ARP EXECUTIVE COMMITTEE AGENDA PACKAGE

NOVEMBER 12, 2026

9:15 a.m. [NOTE TIME] (or immediately following the Board of Directors meeting)

Dial-in info: 1-321-299-0575

Meeting ID Number: 218 327 276 344#

Committee Members

Javier Cisneros, Fort Pierce – Chair
Robert Page, Green Cove Springs – Vice Chair

Christina Farmer, Bushnell
Lynne Mila, Clewiston
Steve Doyle, Fort Meade
Leigh Davis, Havana
Allen Putnam, Jacksonville Beach
Lynne Tejeda, Key West
Brian Horton, Kissimmee
Brad Chase, Leesburg
Rance Green, Newberry
Doug Peebles, Ocala
Drew Mullins, Starke

Meeting Location
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819
(407) 355-7767

MEMORANDUM

TO: FMPA Executive Committee

FROM: Jacob A. Williams, General Manager and CEO

DATE: Thursday, November 05, 2026

RE: FMPA Executive Committee Meeting - **Thursday, November 12, 2026 at 9:15 a.m. [NOTE TIME]**
(or immediately following the Board of Directors meeting)

PLACE: Florida Municipal Power Agency
8553 Commodity Circle, Orlando, FL 32819
Fredrick M. Bryant Board Room

DIAL-IN: **321-299-0575, Meeting Number 218 327 276 344 #**

LINK: **Join the meeting now**

(If you have trouble connecting via phone or internet, call 407-355-7767)

Chairman Javier Cisneros, Presiding

AGENDA

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***Item also on the Board of Directors Agenda.**

****** Item(s) Subject to Super Majority Vote**

NOTE: One or more participants in the above referenced public meeting may participate by telephone. At the above location there will be a speaker telephone so that any interested person can attend this public meeting and be fully informed of the discussions taking place either in person or by telephone communication. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or (888) 774-7606, at least two (2) business days in advance to make appropriate arrangements.

AGENDA ITEM 1 - CALL TO ORDER, ROLL CALL, DECLARATION OF QUORUM

Executive Committee
November 12, 2026

AGENDA ITEM 2 – Set Agenda (by Vote)

Executive Committee
November 12, 2026

AGENDA ITEM 3 – RECOGNITION OF GUESTS

Executive Committee
November 12, 2026

AGENDA ITEM 4 – PUBLIC COMMENTS (INDIVIDUAL COMMENTS TO BE LIMITED TO 3 MINUTES)

Executive Committee
November 12, 2026

AGENDA ITEM 5 – COMMENTS FROM THE CHAIR

Executive Committee
November 12, 2026

AGENDA ITEM 6 – REPORT FROM THE GENERAL MANAGER

Executive Committee
November 12, 2026

AGENDA ITEM 7 – CONSENT AGENDA

a. Approval of Meeting Minutes – Meetings Held October 15, 2026, and ARP Telephonic Rate Workshop Held October 14, 2026

Executive Committee
November 12, 2026

CLERKS DULY NOTIFIED ..... October 08, 2026
AGENDA PACKAGES POSTED ..... October 08, 2026

MINUTES
EXECUTIVE COMMITTEE MEETING
THURSDAY, OCTOBER 15, 2026
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819

PARTICIPANTS PRESENT:
Christina Farmer, Bushnell (virtual)
Javier Cisneros, Fort Pierce
Robert C. Page, Green Cove Springs (virtual)
Howard McKinnon, Havana
Allen Putnam, Jacksonville Beach
Lynne Tejeda, Key West (virtual)
Jason Terry, Kissimmee
Brad Chase, Leesburg (virtual)
Doug Peebles, Ocala (virtual)
Drew Mullins, Starke

OTHERS PRESENT
Michael Poucher, Bartow (virtual)
Claudia Rasnick, Gainesville (virtual)
Barbara Quinones, Homestead (virtual)
Matt Seeley, Jacksonville Beach
Justin Buckman, Kissimmee (virtual)
Kevin Crawford, Kissimmee (virtual)
Tory Bombard, Lakeland (virtual)
Ed Liberty, Lake Worth Beach
Brian King, Lake Worth Beach (virtual)
Efren Chavez, New Smyrna Beach (virtual)
Jordan Marlowe, Newberry (virtual)
Eric Walters, Tallahassee (virtual)
Olivia Minshew, Wauchula (virtual)
Michael Miller, Williston (virtual)
Larry Mattern, Consultant

STAFF PRESENT
Jacob Williams, General Manager and CEO
Jody Finklea, General Counsel and Chief Legal Officer
Ken Rutter, Chief Operating Officer
Rich Popp, Chief Financial Officer
Chris Gowder, Chief System Operations and Technology Officer
Dan O'Hagan, Deputy General Counsel and Manager of Regulatory Compliance
Sharon Adams, Chief People and Member Services Officer
Sue Utley, Executive Asst. /Asst. Secy. to the Board
Susan Schumann, Public Relations and External Affairs Manager
Emily Maag, Senior Public Relations Specialist

Jason Wolfe, Financial Planning Rates and Budget Director
Navid Nowakhtar, Member Services Strategic Planning & Analytics Vice President
Jay Butters, Vice President of Generation Operations
Tim Jackson, Vice President of Generation Planning and Organizational Development
Wallace Whiting IV, Senior Regulatory Compliance Administrator
Denise Fuetes, Budget and Financial Analyst III
Mary Kathryn Patterson, Senior Public Relations Specialist
David Schuman, Generation Fleet Engineering Director
Andrei Benjamin, Cloud Systems Administrator
Mike McCleary, Senior Manager of Member Services

ITEM 1 - CALL TO ORDER, ROLL CALL, AND DECLARATION OF QUORUM

Chair Javier Cisneros, Fort Pierce, called the FMPA Executive Committee meeting to order at 9:45a.m., Thursday, October 15, 2026. A video and audio connection for public attendance and participation was broadcast in the Frederick M. Bryant Board Room at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida. The roll was taken, and a quorum was declared with 10 Members present out of a possible 13.

ITEM 2 – SET AGENDA (BY VOTE)

MOTION: Drew Mullins, Starke, moved approval of the agenda as presented. Jason Terry, Kissimme, seconded the motion. Motion carried 10-0.

ITEM 3 – RECOGNITION OF GUESTS

Chair, Javier Cisneros introduced Howard McKinnon, Havanah back to the Executive Committee.

ITEM 4 – PUBLIC COMMENTS

None.

ITEM 5 – COMMENTS FROM THE CHAIRMAN

Discussion around the upcoming Info Item on excess power sales and expansion by Chris Gowder.

ITEM 6 – REPORT FROM GENERAL MANAGER

No further comments.

ITEM 7 –CONSENT AGENDA

a. Approval of Meeting Minutes – Executive Committee Meeting Held September 17, 2026 and ARP Telephonic Rate Workshop Held September 15, 2026
b. Approval of Treasury Reports – As of August 31, 2026
c. Approval of the Agency and All-Requirements Project Financials as of August 31, 2026
d. ARP 12-month Capacity Reserve Margin Report

MOTION: Drew Mullins, Starke, moved approval of the Consent Agenda as presented. Allen Putnam, Jacksonville Beach, seconded the motion. Motion carried 10-0.

ITEM 8 – ACTION ITEMS:

a. Approval of Bartow Energy Gas Lateral with Gulfstream Gas Capacity Agreements

Rich Popp presented the gas lateral with Gulfstream Gas Capacity Agreements.

MOTION: Allen Putnam, Jacksonville Beach, moved to approve the two attached agreements, the Contract Transportation Service Agreement and the Gulfstream Pipeline Capacity Release Agreement. Drew Mullins, Starke, seconded the motion. Motion carried 10-0.

b. Approval of Revised Rate Schedule B-1 to be Effective October 1, 2026.**

Denise Fuentes presented the revised rate schedule B-1.

MOTION: Drew Mullins, Starke, moved approval of the revised ARP Rate Schedule B-1, effective Oct. 1, 2026. Allen Putnam, Jacksonville Beach, seconded the motion. Motion carried 10-0.

ITEM 9 – INFORMATION ITEMS:

a. Generation Financial Exceptions

Ken Rutter presented the generation financial exceptions.

b. Excess Power Sales and Expansion Discussion Update

Chris Gowder presented the excess power sales and expansion discussion update.

c. Potential Coordinated Customer Demand-Side Management Program

Chris Gowder presented the coordinated customer demand-side management program.

d. Section 29 Withdrawal Payment Estimates for 2026

Jason Wolfe presented the withdrawal payment estimates.

e. Transco Natural Gas Delivered Capacity Renewal

Rich Popp presented the Transco natural gas delivered capacity renewal.

ITEM 10 – Member Comments

Chair Javier Cisneros, Fort Piere recognized Jody Finklea 25 year anniversary on October 8th and thanked him for his service to the members.

ITEM 11 – Adjournment

There being no further business, the meeting was adjourned at 11:12a.m.

Javier Cisneros Chairman, Executive Committee	Sue Utley Assistant Secretary
Approved: _____	Seal

AGENDA ITEM 7 – CONSENT AGENDA

b. Approval of Treasury Reports as of September 30, 2026

Executive Committee
November 12, 2026

AGENDA PACKAGE MEMORANDUM

TO: FMPA Executive Committee

FROM: Patrick Grogan

DATE: November 5, 2026

ITEM: EC 7(b) – Approval of the All-Requirements Project Treasury Reports as of September 30, 2026

Introduction

- This report is a quick summary update on the Treasury Department's functions.
- The Treasury Department reports for September are posted in the member portal section of FMPA's website.

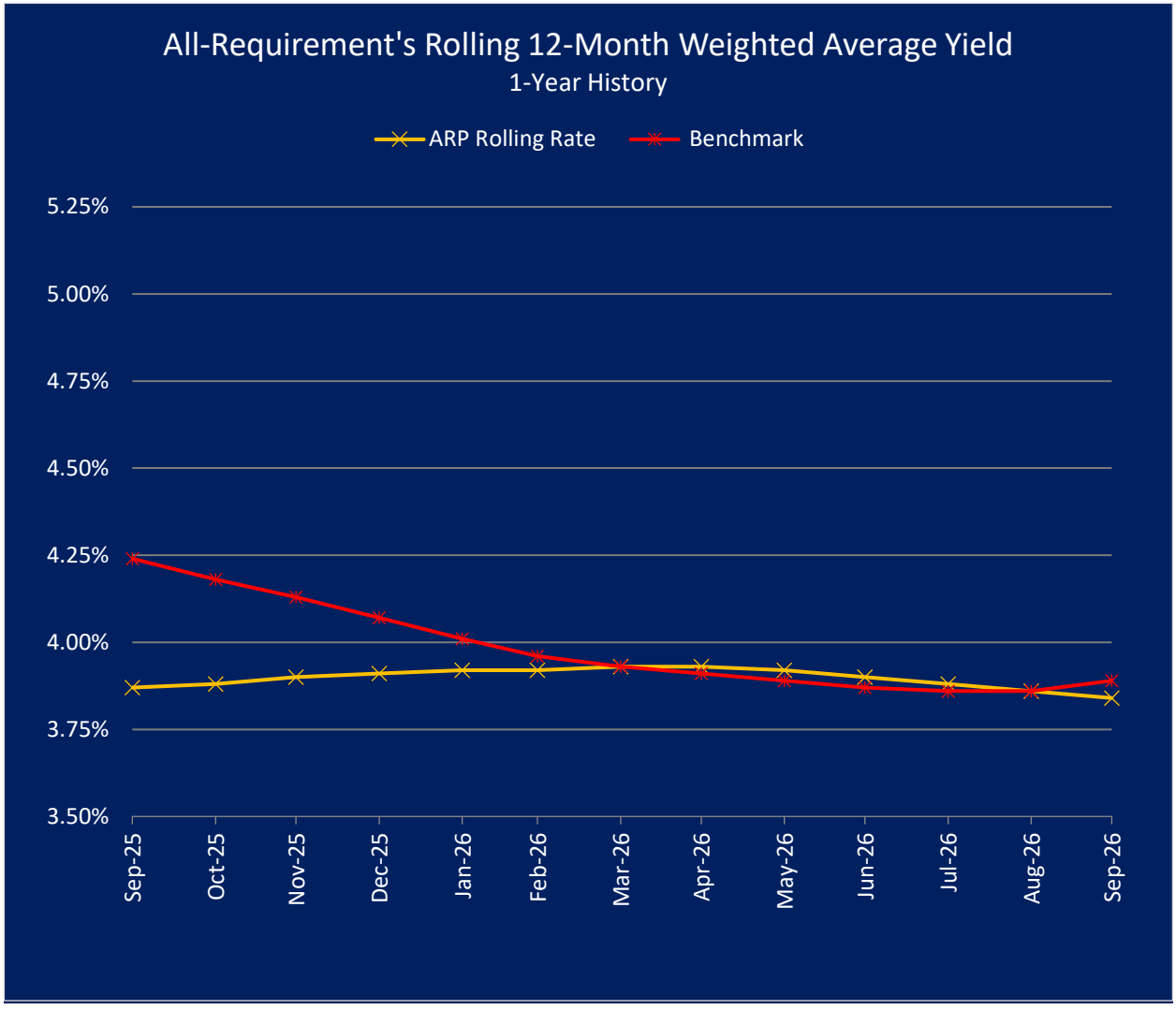
Debt Discussion

As of September 30, 2026, the All-Requirements Project has $697,460,000 of fixed-rate debt outstanding. Following the closing of the Series 2026A and 2026B Bonds on August 13, 2026, the Project's variable-rate line of credit exposure was eliminated, and the debt portfolio is now 100% fixed rate. The estimated debt interest funding for fiscal year 2026 is $24,521,433.

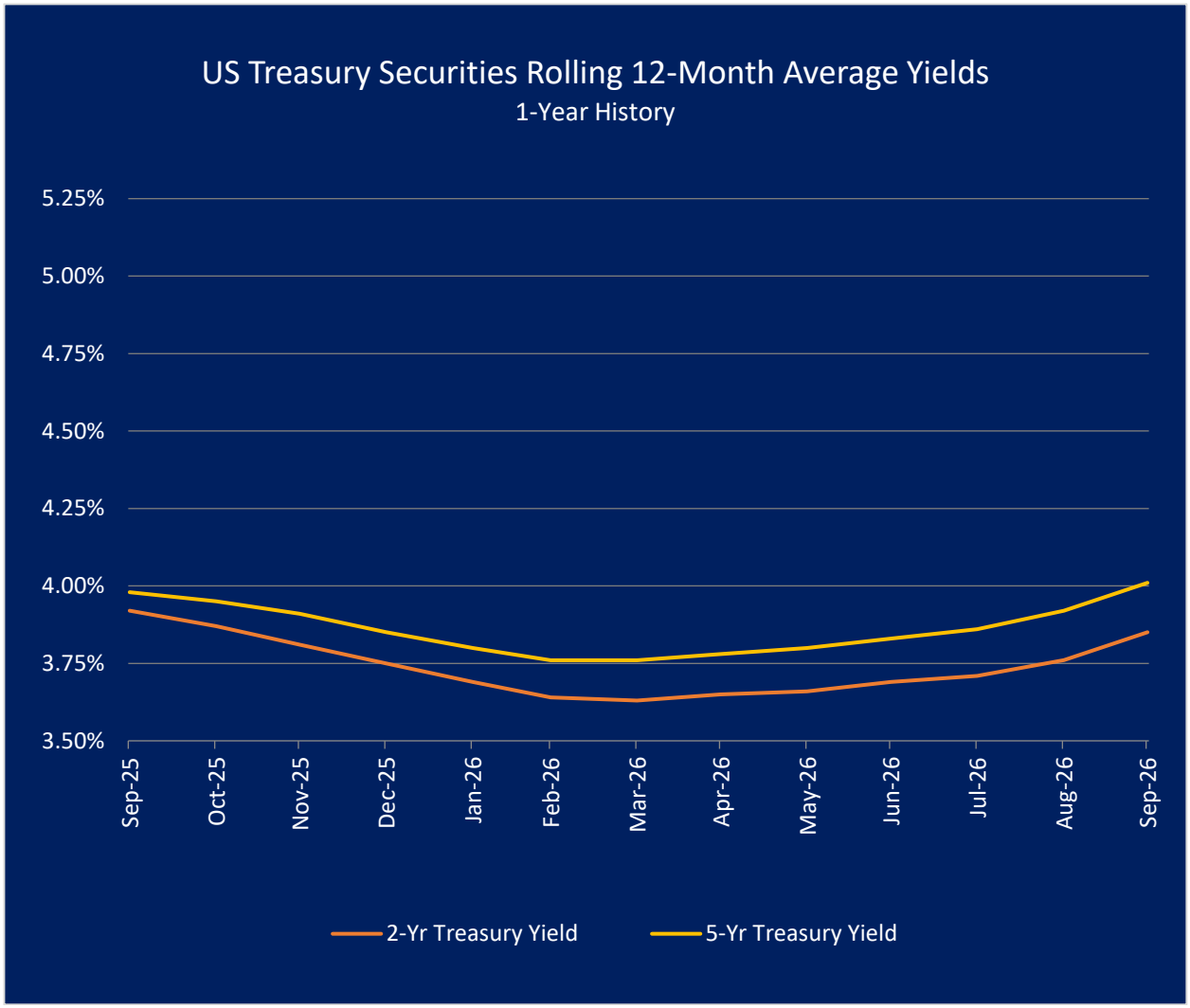
Investment Discussion

The investments in the Project are comprised of debt from the government-sponsored enterprises such as the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae), as well as investments in U.S. Treasuries, Municipal Bonds, Certificates of Deposits, Corporate Notes, Commercial Paper, Local Government Investment Pools, and Money Market Mutual Funds.

As of September 30, 2026, the All-Requirements Project investment portfolio had a rolling 12-month weighted average yield of 3.84%. This reflects continued investment in higher-yielding securities as interest rates remain elevated. The benchmarks (SBA's Florida Prime Fund and the 2-year US Treasury Note) and the Project's rolling 12-month weighted average yields are graphed below:



Below is a graph of the rolling 12-month average US Treasury yields for the past year. The orange line is the 2-year Treasury which had a rolling 12-month average yield on September 30, 2026, of 3.85%. The yellow line is the 5-year Treasury rolling 12-month average yield which was 4.01%.



The Investment Report for September is posted in the "Member Portal" section of FMPA's website.

Recommended Motion

Move for approval of the Treasury Reports for September 30, 2026.

AGENDA ITEM 7 – CONSENT AGENDA

c. Approval of the Agency and All-Requirements Project Financials as of September 30, 2026

Executive Committee
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Rich Popp
Chief Financial Officer

AGENDA PACKAGE MEMORANDUM

TO: **FMPA Executive Committee**

FROM: **Rich Popp**

DATE: **November 5, 2026**

SUBJECT: **EC 7c– Approval of the Agency and All Requirements Project Preliminary Financials as of the period ended September 30, 2026**

Discussion: The summary and detailed financial statements, which include GASB #62 transactions, of the Agency and All Requirements Project for the period ended September 30, 2026, are posted on the Document Portal section of FMPA's website.

Recommended: Move approval of the Agency and All-Requirements Project Preliminary Financial Reports for the month ended September 30, 2026.

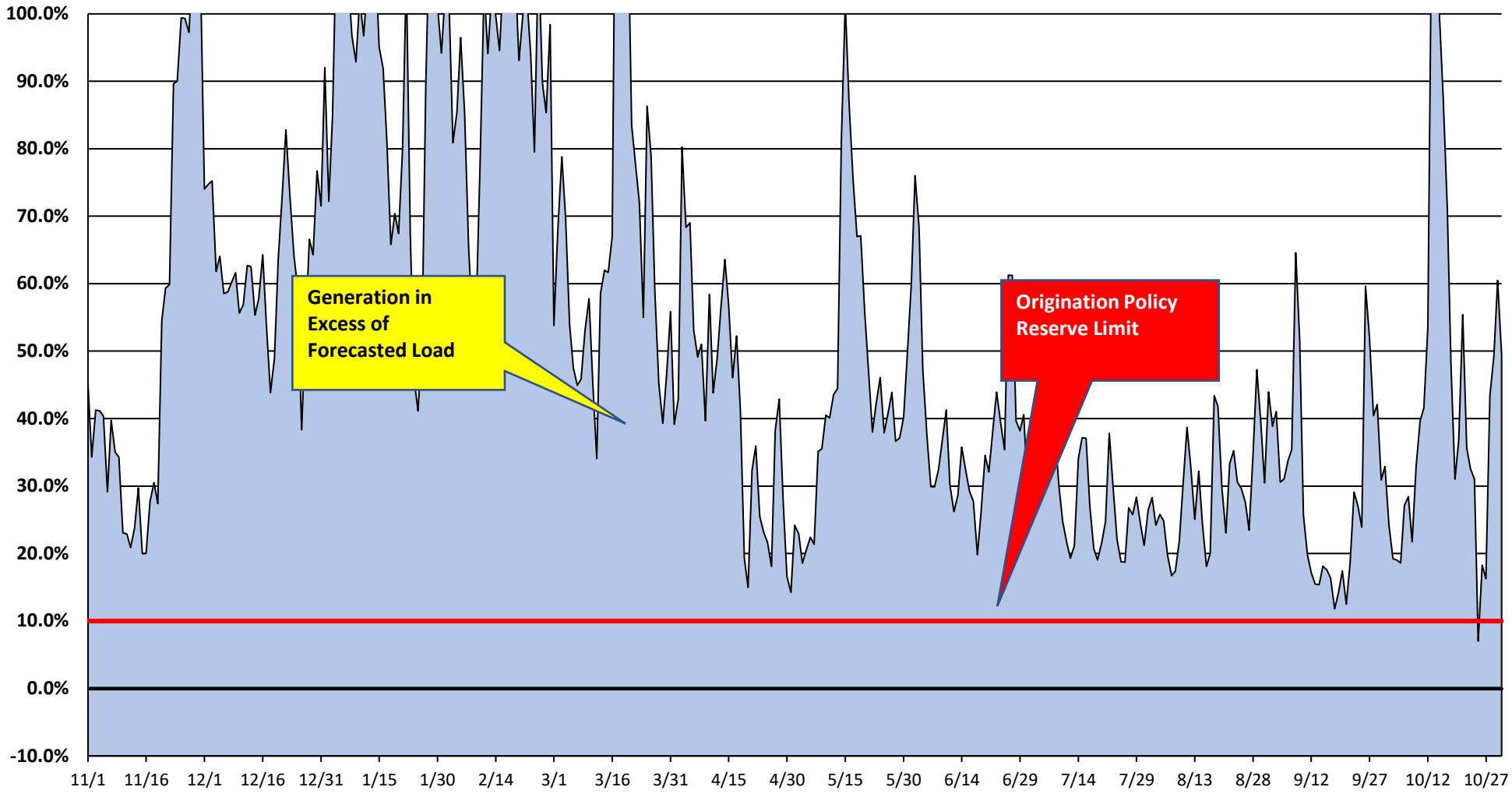
RP/GF

AGENDA ITEM 7 – CONSENT AGENDA

d. ARP 12-month Capacity Reserve Margin Report

Executive Committee
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ARP Daily Reserve Margins
November 2026 through October 2027



AGENDA ITEM 7 – CONSENT AGENDA

e. Transco Natural Gas Capacity Renewal

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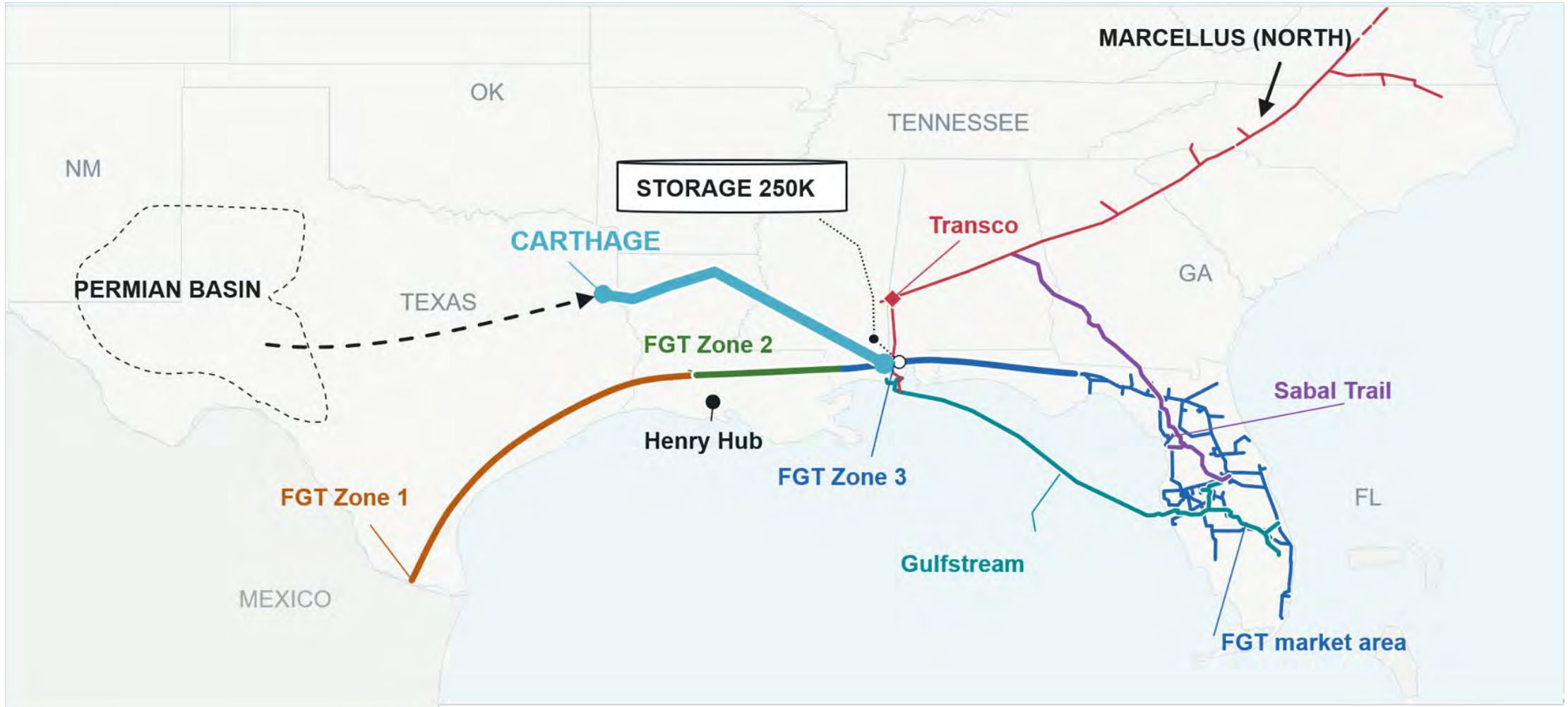
7e – Approval of the Transco Natural Gas Capacity Renewal

Executive Committee

November 12, 2026

Transco Gas Capacity: Alternative to FGT Zone 3

Flexibility to Supply Gas Gives Options in Constrained Market



Transco Capacity Services, Storage, Gulfstream, and FGT Z3

44k p/d of Capacity for 10 Year Renewal Extension

- ARP Transco Station 85 Gas Capacity last renewal 2010
  - Connected to Southern Pines gas storage; agreement ends in 2030
  - Alternative Gas Supply away from FGT Zone 3
    - Reservation cost: 11 cents per MMBtu all-in; $1.77M per year
    - Last 90 days: average 18-cent discount to FGT Zone 3
  - Can deliver to ARP's ~15k p/d Gulfstream capacity
  - Can deliver to the Sabal Trail pipeline when the connection is completed
- ***Extension is until October 1, 2036***

FMPA MUNICIPAL POWER

DRAFT FOR DISCUSSION PURPOSES ONLY

AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT ("Amendment") is entered into this _____ day of November, 2026, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and FLORIDA MUNICIPAL POWER AGENCY, a governmental legal entity established and existing pursuant to Florida law, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, Seller and Buyer entered into that certain Service Agreement, dated September 14, 2010, as amended August 5, 2011 and January 24, 2022 under Seller's Rate Schedule FT pursuant to which Seller provides firm transportation service for Buyer with a Transportation Contract Quantity of 44,200 dt per day (Seller's Contract #9109952, hereinafter referred to as "the Service Agreement"); and

WHEREAS, Seller and Buyer have agreed to extend the primary term of the Service Agreement.

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Article IV of the Service Agreement is hereby deleted in its entirety and replaced by the following:

"ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of May 1, 2011 and shall remain in force and effect until 9:00 a.m. Central Clock Time October 1, 2036 and thereafter until terminated by Seller or Buyer upon at least two (2) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff."

2. This Amendment shall be effective as of December 1, 2026.

3. Except as herein amended, the Service Agreement shall remain in full force and effect pursuant to the term thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective officers or representative thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By_____

Eric Miller Jr.

Director, Commercial Development

FLORIDA MUNICIPAL POWER AGENCY
(Buyer)

By_____

Print Name_____

Title_____

AGENDA ITEM 8 – ACTION ITEMS

a. None

Executive Committee
November 12, 2026

AGENDA ITEM 9 – INFORMATION ITEMS

a. Local, Real-Time Computing Load Development Business Terms

Executive Committee
November 12, 2026

9a – Local, Real-Time Computational Load Development Business Terms

November 12, 2026

Executive Committee

Working with LRTCL Developer on Potential Facility

Goals Set by ARP Are Foundation for Discussion and Arrangement

- ARP Participant community supports – provides local economic benefits, sited in appropriate area, contributes fully to tax base
- LRTCL brings back-up generation for full load plus reserves with full operational control by FMPA
- LRTCL pays for all electric & water system studies, connections, and upgrades upfront
- Reduces wholesale power costs vs. status quo for all ARP Participants
- Reduces retail power costs vs. status quo for Participant customers
- Maintains transparency of development process and objectives among the parties and Participant community

FMPA MUNICIPAL POWER

High Level Agreement on Business Terms for MOU

Benefits All While Supporting Successful Development

- Electric demand of ~50 MW, not to exceed 55 MW, with expected load factor >85%
- ARP Participant is retail electric, water, sewer, and fiber provider for LRTCL
- ARP Demand Charge, less $6/kW-mo for backup gen credit – based on monthly ARP coincident peak
- ARP Transmission Charge, same as all Participants – based on monthly ARP coincident peak
- ARP Energy Charge, same as all Participants – based on monthly energy
- Admin, General, & Meter Charges – incremental attributed to LRTCL
- New transmission interconnection study/engineering costs passed through to LRTCL via reimbursement agreement

FMPA MUNICIPAL POWER

On-site Backup Gen Capacity Covers Incremental Load

Provides Emergency Power and Operational Flexibility

- Capacity sized to meet FMPA planning standard – 15% reserves
- Designed and maintained to meet minimum annual availability of 80%
- Will seek Title V air permit to allow >1000 hours of annual operation
- LRTCL pays all fixed/variable O&M costs, may be contracted to FMPA
- Deisel fuel inventory maintained for 48 hours of full load output
- FMPA pays for all diesel fuel used to generate power
- FMPA to have full operational control with ability to use for non-LRTCL needs

FMPA MUNICIPAL POWER

Next Steps

Developer's Goal: Up and Running by Mid-2028

- Awaiting confirmation of land/site control from developer
- Developer to meet with local officials to ensure alignment
- FMPA staff already started discussion with FPL regarding new 138/69kV interconnection substation
  - Will sign reimbursement agreement with developer before formally initiating studies with FPL
- Business terms to be finalized and documented in signed MOU
- Aggressive timeline subject to many variables, mainly backup generation and transmission equipment lead times

CONTENT WILL BE PROVIDED PRIOR TO THE MEETING

AGENDA ITEM 9 – INFORMATION ITEMS

b. FMPP Load Shed Procedure

Executive Committee
November 12, 2026

AGENDA ITEM 9 – INFORMATION ITEMS

c. Net Metering Tri-Party Power Purchase Agreement Update

Executive Committee
November 12, 2026

9c – Tri-Party Net Metering Power Purchase Agreement Update

Executive Committee

November 12, 2026

Net Metering Tri-Party Agreement Update

- Latest amendment June 2025
- Updated agreement recently distributed to all ARP members
- Inconsistencies; additional terms discovered
- **Goal**: Create a single, uniform Tri-Party Agreement adopting provisions most beneficial to ARP and members
  - Includes some language not previously approved by EC, therefore approval here is necessary
- Does NOT require members to re-execute existing Tri-Party Agreements
- Substantive changes follow; additional minor administrative/clean-up edits in agenda package

Sovereign Immunity

Recognizes and Protects Member's & FMPA's Sovereign Immunity

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

Public Records Law

Recognizes Public Record Law Obligations

7.08. Public Records Act/Chapter 119 Requirements. The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

Term & Termination

Provides for Termination if/when Member Discontinues Net Metering

Section 6. Term and Termination

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Utility to Premises; ~~or~~ (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation; or (c) termination or discontinuance of Utility's Net Metering program or Net Metering Service Rate Schedule, or both.

Rollover Excess Energy Credits

Conforming Changes with 2025 Amendment – Member Determines Credit Mechanism

Tri-Party Net Metering Power Purchase Agreement
Schedule A

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the RGS Owner's following month energy consumption ~~bill for a period of not more than twelve (12) months~~at the premises in accordance with Utility's Net Metering Service Rate Schedule.

~~b) At the end of each calendar year, Utility shall pay the RGS Owner for any unused excess energy credits in accordance with the Utility's Net Metering Service Rate Schedule.~~

Recommended Motion*

- Move approval of the amendments to the Net Metering Tri-Party Power Purchase Agreement. Direct staff to distribute to ARP Participants and begin utilizing for new net metering customers.

* To comply with the Executive Committee's preferred two-reading policy, this is on the agenda as an information item. If the Executive Committee pleases, staff recommends waiving the two-reading requirement and seeks approval today to ensure immediate contract uniformity among members for new net metering customers.

Tri-Party Net Metering Power Purchase Agreement

This Tri-Party Net Metering Power Purchase Agreement (this "Agreement") is entered into this _____ day of _____, 20___, by and between Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida, [UTILITY], [a….*describe entity type*] (hereinafter "Utility"), and [RGS OWNER], the owner or lessee of a renewable generation system located within Utility's service territory (hereinafter "RGS Owner").

Section 1. Recitals

1.01. Utility and RGS Owner have executed Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation System pursuant to which Utility has agreed to permit interconnection of RGS Owner's renewable generation to Utility's electric system at [ADDRESS] (hereinafter "Premises"), and RGS Owner has agreed to deliver excess electric energy generated by RGS Owner's renewable generation system to Utility's electric distribution system;

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

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

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

Section 2. Interconnection

2.01. RGS Owner shall not begin or resume parallel operations with Utility's electric distribution system until RGS Owner has executed Utility's Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. FMPA shall not be responsible for ensuring the customer-owned renewable generation is installed and operated in accordance with all applicable safety codes and standards. Utility shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation.

2.02 The term "customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned

renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third party, and the term includes landlord-owned renewable generation, where ARP Participant's customer is the tenant occupying or using the Premises.

Section 3. Metering

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

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for RGS Owner's own load and shall~~to~~ offset the demand for Utility's electricity at the Premises. All electric power and energy delivered by Utility to the Premises shall be received and paid for by RGS Owner to Utility pursuant to the terms, conditions, and rates of the Utility's rate schedule otherwise applicable to the Premises at the time of delivery.

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

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for energy consumption at the Premises in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset energy consumption at the Premises in accordance with Utility's Net Metering Service Rate Schedule.

4.04. FMPA and Utility shall not be required to purchase or receive excess customer-owned renewable generation, and may require RGS Owner to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any Utility equipment or part of the Utility electric system; or (b) if either FMPA or Utility determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

Section 5. Renewable Energy Credits

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

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

Section 6. Term and Termination

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Utility to Premises; ~~or~~ (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation; or (c) termination or discontinuance of Utility's Net Metering program or Net Metering Service Rate Schedule, or both.

6.03 This Agreement supersedes and replaces any previous Tri-Party Net Metering Power Purchase Agreement among FMPA, Utility and RGS Owner for the net metering of customer-owned renewable generation at the Premises.

Section 7. Miscellaneous Provisions

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

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

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

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

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

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

7.07. Public Records Act/Chapter 119 Requirements. The parties agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.

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IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

[UTILITY NAME]

By: _____

Title: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY

By: _____

Title: _____

Date: _____

RGS OWNER

By: _____
(Signature)

_____
(Print Name)

_____
(RGS Owner Account Number) [if applicable]

Date: _____

Tri-Party Net Metering Power Purchase Agreement
Schedule A

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

a) FMPA shall pay Utility for the excess kWh energy delivered by customer-owned renewable generation to Utility's electric system. Every month, Utility shall determine the total kWh of customer-owned renewable generation that is delivered to Utility's electric system, and shall send the information to FMPA as soon as it becomes available, but no later than the 2nd working day of every month. FMPA will then provide a monthly payment to Utility in the form of a credit on the ARP power bill for the excess energy delivered to the distribution grid. The ARP Renewable Generation Credit will be calculated as follows:

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

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

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

II. Payment for Unused Excess Energy Credits

a) Monthly excess energy credits shall accumulate and be used to offset the RGS Owner's following month energy consumption ~~bill for a period of not more than twelve (12) months~~at the premises in accordance with Utility's Net Metering Service Rate Schedule.

~~b) At the end of each calendar year, Utility shall pay the RGS Owner for any unused excess energy credits in accordance with the Utility's Net Metering Service Rate Schedule.~~

Tri-Party Net Metering Power Purchase Agreement

This Tri-Party Net Metering Power Purchase Agreement (this "Agreement") is entered into this _____ day of _____, 20___, by and between Florida Municipal Power Agency, a governmental joint action agency created and existing under the laws of the State of Florida, [UTILITY], [a….*describe entity type*] (hereinafter "Utility"), and [RGS OWNER], the owner or lessee of a renewable generation system located within Utility's service territory (hereinafter "RGS Owner").

Section 1. Recitals

1.01. Utility and RGS Owner have executed Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation System pursuant to which Utility has agreed to permit interconnection of RGS Owner's renewable generation to Utility's electric system at [ADDRESS] (hereinafter "Premises"), and RGS Owner has agreed to deliver excess electric energy generated by RGS Owner's renewable generation system to Utility's electric distribution system;

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

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

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

Section 2. Interconnection

2.01. RGS Owner shall not begin or resume parallel operations with Utility's electric distribution system until RGS Owner has executed Utility's Standard Interconnection Agreement for Small Customer-Owned Renewable Generation and is in compliance with all terms and conditions therein. FMPA shall not be responsible for ensuring the customer-owned renewable generation is installed and operated in accordance with all applicable safety codes and standards. Utility shall establish and enforce terms and conditions of operation and disconnection of all interconnected customer-owned renewable generation.

2.02 The term "customer-owned renewable generation" means an electric generating system located on a customer's premises that is primarily intended to offset part or all of the customer's electricity requirements with renewable energy. The term "customer-owned

renewable generation" does not preclude the customer of record from contracting for the purchase, lease, operation, or maintenance of an on-site renewable generation system with a third-party under terms and conditions that do not include the retail purchase of electricity from the third party, and the term includes landlord-owned renewable generation, where ARP Participant's customer is the tenant occupying or using the Premises.

Section 3. Metering

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

Section 4. Purchase of Excess Customer-Owned Renewable Generation

4.01. Customer-owned renewable generation shall be first used for RGS Owner's own load and shall offset the demand for Utility's electricity at the Premises. All electric power and energy delivered by Utility to the Premises shall be received and paid for by RGS Owner to Utility pursuant to the terms, conditions, and rates of the Utility's rate schedule otherwise applicable to the Premises at the time of delivery.

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

4.03. In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for energy consumption at the Premises in any corresponding month, then the excess credit shall be applied to the subsequent month's bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset energy consumption at the Premises in accordance with Utility's Net Metering Service Rate Schedule.

4.04. FMPA and Utility shall not be required to purchase or receive excess customer-owned renewable generation, and may require RGS Owner to interrupt or reduce production of customer-owned renewable generation, (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any Utility equipment or part of the Utility electric system; or (b) if either FMPA or Utility determine, in their sole judgment, that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with any applicable electric code or standard.

Section 5. Renewable Energy Credits

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

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

Section 6. Term and Termination

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

6.02. This Agreement shall terminate immediately and without notice upon: (a) termination of the electric distribution service by Utility to Premises; (b) failure by RGS Owner to comply with any of the terms and conditions of this Agreement, the ARP Net Metering Policy, or Utility's Standard Interconnection Agreement for Customer-Owned Renewable Generation; or (c) termination or discontinuance of Utility's Net Metering program or Net Metering Service Rate Schedule, or both.

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harmless FMPA and Utility, their officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses to persons or property, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and court and arbitration costs) arising out of, resulting from, occasioned by, or otherwise caused by the operation or misoperation of the customer-owned renewable generation, or the acts or omissions of any other person or organization directly or indirectly engaged by the RGS Owner to install, furnish, repair, replace or maintain the customer-owned renewable generation system, or anyone for whose acts any of them may be liable.

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IN WITNESS WHEREOF, RGS Owner and Utility have executed this Agreement the day and year first above written.

[UTILITY NAME]

By: _____

Title: _____

Date: _____

FLORIDA MUNICIPAL POWER AGENCY

By: _____

Title: _____

Date: _____

RGS OWNER

By: _____
(Signature)

_____
(Print Name)

_____
(RGS Owner Account Number) [if applicable]

Date: _____

Tri-Party Net Metering Power Purchase Agreement
Schedule A

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CONTENT WILL BE PROVIDED PRIOR TO THE MEETING

AGENDA ITEM 9 – INFORMATION ITEMS

d. Review of October 2026 ARP Rate Calculation

Executive Committee
November 12, 2026

AGENDA ITEM 10 – MEMBER COMMENTS

Executive Committee
November 12, 2026

AGENDA ITEM 11 – ADJOURNMENT

Executive Committee
November 12, 2026