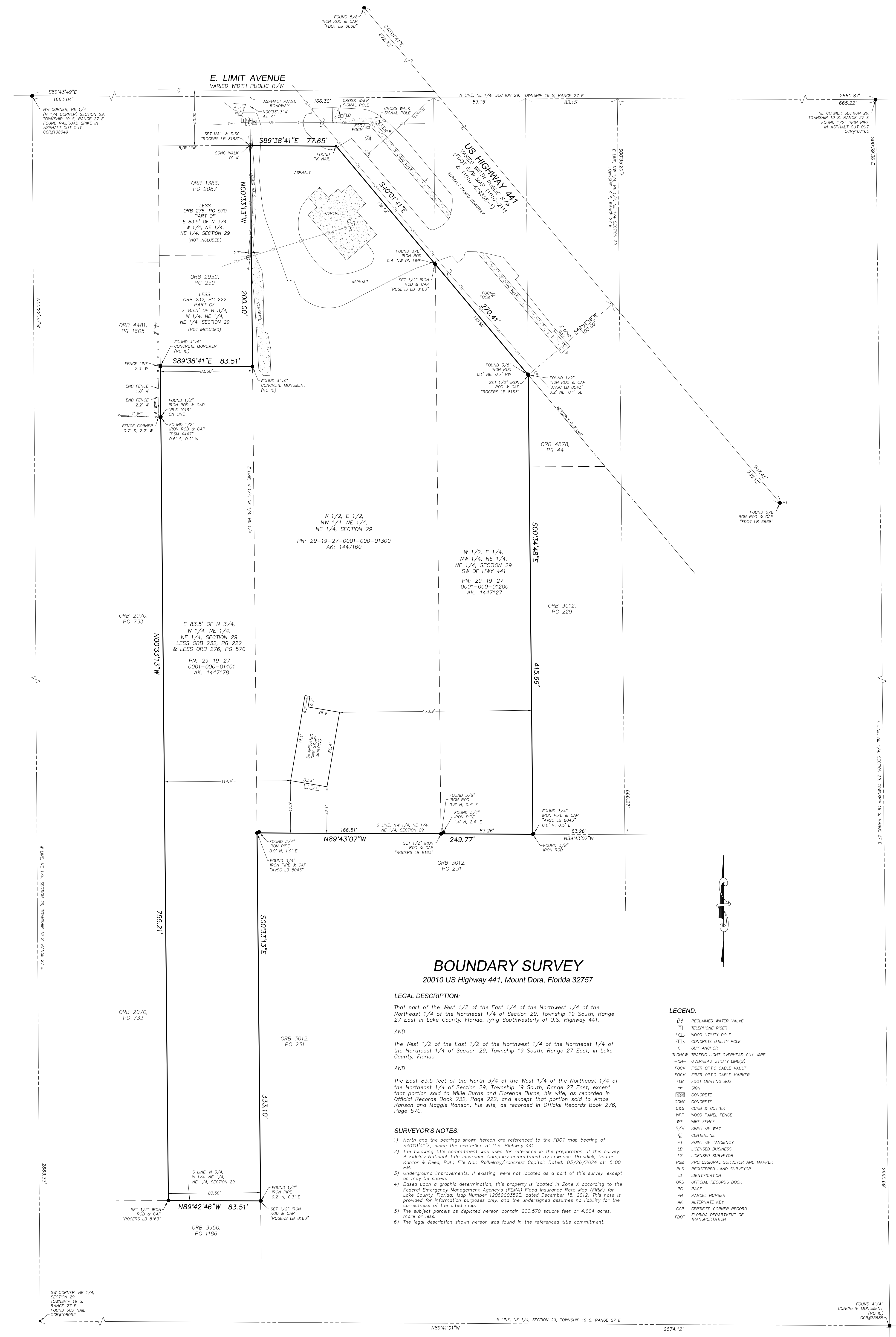
The City of Mount Dora is the fire flow provider for the proposed project location. The proposed project will provide a minimum needed fire flow of 1,500 gpm @ 20 psi per the City of Mount Dora, or those required by the ISO, whichever is greater. Fire hydrants, and fire department connections as required by the City and ISO code will be provided onsite.

Stormwater System Summary

The proposed project will have its own stormwater retention that will provide stormwater treatment and retention. The proposed stormwater ponds will meet the City of Mount Dora and St. Johns River Water Management District requirements.

Roadway Summary

The proposed project will provide connections to the existing roadway network as shown on the concept plan. All onsite drive isles will be privately owned and maintained. All onsite drive isles will be a minimum 24 ft. wide for two-way traffic.



BOUNDARY SURVEY
20010 US Highway 441, Mount Dora, Florida 32757

LEGAL DESCRIPTION:

That part of the West 1/2 of the East 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida, lying Southwesterly of U.S. Highway 441.

AND

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, in Lake County, Florida.

AND

The East 83.5 feet of the North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, except that portion sold to Willie Burns and Florence Burns, his wife, as recorded in Official Records Book 232, Page 222, and except that portion sold to Amos Ranson and Maggie Ranson, his wife, as recorded in Official Records Book 276, Page 570.

SURVEYOR'S NOTES:

- 1) North and the bearings shown hereon are referenced to the FDOT map bearing of S40°14'11"E, along the centerline of U.S. Highway 441.
- 2) The following title commitment was used for reference in the preparation of this survey: A Fidelity National Title Insurance Company commitment by Lowndes, Drosdick, Doster, Kantor & Reed, P.A.; File No.: Rakearay/Ironcrest Capital; Dated: 03/26/2024 at 5:00 PM.
- 3) Underground improvements, if existing, were not located as a part of this survey, except as may be shown.
- 4) Based upon a graphic determination, this property is located in Zone X according to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) for Lake County, Florida; Map Number 12089C0359E, dated December 18, 2012. This note is provided for information purposes only, and the undersigned assumes no liability for the correctness of the cited map.
- 5) The subject parcels as depicted hereon contain 200,570 square feet or 4.604 acres, more or less.
- 6) The legal description shown hereon was found in the referenced title commitment.

LEGEND:

- BS RECLAIMED WATER VALVE
- TR TELEPHONE RISER
- CU WOOD UTILITY POLE
- CTD CONCRETE UTILITY POLE
- C- GUY ANCHOR
- TLOWGW TRAFFIC LIGHT OVERHEAD GUY WIRE
- OH- OVERHEAD UTILITY LINE(S)
- FOCV FIBER OPTIC CABLE VAULT
- FOCM FIBER OPTIC CABLE MARKER
- FLB FDOT LIGHTING BOX
- W SIGN
- CONC CONCRETE
- CONC CONCRETE
- C&G CURB & GUTTER
- WPF WOOD PANEL FENCE
- WF WIRE FENCE
- R/W RIGHT OF WAY
- C CENTERLINE
- PT POINT OF TANGENCY
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RLS REGISTERED LAND SURVEYOR
- ID IDENTIFICATION
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- PN PARCEL NUMBER
- AK ALTERNATE KEY
- CCR CERTIFIED CORNER RECORD
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFIED TO:

Ironcrest Capital LLC
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Fidelity National Title Insurance Company

BRIAN S. ROGERS, PSM ♦ LS 7067
FLORIDA LICENSED SURVEYOR AND MAPPER

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. WHEN ELECTRONICALLY SIGNED AND SEALED, PRINTED COPIES ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE AND SEAL MUST BE VERIFIED ON AN ELECTRONIC COPY OF THIS SURVEY.

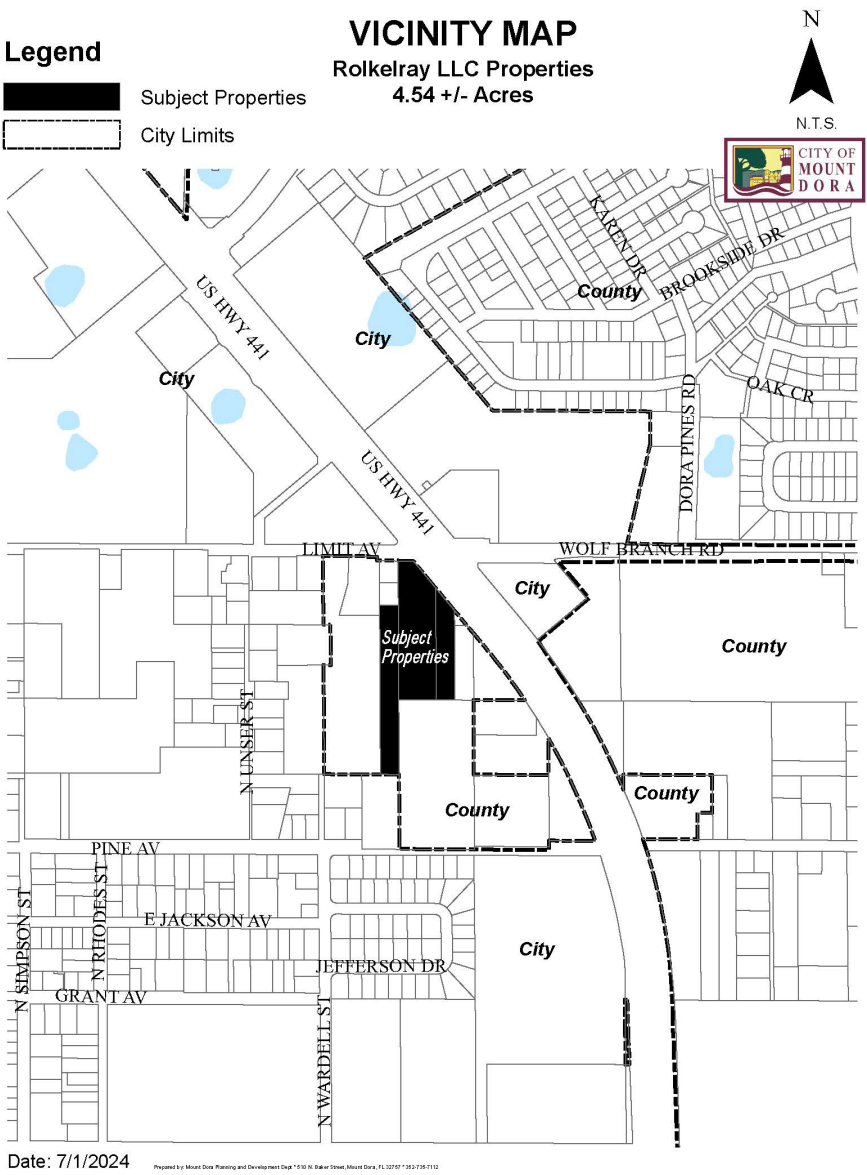
NOTICE OF ZONING CHANGE
ORDINANCE NO. 2024-18
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the Planning and Zoning Commission and the City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2024-18 for proposed changes to the City of Mount Dora Zoning Map. The title and substance of proposed Ordinance is as follows:

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2024-18 includes a Zoning Map Amendment changing certain lands from County Neighborhood Commercial to City Neighborhood Commercial as depicted on the map of this advertisement below:



ATTACHMENT #3

The City of Mount Dora Local Planning Agency (Planning and Zoning Commission) will conduct a public hearing to consider this ordinance on **Wednesday, August 21, 2024 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The City Council of the City of Mount Dora, Florida will conduct public hearings to consider the adoption of Ordinance No. 2024-18 on **Tuesday, September 3, 2024** and **Tuesday, September 17, 2024**. Both meetings will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible.

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planning@mountdora.gov**.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: August 9, 2024

ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Roland D. Magyar DBA Rolkelray LLC (Property Owner) is the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the west side of US Highway 441 and south of Limit Avenue, as depicted on **Exhibit "A"**, attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on August 17, 2024, the City of Mount Dora Planning and Zoning Commission approved the requested zoning district classification change and Zoning Map Amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to City Neighborhood Commercial (C-1), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as legislative findings and intent of the City of Mount Dora.

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the Neighborhood Commercial (C-1) zoning classification:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida, described as follows:
Commence at the Northwest corner of the Northeast 1/4 of Section 29, Township 19 South, Range 27 East, Lake County, Florida; thence run S89°43'49"E, along the North line of said Northeast 1/4 of Section 29, a distance of 1663.04 feet to the East line of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 44.19 feet to the South right of way line of East Limit Avenue; thence run S89°38'41"E, along said South right of way line, 77.65 feet to a point of intersection with the Southwesterly right of way line of U.S. Highway 441 (State Road 500); said Southwesterly right of way line being 100.00 feet Southwesterly of and parallel with the centerline of said right of way of U.S. Highway 441; thence run S40°01'41"E, along said Southwesterly right of way line, a distance of 270.41 feet to the East line of the West 1/2 of the East 1/4 of the Northwest 1/4 of the aforesaid Northeast 1/4 of the Northeast 1/4 of Section 29; thence departing said right of way line run S00°34'48"E, along said East line, a distance of 415.69 feet to the South line of the Northwest 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°43'07"W, along said South line, a distance of 249.77 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run S00°33'13"E, along said East line, a distance of 333.10 feet to the South line of the North 3/4 of the West 1/4 of said Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N89°42'46"W, along said South line, a distance of 83.51 feet to the West line of the East 83.50 feet of said North 3/4 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence N00°33'13"W, along said West line, 755.21 feet to a line lying 200.00 feet Southerly of the aforesaid South right of way line of East Limit Avenue; thence run S89°38'41"E, parallel with said South right of way line, a distance of 83.51 feet to the aforesaid East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29; thence run N00°33'13"W, along said East line, a distance of 200.00 feet to the Point of Beginning.

Containing 200,570 square feet or 4.604 acres, more or less.

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

FIRST READING: September 3, 2024

SECOND READING: September 17, 2024

PASSED AND ADOPTED this 17th day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

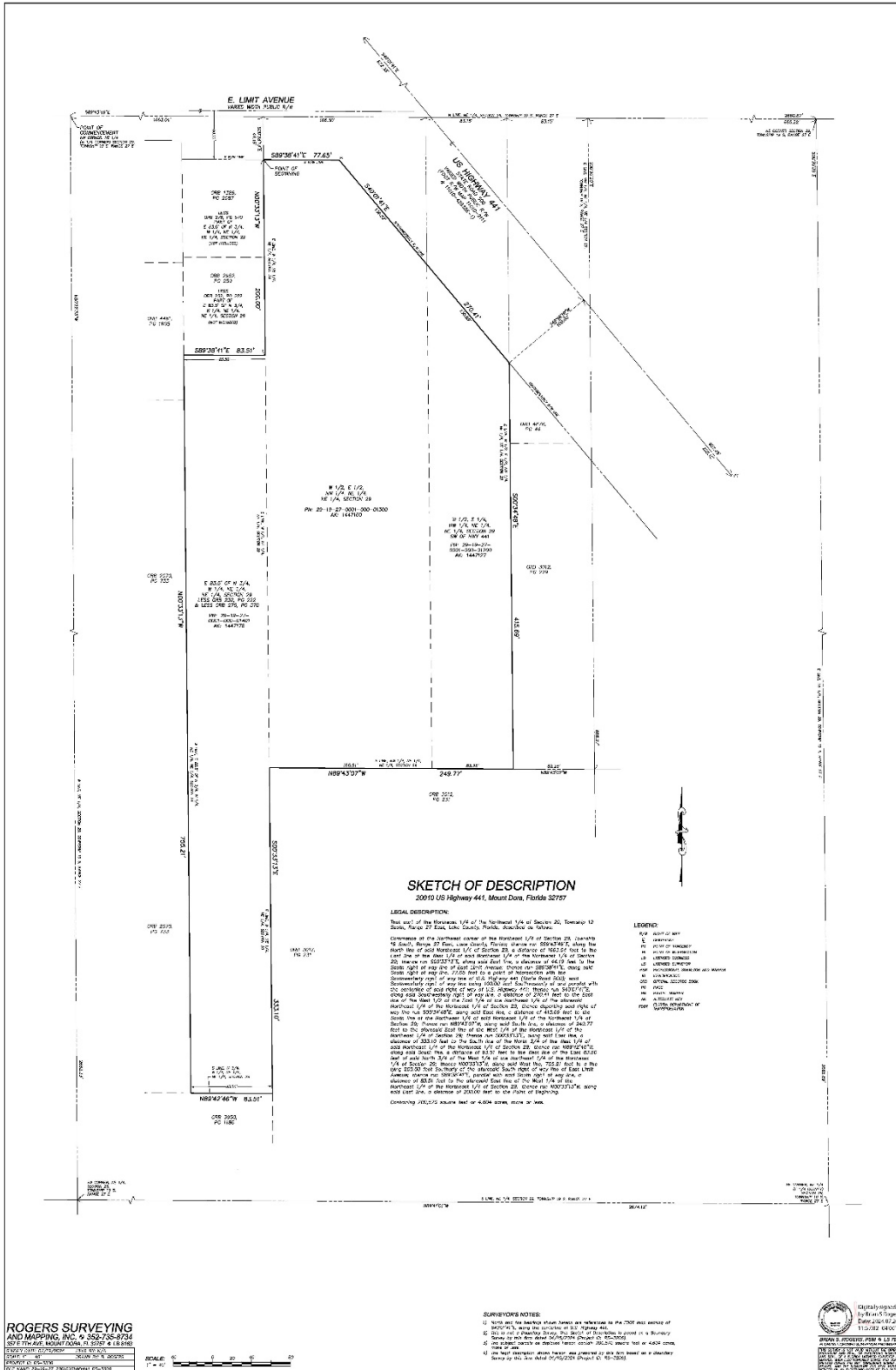
ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney

Property Depiction





510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-18**, Tentative Millage Rate

Introduction:

This is a request for the City Council to approve Resolution No. 2024-18, Tentative Millage Rate for the Fiscal Year 2024-2025.

Discussion:

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a tentative millage rate prior to the adoption of a tentative budget and shall otherwise comply with the controlling provisions of the law. The Lake County Property Appraiser has certified the gross taxable value of property for operating purposes within the City of Mount Dora as \$1,980,213,120 and has certified a rolledback rate of \$5.4731 per \$1,000 of taxable value for the City of Mount Dora. The City Council of the City of Mount Dora, Florida, deems it necessary to levy and does hereby levy a tentative tax of \$6.300 mills upon all real and personal property, railroads and communication lines within the City for operational purposes. The operating levy of \$6.300 mills represents an 11.22% change from the rolled-back rate of \$5.6642 per \$1,000 of taxable value.

Budget Impact:

This establishes the Tentative Millage for Fiscal Year 2024-2025 which will be budgeted at 95%, and which is estimated to be \$11,863,256 in ad valorem proceeds to the General Fund.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to approve Resolution No. 2024-18 Tentative Millage Rate for Fiscal Year 2024-2025.

Attachment(s):

1. Reso 2024-18 Tentative Millage Rate PDF

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Matthew Dodson, Budget Officer

Rita Meade, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 8/12/2024

Approved - 8/14/2024

Approved - 8/19/2024

Approved - 8/19/2024

Final Approval - 8/19/2024

RESOLUTION NO. 2024-18

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR THE ADOPTION OF THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR FINAL BUDGET HEARING; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after conducting a public hearing on Tuesday, July 16, 2024, the City of Mount Dora adopted Resolution No.: 2024-14, certifying the proposed millage rate for Fiscal Year 2024-25 as required by Florida Statutes, Section 200.065; and

WHEREAS, the Lake County Property Appraiser has delivered notice of the City of Mount Dora's proposed property tax to each taxpayer for which the City of Mount Dora, Florida is the taxing authority; and

WHEREAS, following a review of the tentative budget as submitted, the City of Mount Dora has determined that a millage rate of 6.3 mills is necessary to produce sufficient revenue to fund the Fiscal Year 2024-25 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Levy of Ad Valorem Taxes and Percentage Increase. The City of Mount Dora, Florida, hereby tentatively levies the millage rate specified and hereby states the percent, if any, by which the tentative millage rate exceeds the rolled back millage rate, as follows:

Taxing Entity	Tentative Millage Rate	Rolled Back Millage Rate	Percentage Increase Over/ (Under) the Rolled Back Rate
General Fund	6.3 Mills	5.6642	11.22%

SECTION 3. Final Budget Public Hearing. The final public hearing related to the Fiscal Year 2024-25 budget adoption process is scheduled for Tuesday, September 17, 2024 at 6:00 p.m., and will be held at 510 N. Baker Street, Mount Dora, Florida 32757, where interested parties may appear and address the City Council on budget related matters.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby

authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the tentative millage rate for Fiscal Year 2024-25, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of September, 2024.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins, City Attorney



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: September 3, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-19**, Tentative Budget for Fiscal Year 2024-2025

Introduction:

This is a request for the City Council to approve Resolution No. 2024-19, Tentative Budget for Fiscal Year 2024-2025.

Discussion:

The City Council of the City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The City Council pursuant to the Charter of the City of Mount Dora and Chapter 166, Florida Statutes, does hereby adopt Tentative General Fund, Enterprise Funds and all other related Fund Budgets and Capital Improvement Programs (CIP's), in the amount of \$157,846,398 and are attached to Resolution No. 2024-19 as Exhibit "A" which may later be amended by the City Council.

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a Tentative Millage Rate prior to the adoption of a Tentative Budget and shall otherwise comply with the controlling provisions of Florida law.

Budget Impact:

Resolution No. 2024-19 establishes the Tentative Budget for Fiscal Year 2024-2025 for the General Fund, Special Revenue Funds, Debt Service, Capital Improvement Funds, Enterprise Funds and other Internal Services Funds at \$157,846,398.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to approve Resolution No. 2024-19 approving the Tentative Budget for all funds.

Attachment(s):

1. Reso 2024-19 Tentative Budget
2. Exhibit A Tentative Budget

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 8/20/2024
Approved - 8/21/2024
Approved - 8/23/2024
Approved - 8/23/2024
Final Approval - 8/23/2024

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-25; PROVIDING FOR FINAL BUDGET PUBLIC HEARING; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Mount Dora recommended a tentative annual budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025; and

WHEREAS, the City of Mount Dora held budget work sessions on June 10, 2024, July 8, 2024, July 22, 2024 and August 26, 2024, for the purpose of reviewing and, where appropriate, revising the proposed Fiscal Year 2024-25 budget;

WHEREAS, Florida Statutes, Section 200.065, commonly known as the Truth in Millage or TRIM Bill, requires that the City Council hold a public hearing to consider adoption of the tentative millage rate and budget for Fiscal Year 2024-25; and

WHEREAS, on September 3, 2024, after having first adopted a resolution establishing a tentative millage rate for Fiscal Year 2024-2025, the City of Mount Dora held a public hearing and considered adoption of its tentative budget for Fiscal Year 2024-25; and

WHEREAS, during the course of said public hearing, all persons desiring to voice objection or make comments upon the tentative budget for Fiscal Year 2024-25 were given an opportunity to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of the Tentative Budget for Fiscal Year 2024-25. Pursuant to the City of Mount Dora Charter and Florida Statutes, Chapters 166 and 200, the City of Mount Dora hereby adopts the various tentative budgets as set forth in **Exhibit "A"** attached hereto.

SECTION 3. Final Budget Public Hearing. The final public hearing related to the Fiscal Year 2024-25 budget adoption process is scheduled for Tuesday, September 17, 2024 at 6:00 p.m., and will be held at 510 N. Baker Street, Mount Dora, Florida 32757, where interested parties may appear and address the City Council on budget related matters.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Provision. All prior actions of the City of Mount Dora pertaining to the adoption of the tentative budget for Fiscal Year 2024-25, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this 3rd day of September, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Patrick Brackins
City Attorney

Exhibit “A”
Tentative Budget for
Fiscal Year 2024-25

Resolution No. 2024-19

4 of 4

Exhibit "A"

TENTATIVE BUDGET FISCAL YEAR 2024 - 2025			
FUND	REVENUE	EXPENSES	Variance
001 - General Fund	\$ 32,108,358	\$ 32,108,358	\$ -
111 - Discretionary Sales Tax	\$ 2,124,656	\$ 2,124,656	\$ -
117 - Community Redevelopment Agency	\$ 3,134,847	\$ 3,134,847	\$ -
118 - Northeast Community Redevelopment Agency	\$ 17,740,036	\$ 17,740,036	\$ -
123 - Protective Inspections	\$ 2,158,529	\$ 2,158,529	\$ -
124 - Police Impact Fee	\$ 303,565	\$ 303,565	\$ -
125 - Fire Impact Fee	\$ 415,513	\$ 415,513	\$ -
126 - Library Impact Fee	\$ 1,359,085	\$ 1,359,085	\$ -
127 - Parks Impact Fee	\$ 2,552,930	\$ 2,552,930	\$ -
131 - Fire Assessment Fee	\$ 4,496,844	\$ 4,496,844	\$ -
150 - Cemetery	\$ 148,677	\$ 148,677	\$ -
200 - Debt Service	\$ 1,244,363	\$ 1,244,363	\$ -
310 - Capital Construction	\$ 21,060,500	\$ 21,060,500	\$ -
410 - Electric	\$ 13,534,701	\$ 13,534,701	\$ -
415 - Electric Construction	\$ 2,991,500	\$ 2,991,500	\$ -
421 - Water / Wastewater Utility	\$ 17,027,710	\$ 17,027,710	\$ -
422 - Wastewater Impact Fee	\$ 9,603,852	\$ 9,603,852	\$ -
423 - Water Impact Fee	\$ 2,209,690	\$ 2,209,690	\$ -
425 - Water / Wastewater Construction	\$ 7,831,900	\$ 7,831,900	\$ -
430 - Sanitation Utility	\$ 3,473,307	\$ 3,473,307	\$ -
440 - Stormwater Utility	\$ 2,807,751	\$ 2,807,751	\$ -
445 - Stormwater Construction	\$ 1,520,000	\$ 1,520,000	\$ -
500 - Public Work Warehouse	\$ 694,800	\$ 694,800	\$ -
501 - Vehicle Replacement	\$ 370,000	\$ 370,000	\$ -
510 - Self Insured Health	\$ 5,716,654	\$ 5,716,654	\$ -
515 - Property & Casualty & Workers Compensation	\$ 1,216,630	\$ 1,216,630	\$ -
Total City Wide Budget	<u>157,846,398</u>	<u>157,846,398</u>	<u>-</u>