



Since 1967  
**Reedy Creek**  
IMPROVEMENT DISTRICT

# BOARD OF SUPERVISORS

October 26, 2022  
9:30 a.m.

# AGENDA

## Board of Supervisors

Reedy Creek Improvement District  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, FL 32830

**October 26, 2022**

**9:30 a.m.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
  - A. Minutes of the October 3, 2022 BOS Meeting
5. REPORTS
  - A. District Administrator
  - B. RCES
6. CONSENT AGENDA

The next portion of the meeting is the Consent Agenda which contains items that have been determined to be routine. The Board of Supervisors in one motion may approve the entire Consent Agenda. The motion for approval is non-debatable and must receive unanimous approval. By the request of any individual, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for discussion.

### A. Epcot Reclaimed Water Conversion - Phase 1 (P1117A) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$45,000.00**, for RCES engineering and construction support including survey, submittal review and project inspection costs for the Epcot Reclaimed Water Conversion – Phase 1 project. This request includes Board authorization for RCID’s and/or RCES’s direct purchase of miscellaneous goods and ancillary professional

services as necessary for the project. **(EXHIBIT A)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

B. World Drive North Phase 3 Utility System Improvements – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$40,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the World Drive North Phase 3 project. This request includes Board authorization for RCID’s and/or RCES’s direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. **(EXHIBIT B)**

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

C. Epcot Resorts Blvd. Bridge Replacement Phase II – Design Services

- CONSIDERATION of Request for Board approval of a Work Authorization under a Master Agreement between RCID and **Vanasse Hangen Brustlin, Inc.**, in the total amount of **\$23,938.00** for landscape architecture and irrigation design services to replace the buffer along Epcot Resorts Blvd. near the Walt Disney World Dolphin Resort. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. **(EXHIBIT C)**

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

7. REGULAR AGENDA

A. Potable Water Well Rehabilitation Program - Phase 1 (P1126) – Construction Services

- CONSIDERATION of Request for Board approval to execute a Change Order to Agreement #C005963 with **All Webb’s Enterprises, Inc.**, in the amount of **\$66,809.72** for additional construction services related to the condition assessment of water supply wells No. 6 and No. 9 for the Potable Water Well Rehabilitation Program – Phase 1 project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount.

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

B. Epcot Reclaimed Water Conversion - Phase 1 (P1117A) – Initial Budget

- CONSIDERATION of Request for Board approval to establish an initial budget of **\$1,290,000.00** for the Epcot Reclaimed Water Conversion – Phase 1 project. **(EXHIBIT A)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

C. Epcot Reclaimed Water Conversion - Phase 1 (P1117A) – Construction Services

- CONSIDERATION of Request for Board approval to execute an agreement with **Gulfcoast Utility Constructors, Inc.**, in the amount of **\$888,250.00** for construction services for the Epcot Reclaimed Water Conversion – Phase 1 project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. **(EXHIBIT A)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

D. North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Revision of Initial Budget

- CONSIDERATION of Request for Board approval to revise the initial budget from **\$2,500,000.00** to **\$2,665,000.00** for the NSA 15kV Cable & Equipment Replacement project. **(EXHIBIT D)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

E. North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Construction Services

- CONSIDERATION of Request for Board approval to execute a Change Order to Agreement #C006144 with **Carter Electric, Inc.**, in the amount of **\$147,742.14** for additional construction services for the NSA 15kV Cable & Equipment Replacement project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. **(EXHIBIT D)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

F. Live Front to Dead Front Switch Replacement Phase 3 (P1132) – Initial Budget

- CONSIDERATION of Request for Board approval to establish an initial budget of **\$2,200,000.00** for the Live Front to Dead Front Switch Replacement Phase 3 project. **(EXHIBIT E)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

G. Live Front to Dead Front Switch Replacement Phase 3 (P1132) – Design Services

- CONSIDERATION of Request for Board approval to execute an agreement with **Chen Moore & Associates, Inc.**, in the total amount of **\$203,549.00** comprised of **\$200,639.00** in professional design fees and **\$2,910.00** in reimbursable expenses for design, bidding, and construction phase services associated with the Live Front to Dead Front Switch Replacement Phase 3 project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. **(EXHIBIT E)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

H. Live Front to Dead Front Switch Replacement Phase 3 (P1132) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an amount Not-To-Exceed **\$100,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Live Front to Dead Front Switch Replacement Phase 3 project. The request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. **(EXHIBIT E)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

I. NSA Chilled Water System Valve Replacement (P1017) – Owner-Furnished Materials (OFM)

- CONSIDERATION of Request for Board approval of Owner-Furnished Materials (OFM) in the amount of **\$300,000.00** for the NSA Chilled Water System Valve Replacement project.

Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable).

J. World Drive North Phase 3 - Utility System Improvements Owner-Furnished Materials (OFM)

- CONSIDERATION of Request for Board approval of Owner-Furnished Materials (OFM) in the amount of **\$2,100,000.00** for utility system improvements associated with the World Drive North Phase 3 project, comprised of **\$1,500,000.00** for the electric utility system, **\$550,000.00** for the chilled water utility system, and **\$50,000.00** for the natural gas utility system. **(EXHIBIT B)**

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

8. OTHER BUSINESS

9. ADJOURNMENT

**Published Daily**  
**ORANGE County, Florida**

**Sold To:**

Reedy Creek Improvement District - CU00123330  
PO Box 10170  
Orlando, FL 32830-0170

**Bill To:**

Reedy Creek Improvement District - CU00123330  
PO Box 10170  
Orlando, FL 32830-0170

**State Of Florida**  
**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Oct 14, 2022.

Affiant further says that the newspaper complies with all legal requirements  
for publication in Chapter 50, Florida Statutes.



**Rose Williams**

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name of Affiant

Sworn to and subscribed before me on this 15 day of October, 2022,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped

## **NOTICE OF MEETING**

YOU WILL PLEASE TAKE NOTICE that on October 26 th at 9:30 a.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.

BY: Tina Graham, Clerk  
Reedy Creek Improvement District  
10/14/2022 7306907

7306907



## MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

*October 3, 2022*

4:30 p.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 4:39 p.m. on Monday, October 3, 2022 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were President Larry Hames, Max Brito, Leila Jammal and via teleconference, Don Greer constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Tina Graham, District Clerk; Tracy Borden, Assistant Clerk, and Ryan Conrad, Administration; Chris Quinn, and Susan Higginbotham, Finance; Ron Zupa, Technology Services; Katherine Luetzow, Planning & Engineering; Eryka Washington, Communications; Mike Rickabaugh, Building & Safety; Eddie Fernandez, Human Resources; Ed Milgrim, Milgrim Law Group; Mark Swanson, RCES Finance; and Richard Bilbao, Orlando Business Journal. Participating via teleconference was Joel Edwards, RCFD; and Chris Ferraro, RCES.

President Hames asked the attendees to please stand for the Pledge of Allegiance.

### **SAFETY MINUTE**

Mr. Fernandez presented the safety instructions for the Administration Building. Mr. Fernandez advised how important it is after a storm to be aware of your surroundings. Beware of things you are not familiar with like using a chainsaw, stay out of floodwaters, abandon buildings and beware of potholes. Hurricanes increase wildlife habitat and they may be out hunting or looking for shelter. Mr. Fernandez also reported that the District did well with Hurricane Ian and there were no employee injuries reported.

The District Clerk recorded proof of publication of the meeting notice.

### **REPORTS**

A departmental report was presented by the District Administrator.

Mr. Classe reported that Hurricane Ian came thru central Florida last Thursday significantly affecting the area. Mr., Classe was happy to report that the District experienced minimal impact from the storm. District buildings had no significant impacts. District infrastructure (roadways, flood control, landscaping) had minor impacts – a few localized temporary roadway flooding and a roadway signage truss fell. Within hours, the District roadways were open to all traffic.

Mr. Classe reported that for the month August, rainfall amounts in the District were almost 11 inches above normal – 48” thru August vs 51” for the entire year. Hurricane Ian dropped between 9.5”-13.4” of rainfall in a 24-hour period. NOAA’s new Atlas 100-year 24-hour rainfall amount is 10.4”. Mr. Classe advised that we likely experienced a 100-year rainfall event at the District. Other areas of Florida experienced a much greater storm event, maybe a 500-year rainfall event. Several of the District waterways were at high stages but within 12-24 hours, the levels returned to near normal water levels. The Reedy Creek conservation area south of US 192 stores a lot of water before discharging downstream. The S-40 water control structure is discharging almost 17,000 gallons per second or approximately 1.5 Olympic swimming pools every minute.

Mr. Classe wanted to thank Tanya Naylor, our Emergency Manager, for her leadership before, during and after the event. Secondly, he want to thank the District leadership and the ride-out crew for supporting the District and taxpayers so we all could return to business as early as possible. In addition to Tanya, those onsite included RCES Utilities team, Mike Rickabaugh and his Technical Chiefs, Chief LePere, Deputy Chief Ferraro, Captain Chapman, Katherine Luetzow, Kerry Satterwhite’s team, Jesse Burns and several others. With so much rainfall, Katherine and her Team worked tirelessly in monitoring and adjusting the flood control system immediately after the storm passed. Others came in as soon as it was safe to continue the recovery and clean-up efforts. At times like this we live up to the words: One District, One Goal, Excellence.

Mr. Classe reported that on September 8<sup>th</sup>, the District’s Diversity, Equity and Inclusion Committee partnered with The Health and Wellness Committee to host a Lunch & Learn for Suicide Prevention Awareness Month. Our guest speakers were Dwight Bain, our Fire Department Chaplin along with two District Employees, who shared their personal stories related to suicide. The presentation focused on how to be aware of the signs and the resources on how to help someone thinking about suicide. We had a very successful turnout of District employees from multiple departments including The Fire Department, Environmental Sciences, Finance, Building & Safety, and Planning & Engineering. A total of 50 attendees, in person and virtual.

Mr. Classe reported that the Employee Engagement Committee hosted a school supply drive for “A Gift For Teaching” along with other organizations. 65 businesses and groups collected more than 122,852 school supplies and raised more than \$171,669 to help students in Orange and Osceola Counties begin the school year with the tools they need to succeed. The District collected a total of 13 boxes of items to donate.

Mr. Classe reported that on September 23<sup>rd</sup>, the District hosted a blood drive. The Big Red Bus was parked outside from 8:30 to 1:30. We had a successful turnout of District employees.

Mr. Classe reported that Flu Shots and Biometric Screening will be rescheduled due to Hurricane Ian. He invited the BOS to attend and he will let them know once we have a new date.

### **CONSENT AGENDA**

President Hames proceeded to the Consent Agenda and advised that the Consent Agenda exists of general administrative items and items under a specific cost threshold. Any item can be pulled from the Consent Agenda for further discussion, if requested. Consent Agenda items are shown below:

#### **Item 6A – Release of Existing Easement**

CONSIDERATION of Request for Board to authorize the District Administrator to execute on behalf of the District, the release of a non-exclusive perpetual easement, created March 20, 1995 and recorded in O.R. Book 4869 at Page 2381 of the Public Records of Orange County. The easement is located along the southern 37.5 feet of the parcel off State Road 535, east of Interstate 4. The easement is no longer used by or needed by the District. The owner of the parcel has requested the release of the easement to allow for the re-development of the parcel. **(EXHIBIT A)**

#### **Item 6B – Gas Supply Call Option Confirmation Agreement – GS (Gas South, Inc.)**

CONSIDERATION of Request for Board approval to execute the Gas Supply Call Option Confirmation between **Gas South, Inc.**, and the Reedy Creek Improvement District (RCID) extending the current Agreement to December 31, 2022. This extension will allow RCID to purchase natural gas supplies as needed from Gas South for the period October 1, 2022 through December 31, 2022. RCID's existing agreement with Gas South expired on September 30, 2022. **(EXHIBIT B)**

#### **Item 6C – Building Permit Fee Schedule**

CONSIDERATION of Request for Board approval of a new building permit fee schedule effective October 1, 2022. The new fee schedule incorporates changes to the permit fees for temporary structures and special events. **(EXHIBIT C)**

President Hames asked if anyone had a reason to bring up any items on the Consent Agenda for further discussion. No items were pulled from the Consent Agenda for review. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the Consent Agenda.

### **REGULAR AGENDA**

#### **Item 7A – RCID Resolution No. 636 – Authorizing Letter of Credit**

Mr. Quinn requested Board approval of **Resolution No. 636** of the Reedy Creek Improvement District approving the form and authorizing the execution and delivery of a reimbursement agreement with **Truist Bank** in connection with the issuance by the bank of a **\$3,000,000.00** letter of credit in favor of Duke Energy Florida, LLC. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request. **(EXHIBIT D)**

**RESOLUTION NO. 636**

**A RESOLUTION OF THE REEDY CREEK IMPROVEMENT DISTRICT APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REIMBURSEMENT AGREEMENT WITH TRUIST BANK IN CONNECTION WITH THE ISSUANCE BY THE BANK OF A \$3,000,000 LETTER OF CREDIT IN FAVOR OF DUKE ENERGY FLORIDA, LLC, AS SECURITY FOR THE OBLIGATIONS OF THE DISTRICT UNDER A POWER PURCHASE AGREEMENT; AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, on July 27, 2022 the Board of Supervisors (the "Board") of Reedy Creek Improvement District (the "District") authorized the execution and delivery of a Third Amended and Restated Transaction Schedule between Duke Energy Florida, LLC, d/b/a Duke Energy ("Duke Energy") and the District (the "Power Purchase Agreement") for a term ending on December 31, 2024; and

**WHEREAS**, Article 2(d) of the Power Purchase Agreement requires that the District provide assurance of its creditworthiness either by depositing \$3,000,000 in a non-interest bearing account with Duke Energy, or by providing an irrevocable letter of credit ("Letter of Credit") in such amount from a domestic bank with a minimum credit rating of A- from S&P and A3 from Moody's, for a term ending on January 31, 2025; and

**WHEREAS**, Truist Bank, a North Carolina banking corporation (the "Bank") with credit ratings of A-/Positive/A-2 by S&P, and A2 by Moody's, respectively, has agreed to provide the Letter of Credit upon the terms and conditions contained in a Reimbursement Agreement, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Board wishes to proceed to approve the form of and execute the Reimbursement Agreement and deliver it to the Bank, in consideration of the issuance and delivery of the Letter of Credit by the Bank to Duke Energy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF REEDY CREEK IMPROVEMENT DISTRICT:**

**Section 1. Authorization of Execution and Delivery of Reimbursement Agreement.** The District hereby approves the form and content of the Reimbursement Agreement. The President or Vice President of the Board, jointly with the Secretary or District Comptroller of the District, are hereby authorized and directed to execute and deliver, on behalf of the District, the Reimbursement Agreement substantially in the form attached hereto as **Exhibit A** with such changes, insertions or deletions and such completion of blanks therein as such officers executing the same, in their sole discretion, shall approve, such execution to be conclusive evidence of such approval.

**Section 2. Incidental Action.** The appropriate members of the Board of Supervisors and officials and staff of the District are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

**Section 3. Open Meetings.** It is hereby found and determined that all formal actions of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption in the manner provided by law.

Passed and adopted this 3rd day of October 2022.

## 8. PUBLIC HEARINGS

President Hames then called a Public Hearing to order at 5:05 p.m. for the review and approval of the final millage rate and final budget for the Reedy Creek Improvement District (RCID) and the final budget for the Utilities Division for Fiscal Year 2023.

Ms. Higginbotham advised that nothing has changed since the approved tentative budget that was presented and approved on September 14<sup>th</sup>. Ms. Higginbotham gave a brief summary of the proposed FY23 budget. Ms. Higginbotham advised that savings in FY22 gives RCID an ending balance of \$30.5M. Ms. Higginbotham advised that for FY23, using the assessed values of \$13.4B times the millage rate of \$13.9000 and other income, gives us total revenues of \$183M. Total expenses of \$188.3M and we have a \$5.3M use of fund balance and an ending fund balance of \$25.1M. Ms. Higginbotham advised that we would like to add \$1M to committed funds for property assessment settlements giving us a total committed amount of \$5M. We do not know the outcome of the lawsuits from the Four Seasons Disney and Swan & Dolphin that are still pending against the Orange County Tax Assessor due to assessed valuations. **(EXHIBIT E)**

Ms. Higginbotham requested Board consideration and adoption of a millage levy for FY2023 at the rate of 13.9000 (Operating 9.2600, Debt Service 4.6400) dollars per one thousand dollars of assessed valuation and adoption of RCID Resolution No. 634. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request. **(EXHIBIT F)**

### RESOLUTION NO. 634

WHEREAS, the Reedy Creek Improvement District intends to levy the FY2023 millage rate of 13.9000 dollars per one-thousand dollars of assessed valuation; and

WHEREAS, Section 200.065, Florida Statutes requires that a resolution levying a millage rate be approved by the taxing authority; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation has been certified by the County Property Appraisers to Reedy Creek Improvement District as \$13,422,792,526; and

WHEREAS, the Reedy Creek Improvement District has, in accordance with Section 200.065) Florida Statutes,

1. Held a public hearing on September 14, 2022 for the purpose of adopting a tentative millage rate and budget; and
2. Advertised its intent to finally adopt a millage rate and budget; and
3. Held a public hearing on October 3, 2022 for the purpose of receiving comments regarding the final millage rate.

NOW, THEREFORE BE IT RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby levies an operating millage rate of 9.2600 dollars per one thousand dollars of assessed value for

FY 2023, which is 13.85% more than the rolled-back rate of 8.1334 computed pursuant to Florida Statutes 200.065; and

BE IT FURTHER RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby levies a debt service millage rate of 4.6400 dollars per one thousand dollars of assessed value for FY 2023 thereby levying a total millage rate of 13.9000 dollars per one-thousand dollars of assessed value for the FY 2023.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 3<sup>rd</sup> day of October 2022 that this Resolution be spread in full upon the minutes of this meeting.

Ms. Higginbotham requested Board consideration and adoption of the proposed FY2023 budget for the District and adoption of RCID Resolution No. 635. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT G)**

#### **RESOLUTION NO. 635**

WHEREAS, the Reedy Creek Improvement District intends to adopt the FY2023 budget; and

WHEREAS, Section 200.065, Florida Statutes requires that a resolution adopting a budget be approved by the taxing authority; and

WHEREAS, the Reedy Creek Improvement District set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2023 in the amount of \$213,528,631; and

WHEREAS, the Reedy Creek Improvement District has, in accordance with Section 200.065) Florida Statutes,

1. Held a public hearing on September 14, 2022 for the purpose of adopting a tentative millage rate and budget; and
2. Advertised its intent to finally adopt a millage rate and budget; and
3. Held a public hearing on October 3, 2022 for the purpose of receiving comments regarding the proposed millage rate and budget.

NOW, THEREFORE BE IT RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby adopts the budget for the FY 2023.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 3<sup>rd</sup> day of October 2022 that this Resolution be spread in full upon the minutes of this meeting.

Mr. Mark Swanson addressed the Utility budget for FY2023. Mr. Swanson advised that there has not been any changes since the September 14<sup>th</sup> presentation. Mr. Swanson advised that there has been an increase in utility rates mostly due to the rise of natural gas prices. Mr. Swanson advised that FY23 utility budget costs are increasing by \$29.3M or 17.7% to the FY22 budget costs. Also, combined revenue and interest are increasing by \$29.3M or 17.6% from the FY22 plan, which is matching the operating expense increase. The increase is the result of a 13% combined average rate increase and a 4% greater consumption volume across all utilities. Mr. Swanson advised that our primary customers are aware and

expecting the increases. President Hames asked if there were any public comments on the request for approval of the final budget for RCID Utilities for FY2023 and there were none. Upon motion by Mr. Brito and duly seconded, the Board approved this request. **(EXHIBIT H)**

President Hames then closed the public hearing for the Reedy Creek Improvement District proposed budget/millage and for the Reedy Creek Improvement District Utility rates and budget for FY 2023 at 5:10 p.m.

### **OTHER BUSINESS**

President Hames asked if there was any further business to discuss.

#### A. RCES Proposed Labor Services Agreement

Mr. Swanson requested consideration of request for Board authorization for the District Administrator to execute on behalf of the District a proposed Labor Services Agreement with RCES in substantially the same form as Exhibit I for FY 2023 in the amount of **\$32,724,250.00**. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Jammal and duly seconded, the Board unanimously approved the request. **(EXHIBIT I)**

Mr. Classe announced that at the last meeting each BOS member was given a copy of the tentative Public Meeting Rules of Procedure and Instructions that the District was working on. The final document has been posted to the rcid.org website. Mr. Classe advised that there will be comment cards that will allow the public to submit their thoughts and asked if the BOS would like to make any revisions to please let us know.

Mr. Classe advised that the next BOS meeting will take place on October 26<sup>th</sup> at 9:30 a.m.

Mr. Classe then gave his Final Thought from Susan Cain, Author, "Quiet: The Power of Introverts in a World That Can't Stop Talking"

***"There's zero correlation between being the best talker and having the best ideas."***

There being no further business to come before the Board, the meeting was adjourned.

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Laurence C. Hames  
President, Board of Supervisors

ATTEST

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John H. Classe, Jr.  
Secretary, Board of Supervisors

## ***DEPARTMENT REPORTS***

- Reedy Creek Energy Services
- Environmental Sciences
- Human Resources
- Building & Safety
- Planning & Engineering





To: John H. Classe, Jr. Date: October 26, 2022  
From: Chris Ferraro Extension: (407) 824-4121  
Subject: RCID Electric Reliability Compliance Program Semi-annual Report

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The following is a report of compliance and associated activities related to the North American Electric Reliability Corporation (NERC) and Southeastern Electric Reliability Corporation (SERC) electric reliability standards for the semi-annual period of April 1, 2022 through September 30, 2022.

RCES Specific Compliance Activities:

- The Executive Compliance Committee (ECC) and the RCES Compliance Committee conducted regularly scheduled meetings.
- The 2021 internal audit of all applicable NERC standards was completed on August 4, 2022. No instances of non-compliance were discovered.
- Revision 20 of the Electric Reliability Compliance Program (ERCP) document was signed on August 16, 2022 and became effective on September 1, 2022. This revision contained updates that reflect recent staff or organization changes in RCID, RCES or their agents.
- All reliability standard requirements and required compliance tasks were completed without exception, including the 2017 – 2027 Underfrequency Load Shed (UFLS) relay testing and maintenance scheduled for 2022.

NERC Communications:

- On May 1, 2022, RCES personnel received an automatic email alert from Align (on-line tool) stating that SERC was requesting a response regarding Transmission Relay Loadability (PRC-023-4). RCES Compliance Administrator, Jose Garcia, submitted the response via the Align tool on June 7, 2022, indicating that RCID does not have any protection systems that meet the definitions of affected equipment described in that standard.
- On July 8, 2022, NERC issued an industry advisory concerning falsification of performance test data transformers manufactured at Mitsubishi Electric's Transmission & Distribution Systems Center in Ako, Hyogo Prefecture and an instance of transformers manufactured at their former Memphis Tennessee transformer factory. The subject transformers were rated 22kV 2MVA up to 750kV 1000MVA and were manufactured between 1982 and 2020. *RCID does not have transformers covered by this alert.*

- On September 15, 2022, NERC issued a Level 2 Alert concerning - Cold Weather Preparations for Extreme Weather Events- II. This Level 2 Alert is intended for Balancing Authorities (BA), Generator Owners (GO), Reliability Coordinators (RC) and Transmission Operators (TO), it does not apply to Reedy Creek. Reedy Creek is registered as a distribution provider (DP) and a resource planner (RP).

CF/jmg



To: John Classe  
 From: Christine Ferraro  
 Subject: September - Monthly Utilities Report

Date: October 26, 2022  
 Extension: (407) 824-4121

**Electric and Natural Gas Purchases and Sales**

September 2022: Megawatt hour loads were 4.6% below plan for the month, the peak load for the month was approximately .5% above plan levels. Average temperatures for September 2022 were 1.9% lower when compared to the same month in 2021 and 2.5% lower when compared to the average temperatures experienced in 2020. Total cost per megawatt hour (\$/MWh) for the month was approximately 16.3% above budgeted levels equating to approximately \$773k of net electric cost increase to plan. The higher electric costs were driven primarily by volatile natural gas costs driving higher costs for market based purchases and Duke RCF contract purchases. However, some of the electric cost impacts were mitigated by electric sales better than forecasted, transmission costs lower than budgeted, natural gas hedge settlements resulting from RCID’s hedging program, and natural gas capacity refunds resulting from the 2021 FGT Rate Case.

**Natural Gas (Distribution and Hot Water)**

September 2022: Natural gas commodity prices were approximately 12% above budgeted levels, with volumes approximately 9% lower than budgeted levels. The natural gas commodity costs were impacted primarily by market volatility and the price paid for unhedged gas volumes. Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 9.% higher than budget levels due to increased commodity costs driven by market volatility somewhat offset by FGT fixed capacity costs refunds resulting from the FGT pipeline rate case. Gross natural gas costs were approximately \$3K over budget driven primarily by higher gas commodity costs than budgeted and lower FGT capacity based on the 2021 rate settlement. RCID’s natural gas price hedging program continues to provide price risk mitigation that helps to cap market exposure on gas commodity prices. Commodity price volatility in the gas market is expected to continue through Qtr4 2022.

**Water Resources**

| Sep-22                           | 2021                                   |  | 2022                                   |  | Difference                             |  |              |
|----------------------------------|--|--|--|--|--|--|--------------|
|                                  | Total Monthly Volume (million gallons) | Average Daily Flow (million gallons/day) | Total Monthly Volume (million gallons) | Average Daily Flow (million gallons/day) | Total Monthly Volume (million gallons) | Average Daily Flow (million gallons/day) | % Difference |
| Potable Water Consumption        | 431.5                                  | 14.4                                     | 476.3                                  | 15.9                                     | 44.8                                   | 1.5                                      | 10.4%        |
| Wastewater Generation            | 366.3                                  | 12.2                                     | 432.5                                  | 14.4                                     | 66.2                                   | 2.2                                      | 18.1%        |
| Reclaimed Water Usage            | 147.6                                  | 4.9                                      | 117.1                                  | 3.9                                      | -30.4                                  | -1.0                                     | -20.6%       |
| Wastewater Contribution from OCU | 59.3                                   | 2.1                                      | 53.5                                   | 1.9                                      | -5.8                                   | -0.2                                     | -9.8%        |

|                                     |     |      |      |        |
|-------------------------------------|-----|------|------|--------|
| Rainfall measured at RCID WWTP (in) | 3.8 | 17.9 | 14.1 | 366.9% |
|-------------------------------------|-----|------|------|--------|

### Solid Waste Operations

| State of the Utility Report - Solid Waste Activities |      |      |            |              | Reference |
|--|------|------|------------|--------------|-----------|
| September  |      |      |            |              | September |
|  | 2021 | 2022 | Difference | % Difference | 2019      |
| <b>Class I Waste Collected by RCES</b>               | 3850 | 4933 | 1083       | 28%          | 5202      |
| <b>Class III Waste Collected by RCES</b>             | 223  | 384  | 161        | 72%          | 269       |
| <b>Offsite Landfill</b>                              | 4273 | 5268 | 995        | 23%          | 5667      |
| <b>Food Waste</b>                                    | 968  | 1290 | 322        | 33%          | 1697      |
| <b>Class I Recycle</b>                               | 1062 | 1481 | 419        | 39%          | 1153      |
| <b>Green Waste</b>                                   | 1546 | 1642 | 96         | 6%           | 2086      |
| <b>C&amp;D Collected</b>                             | 1556 | 941  | -615       | -40%         | 2639      |
| <b>Manure</b>  | 339  | 327  | -12        | -4%          | 282       |

\* All Data in Tons

**REEDY CREEK IMPROVEMENT DISTRICT  
MONTHLY INTERCHANGE REPORT  
Sep-22**

| chk'd<br>INITIAL | CO.                                   | Gross<br>MWH | Duke<br>Energy<br>Imbalance | FPL<br>LOSS | FPC<br>LOSS | TEC<br>LOSS | NET<br>MWH | MW's from Indirect<br>Delivery Point | ECONOMY<br>COST | FIRM<br>COST   | TOTAL<br>\$/ MWH | Rec'd Inv<br>INITIAL |
|------------------|---------------------------------------|--------------|-----------------------------|-------------|-------------|-------------|------------|--------------------------------------|-----------------|----------------|------------------|----------------------|
| =                | =====                                 | =====        | =====                       | =====       | =====       | =====       | =====      | =====                                | =====           | =====          | =====            | =====                |
| CO               | Constellation Energy Generation       | 3,200        | 0                           | 0           | 0           | 0           | 3,200      |                                      | \$179,200.00    |                | \$ 56.00         | CO 10-04-22          |
| CO               | Citrus Ridge Solar                    | 5,927.3      | 0                           | 0           | 0           | 0           | 5,927      |                                      |                 | \$229,742.54   | \$ 38.76         | CO 10-04-22          |
| CO               | Duke-RC                               | 3,165        | 0                           | 0           | 0           | 0           | 3,165      |                                      | \$203,700.00    |                | \$ 64.36         | CO 10-05-22          |
| CO               | Duke-RC Franklin                      | 50,855       | 0                           | 0           | 0           | 0           | 50,855     |                                      |                 | \$4,386,636.64 | \$ 86.26         | CO 10-06-22          |
|                  | Duke-RC Franklin Settlement #1        |              | ----                        | ----        | ----        | ----        |            |                                      |                 | (\$529,851.59) | BP               | CO 10-04-22          |
|                  | Duke-RC Franklin Settlement #2        |              | ----                        | ----        | ----        | ----        |            |                                      |                 | (\$99,376.27)  | Morgan Stanley   | CO 10-04-22          |
|                  | Duke-RC Franklin Settlement #3        |              | ----                        | ----        | ----        | ----        |            |                                      |                 | \$0.00         | Cargill          |                      |
|                  | Duke-RC Franklin Settlement #4        |              | ----                        | ----        | ----        | ----        |            |                                      |                 | (\$863,098.99) | JP Morgan        | CO 10-04-22          |
|                  | Duke-RC Franklin Settlement #5        |              | ----                        | ----        | ----        | ----        |            |                                      |                 | \$0.00         | Citi Bank        |                      |
|                  | Duke-RC Franklin Settlement #6        |              | ----                        | ----        | ----        | ----        |            |                                      |                 |                |                  |                      |
| CO               | Duke-Solar                            | 632.616      | 0                           | 0           | 0           | 0           | 633        |                                      |                 | \$43,618.88    |                  | CO 10-06-22          |
|                  | FPL-RC                                | 0            | 0                           | 0           | 0           | 0           | 0          |                                      | \$0.00          |                | #DIV/0!          |                      |
| CO               | FMPA Tolling(Cane Island)             | 38,160       | 0                           | 0           | 0           | 0           | 38,160     |                                      |                 | \$146,916.00   |                  | CO 10-05-22          |
|                  | POU-RC                                | 0            | 0                           | 0           | 0           | 0           | 0          |                                      | \$0.00          |                | #DIV/0!          |                      |
| CO               | REM-RC                                | 1,394        | 0                           | 0           | 0           | 0           | 1,394      |                                      | \$85,396.00     |                | \$ 61.26         | CO 10-05-22          |
| CO               | TYR Energy                            | 3,877        | 0                           | 0           | 0           | 0           | 3,877      |                                      | \$251,263.00    |                | \$ 64.81         | CO 10-03-22          |
| CO               | TAL-RC                                | 2,520        | 0                           | 0           | 0           | 0           | 2,520      |                                      | \$158,080.00    |                | \$ 62.73         | CO 10-05-22          |
| CO               | TEA-RC                                | 2,880        | 0                           | 0           | 0           | 0           | 2,880      |                                      | \$170,880.00    |                | \$ 59.33         |                      |
|                  | TEC- RC Market Base                   | 0            | 0                           | 0           | 0           | 0           | 0          |                                      | \$0.00          |                | #DIV/0!          |                      |
|                  | Duke FIRM T&D                         |              | ----                        | ----        | ----        | ----        |            |                                      |                 | \$817,176.83   |                  | CO 10-06-22          |
|                  | Duke Energy Imbalance                 |              | -1974                       |             |             |             | -1974      |                                      | (\$132,440.26)  |                |                  | CO 10-06-22          |
|                  | =====                                 | =====        | =====                       | =====       | =====       | =====       | =====      | =====                                | =====           | =====          | =====            | =====                |
|                  | PURCHASES                             | 110637       | 0                           | 0           | 0           | 0           | 110,637    | 0                                    | \$916,078.74    |                | \$4,131,764.04   |                      |
|                  | =====                                 | =====        | =====                       | =====       | =====       | =====       | =====      | =====                                | =====           | =====          | =====            | =====                |
| INITIAL          |                                       |              | Losses to Duke              | FPL         | SEC         | TEC         | NET        | MW's to Indirect                     | ECONOMY         | FIRM           | TOTAL            |                      |
| =                |                                       | MWH          | LOSS                        | LOSS        | LOSS        | LOSS        | MWH        | Delivery Point                       | COST            | COST           | \$/ MWH          |                      |
| CO               | RC-POU J                              | 1135         | 0                           | 0           | 0           | 0           | 1135       |                                      | \$94,665.00     |                | \$83.41          | CO 10-03-22          |
|                  | RC-TEA J                              | 0            | 0                           | 0           | 0           | 0           | 0          |                                      | \$0.00          |                | #DIV/0!          |                      |
|                  | =====                                 | =====        | =====                       | =====       | =====       | =====       | =====      | =====                                | =====           | =====          | =====            | =====                |
|                  | TOTAL SALES                           | 1135         | 0                           | 0           | 0           | 0           | 1135       |                                      | \$94,665.00     | \$0.00         | \$83.41          |                      |
|                  | =====                                 | =====        | =====                       | =====       | =====       | =====       | =====      | =====                                | =====           | =====          | =====            | =====                |
|                  | TOTAL                                 | 109502       | 0                           | 0           | 0           | 0           | 109502     |                                      | \$821,413.74    | \$4,131,764.04 |                  |                      |
|                  | =====                                 | =====        | =====                       | =====       | =====       | =====       | =====      | =====                                | =====           | =====          | =====            | =====                |
|                  | NEL Including EPCOT Diesels and CoGen | 109506       |                             |             |             |             |            |                                      |                 |                |                  |                      |

AVG \$ / MWH

\$45.23

TOTAL ECONOMY AND FIRM COST

\$4,953,177.78

| Month  | NEL       | Peak  | Time  | Day        |
|--------|-----------|-------|-------|------------|
| Sep-22 | 109,506.3 | 185.9 | 17:00 | 09/06/2022 |

| COGEN GENERATION     |      |
|----------------------|------|
| GT MONTHLY           | 0.00 |
| ST MONTHLY           | 0.00 |
| GT & ST MONTHLY      | 0.0  |
| ECEP GENERATION      |      |
| ECEP #1 MONTHLY      | 4.26 |
| ECEP #2 MONTHLY      | 0.08 |
| ECEP #1 & #2 MONTHLY | 4.34 |
| TOTAL GENERATION     | 4.34 |

**RESOLUTION #613 / #615**  
**MONTHLY ELECTRIC SALES, PURCHASES, AND TRANSMISSION TRANSACTIONS**

| Company                         | Electric Sales        | Electric Purchases [1] | Net Profit/(Cost)<br>[2] | Monthly Sales<br>Subtotal | Monthly Purchases<br>Subtotal | Net Profit (Cost)<br>Subtotal |
|---------------------------------|-----------------------|------------------------|--------------------------|---------------------------|-------------------------------|-------------------------------|
| <b>Oct-21</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$83,092.00            | \$13,689.91              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$334,930.00           | \$64,713.40              |                           |                               |                               |
| Escalator/Constellation         | \$0.00                | \$63,790.00            | \$0.00                   |                           |                               |                               |
| FMPA                            | \$185,668.84          | \$0.00                 | \$71,669.68              |                           |                               |                               |
| Orlando Utilities Commission    | \$253,674.00          | \$67,360.00            | \$62,178.29              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$61,818.00            | \$12,102.09              |                           |                               |                               |
| The Energy Authority            | \$61,800.00           | \$34,720.00            | \$24,692.02              |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$67,117.00            | \$13,014.71              |                           |                               |                               |
| <b>Total October 2021</b>       |                       |                        |                          | <b>\$501,040.84</b>       | <b>\$712,827.00</b>           | <b>\$242,060.10</b>           |
| <b>Nov-21</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$131,880.00           | \$12,879.35              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$329,755.00           | \$64,121.40              |                           |                               |                               |
| Orlando Utilities Commission    | \$4,050.00            | \$0.00                 | \$286.20                 |                           |                               |                               |
| The Energy Authority            | \$14,400.00           | \$6,760.00             | \$2,403.20               |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$18,767.00            | \$2,627.46               |                           |                               |                               |
| <b>Total November 2021</b>      |                       |                        |                          | <b>\$18,450.00</b>        | <b>\$486,162.00</b>           | <b>\$72,217.61</b>            |
| <b>Dec-21</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$134,145.00           | \$19,775.25              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$259,915.00           | \$37,762.35              |                           |                               |                               |
| Orlando Utilities Commission    | \$101,694.00          | \$0.00                 | \$18,423.47              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$5,250.00             | \$429.20                 |                           |                               |                               |
| Tampa Electric Company          | \$12,000.00           | \$0.00                 | \$1,614.68               |                           |                               |                               |
| <b>Total December 2021</b>      |                       |                        |                          | <b>\$113,694.00</b>       | <b>\$399,310.00</b>           | <b>\$71,994.95</b>            |
| <b>Jan-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$2,400.00             | \$268.00                 |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$185,035.00           | \$33,117.00              |                           |                               |                               |
| Orlando Utilities Commission    | \$49,100.00           | \$0.00                 | \$19,844.50              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$252,149.00           | \$26,044.24              |                           |                               |                               |
| The Energy Authority            | \$120,780.00          | \$0.00                 | \$51,864.10              |                           |                               |                               |
| <b>Total January 2022</b>       |                       |                        |                          | <b>\$169,880.00</b>       | <b>\$439,584.00</b>           | <b>\$131,137.84</b>           |
| <b>Feb-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$238,360.00           | \$28,830.00              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$166,010.00           | \$25,637.30              |                           |                               |                               |
| Orlando Utilities Commission    | \$119,900.00          | \$36,320.00            | \$3,051.00               |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$56,898.50            | \$7,306.14               |                           |                               |                               |
| The Energy Authority            | \$25,170.00           | \$0.00                 | \$3,217.50               |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$27,125.00            | \$1,601.20               |                           |                               |                               |
| <b>Total February 2022</b>      |                       |                        |                          | <b>\$37,070.00</b>        | <b>\$525,313.50</b>           | <b>\$69,443.94</b>            |
| <b>Mar-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$45,057.00            | \$9,925.96               |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$268,045.00           | \$47,898.70              |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$56,165.00            | \$912.00                 |                           |                               |                               |
| Orlando Utilities Commission    | \$2,250.00            | \$25,775.00            | \$455.00                 |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$55,855.00            | \$4,236.74               |                           |                               |                               |
| Tampa Electric Company          | \$0.00                | \$23,200.00            | \$177.25                 |                           |                               |                               |
| The Energy Authority            | \$12,250.00           | \$23,840.00            | \$7,375.15               |                           |                               |                               |
| <b>Total March 2022</b>         |                       |                        |                          | <b>\$14,500.00</b>        | <b>\$496,937.00</b>           | <b>\$70,980.80</b>            |
| <b>Apr-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$504,535.00           | \$70,339.20              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$229,025.00           | \$36,170.15              |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$6,570.00             | \$0.00                   |                           |                               |                               |
| Orlando Utilities Commission    | \$51,040.00           | \$14,190.00            | \$9,934.05               |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$10,620.00            | \$2,360.00               |                           |                               |                               |
| The Energy Authority            | \$0.00                | \$32,100.00            | \$7,078.20               |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$62,160.00            | \$13,618.56              |                           |                               |                               |
| <b>Total April 2022</b>         |                       |                        |                          | <b>\$51,040.00</b>        | <b>\$869,200.00</b>           | <b>\$138,500.16</b>           |
| <b>May-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$363,961.00           | \$54,133.37              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$174,505.00           | \$11,205.69              |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$32,060.00            | \$0.00                   |                           |                               |                               |
| Orlando Utilities Commission    | \$56,755.00           | \$7,000.00             | \$8,284.49               |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$256,361.00           | \$24,591.90              |                           |                               |                               |
| Tampa Electric Company          | \$0.00                | \$19,200.00            | \$2,025.60               |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$154,335.00           | \$27,284.31              |                           |                               |                               |
| <b>Total May 2022</b>           |                       |                        |                          | <b>\$56,755.00</b>        | <b>\$1,007,362.00</b>         | <b>\$127,525.35</b>           |
| <b>Jun-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$154,240.00           | \$16,139.20              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$216,805.00           | \$24,728.50              |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$25,760.00            | \$2,888.00               |                           |                               |                               |
| Florida Power & Light Company   | \$0.00                | \$76,800.00            | \$6,529.00               |                           |                               |                               |
| Orlando Utilities Commission    | \$103,190.00          | \$0.00                 | \$24,664.50              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$121,339.00           | \$11,711.21              |                           |                               |                               |
| The Energy Authority            | \$178,875.00          | \$0.00                 | \$36,637.00              |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$9,164.00             | \$1,591.06               |                           |                               |                               |
| <b>Total June 2022</b>          |                       |                        |                          | <b>\$282,065.00</b>       | <b>\$604,108.00</b>           | <b>\$126,887.47</b>           |
| <b>Jul-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$316,704.00           | \$35,381.06              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$7,650.00             | \$1,117.80               |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$236,160.00           | \$24,860.16              |                           |                               |                               |
| Orlando Utilities Commission    | \$396,830.00          | \$0.00                 | \$65,706.40              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$75,846.00            | \$14,152.48              |                           |                               |                               |
| The Energy Authority            | \$0.00                | \$17,280.00            | \$2,690.90               |                           |                               |                               |
| <b>Total July 2022</b>          |                       |                        |                          | <b>\$396,830.00</b>       | <b>\$653,442.00</b>           | <b>\$143,898.70</b>           |
| <b>Aug-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$220,370.00           | \$20,303.20              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$230,000.00           | \$23,847.00              |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$124,600.00           | \$13,343.30              |                           |                               |                               |
| Orlando Utilities Commission    | \$97,125.00           | \$0.00                 | \$15,310.68              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$306,535.00           | \$33,892.53              |                           |                               |                               |
| The Energy Authority            | \$0.00                | \$102,360.00           | \$19,335.60              |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$350,168.00           | \$42,654.64              |                           |                               |                               |
| <b>Total August 2022</b>        |                       |                        |                          | <b>\$97,125.00</b>        | <b>\$1,334,033.00</b>         | <b>\$168,386.95</b>           |
| <b>Sep-22</b>                   |                       |                        |                          |                           |                               |                               |
| City of Tallahassee             | \$0.00                | \$158,080.00           | \$15,901.20              |                           |                               |                               |
| Duke Energy Florida             | \$0.00                | \$203,700.00           | \$20,445.90              |                           |                               |                               |
| Constellation Energy Generation | \$0.00                | \$179,200.00           | \$12,544.00              |                           |                               |                               |
| Orlando Utilities Commission    | \$94,665.00           | \$0.00                 | \$12,292.05              |                           |                               |                               |
| Rainbow Energy Marketing        | \$0.00                | \$85,396.00            | \$12,671.46              |                           |                               |                               |
| The Energy Authority            | \$0.00                | \$170,880.00           | \$21,312.00              |                           |                               |                               |
| TYR Energy                      | \$0.00                | \$251,263.00           | \$21,788.74              |                           |                               |                               |
| <b>Total September 2022</b>     |                       |                        |                          | <b>\$94,665.00</b>        | <b>\$1,048,519.00</b>         | <b>\$116,955.35</b>           |
| <b>FY2022 to Date Total</b>     | <b>\$1,833,114.84</b> | <b>\$8,566,797.50</b>  | <b>\$1,479,989.21</b>    | <b>\$1,833,114.84</b>     | <b>\$8,566,797.50</b>         | <b>\$1,479,989.21</b>         |

[1] Does not include any purchases under long term firm contracts.  
[2] Only includes impact of energy marketing activity.

Profit  
14.23%

**RESOLUTION #614  
MONTHLY GAS SALES, PURCHASES, AND TRANSPORTATION TRANSACTIONS**

| Company                                       | MMBTU's          | \$/ MMBTU's   | Monthly Purchase Subtotal | Monthly Sales Subtotal | Net Monthly Sales and Purchases Subtotal | Monthly Budgeted MMBTU's | Budgeted \$/ MMBTU's | Monthly Budgeted Subtotal |
|---|------------------|---------------|---------------------------|------------------------|--|--------------------------|----------------------|---------------------------|
| <b>Oct-21</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,020,249.19)          | \$0.00                 | (\$1,020,249.19)                         | 496,726                  |                      | \$1,523,061.35            |
| BP  | 80,313           |               | \$450,294.37              | \$0.00                 | \$450,294.37                             |                          |                      |                           |
| FGU   | 158,689          |               | \$913,834.43              | \$0.00                 | \$913,834.43                             |                          |                      |                           |
| Gas South                                     | 12,000           |               | \$68,934.50               | \$0.00                 | \$68,934.50                              |                          |                      |                           |
| Mercuria                                      | 177,830          |               | \$1,041,882.87            | \$0.00                 | \$1,041,882.87                           |                          |                      |                           |
| Bookout - Gas South                           | (719)            |               | (\$3,981.46)              | \$0.00                 | (\$3,981.46)                             |                          |                      |                           |
| FGT Usage                                     |                  |               | \$24,409.80               | \$0.00                 | \$24,409.80                              |                          |                      |                           |
| <b>Total October 2021</b>                     | <b>427,913</b>   | <b>\$3.45</b> | <b>\$1,475,125.32</b>     | <b>\$0.00</b>          | <b>\$1,475,125.32</b>                    | <b>496,726</b>           | <b>\$3.07</b>        | <b>\$1,523,061.35</b>     |
| <b>Nov-21</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,409,414.58)          | \$0.00                 | (\$1,409,414.58)                         | 494,579                  |                      | \$1,442,964.65            |
| FGU   | 152,100          |               | \$938,761.20              | \$0.00                 | \$938,761.20                             |                          |                      |                           |
| Gas South                                     | 124,060          |               | \$720,729.60              | \$0.00                 | \$720,729.60                             |                          |                      |                           |
| TENASKA                                       | 153,570          |               | \$961,649.08              | \$0.00                 | \$961,649.08                             |                          |                      |                           |
| Radiate                                       | 27,270           |               | \$172,619.10              | \$0.00                 | \$172,619.10                             |                          |                      |                           |
| Peoples Gas                                   | 813              |               | \$5,990.55                | \$0.00                 | \$5,990.55                               |                          |                      |                           |
| Bookout -                                     | 3,626            |               | \$17,532.90               | \$0.00                 | \$17,532.90                              |                          |                      |                           |
| FGT Usage                                     |                  |               | \$26,019.21               | \$0.00                 | \$26,019.21                              |                          |                      |                           |
| <b>Total November 2021</b>                    | <b>461,439</b>   | <b>\$3.11</b> | <b>\$1,433,887.06</b>     | <b>\$0.00</b>          | <b>\$1,433,887.06</b>                    | <b>494,579</b>           | <b>\$2.92</b>        | <b>\$1,442,964.65</b>     |
| <b>Dec-21</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,152,853.52)          | \$0.00                 | (\$1,152,853.52)                         | 528,819                  |                      | \$1,570,879.12            |
| BP  | 35,198           |               | \$132,316.83              | \$0.00                 | \$132,316.83                             |                          |                      |                           |
| FGU   | 157,170          |               | \$851,389.89              | \$0.00                 | \$851,389.89                             |                          |                      |                           |
| Gas South                                     | 118,960          |               | \$651,693.39              | \$0.00                 | \$651,693.39                             |                          |                      |                           |
| TENASKA                                       | 158,689          |               | \$872,313.43              | \$0.00                 | \$872,313.43                             |                          |                      |                           |
| Peoples Gas                                   | 169              |               | \$936.00                  | \$0.00                 | \$936.00                                 |                          |                      |                           |
| Bookout -                                     | 1,683            |               | \$6,161.44                | \$0.00                 | \$6,161.44                               |                          |                      |                           |
| FGT Usage                                     |                  |               | \$26,761.16               | \$0.00                 | \$26,761.16                              |                          |                      |                           |
| <b>Total December 2021</b>                    | <b>471,869</b>   | <b>\$2.94</b> | <b>\$1,388,738.62</b>     | <b>\$0.00</b>          | <b>\$1,388,738.62</b>                    | <b>528,819</b>           | <b>\$2.97</b>        | <b>\$1,570,879.12</b>     |
| <b>Jan-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$560,474.56)            | \$0.00                 | (\$560,474.56)                           | 567,171                  |                      | \$1,722,898.29            |
| BP  | 24,094           |               | \$105,418.93              | \$0.00                 | \$105,418.93                             |                          |                      |                           |
| FGU   | 157,170          |               | \$627,736.98              | \$0.00                 | \$627,736.98                             |                          |                      |                           |
| Gas South                                     | 153,509          |               | \$654,182.31              | \$0.00                 | \$654,182.31                             |                          |                      |                           |
| TENASKA                                       | 166,788          |               | \$681,387.81              | \$0.00                 | \$681,387.81                             |                          |                      |                           |
| Radiate                                       | 3,072            |               | \$14,155.00               | \$0.00                 | \$14,155.00                              |                          |                      |                           |
| Rainbow                                       | 4,971            |               | \$36,412.50               | \$0.00                 | \$36,412.50                              |                          |                      |                           |
| Peoples Gas                                   | 21               |               | \$194.62                  | \$0.00                 | \$194.62                                 |                          |                      |                           |
| Bookout - Gas South                           | (1,854)          |               | (\$9,015.30)              | \$0.00                 | (\$9,015.30)                             |                          |                      |                           |
| FGT Usage                                     |                  |               | \$28,558.43               | \$0.00                 | \$28,558.43                              |                          |                      |                           |
| <b>Total January 2022</b>                     | <b>507,671</b>   | <b>\$3.11</b> | <b>\$1,578,556.72</b>     | <b>\$0.00</b>          | <b>\$1,578,556.72</b>                    | <b>567,171</b>           | <b>\$3.04</b>        | <b>\$1,722,898.29</b>     |
| <b>Feb-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,413,070.77)          | \$0.00                 | (\$1,413,070.77)                         | 476,303                  |                      | \$1,406,002.16            |
| Shell   | 143,332          |               | \$963,708.26              | \$0.00                 | \$963,708.26                             |                          |                      |                           |
| BP  | 58,918           |               | \$372,067.17              | \$0.00                 | \$372,067.17                             |                          |                      |                           |
| FGU   | 141,960          |               | \$885,120.60              | \$0.00                 | \$885,120.60                             |                          |                      |                           |
| Gas South                                     | 45,240           |               | \$206,699.39              | \$0.00                 | \$206,699.39                             |                          |                      |                           |
| Mercuria                                      | 58,800           |               | \$372,498.00              | \$0.00                 | \$372,498.00                             |                          |                      |                           |
| Peoples Gas                                   | 1                |               | \$5.46                    | \$0.00                 | \$5.46                                   |                          |                      |                           |
| Bookout - Gas South                           | (5,466)          |               | (\$24,452.62)             | \$0.00                 | (\$24,452.62)                            |                          |                      |                           |
| FGT Annual Accounting Refund Settlement       |                  |               | (\$2,487.39)              | \$0.00                 | (\$2,487.39)                             |                          |                      |                           |
| FGT Usage                                     |                  |               | \$25,522.92               | \$0.00                 | \$25,522.92                              |                          |                      |                           |
| <b>Total February 2022</b>                    | <b>442,785</b>   | <b>\$2.98</b> | <b>\$1,325,611.02</b>     | <b>\$0.00</b>          | <b>\$1,325,611.02</b>                    | <b>476,303</b>           | <b>\$2.95</b>        | <b>\$1,406,002.16</b>     |
| <b>Mar-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$385,388.60)            | \$0.00                 | (\$385,388.60)                           | 499,871                  |                      | \$1,607,772.06            |
| BP  | 22,258           |               | \$108,913.42              | \$0.00                 | \$108,913.42                             |                          |                      |                           |
| FGU   | 157,170          |               | \$713,237.46              | \$0.00                 | \$713,237.46                             |                          |                      |                           |
| Gas South                                     | 228,842          |               | \$1,114,372.03            | \$0.00                 | \$1,114,372.03                           |                          |                      |                           |
| Mercuria                                      | 68,603           |               | \$309,948.35              | \$0.00                 | \$309,948.35                             |                          |                      |                           |
| Cashout - FGT                                 | (3,844)          |               | (\$18,208.46)             | \$0.00                 | (\$18,208.46)                            |                          |                      |                           |
| FGT Usage                                     |                  |               | \$27,150.81               | \$0.00                 | \$27,150.81                              |                          |                      |                           |
| <b>Total March 2022</b>                       | <b>473,029</b>   | <b>\$3.95</b> | <b>\$1,870,024.81</b>     | <b>\$0.00</b>          | <b>\$1,870,024.81</b>                    | <b>499,871</b>           | <b>\$3.22</b>        | <b>\$1,607,772.06</b>     |
| <b>Apr-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,035,336.87)          | \$0.00                 | (\$1,035,336.87)                         | 462,570                  |                      | \$1,347,081.84            |
| BP  | 97,860           |               | \$58,774.99               | \$0.00                 | \$58,774.99                              |                          |                      |                           |
| FGU   | 153,270          |               | \$813,250.53              | \$0.00                 | \$813,250.53                             |                          |                      |                           |
| Gas South                                     | 49,530           |               | \$273,087.78              | \$0.00                 | \$273,087.78                             |                          |                      |                           |
| Mercuria                                      | 144,780          |               | \$772,546.08              | \$0.00                 | \$772,546.08                             |                          |                      |                           |
| Cashout - FGT                                 | 329              |               | \$2,234.68                | \$0.00                 | \$2,234.68                               |                          |                      |                           |
| FGT Usage                                     |                  |               | \$24,542.69               | \$0.00                 | \$24,542.69                              |                          |                      |                           |
| <b>Total April 2022</b>                       | <b>445,769</b>   | <b>\$3.15</b> | <b>\$1,405,099.88</b>     | <b>\$0.00</b>          | <b>\$1,405,099.88</b>                    | <b>462,570</b>           | <b>\$2.91</b>        | <b>\$1,347,081.84</b>     |
| <b>May-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,781,818.07)          | \$0.00                 | (\$1,781,818.07)                         | 436,754                  |                      | \$1,266,951.01            |
| FGU   | 157,998          |               | \$1,143,431.51            | \$0.00                 | \$1,143,431.51                           |                          |                      |                           |
| Gas South                                     | 106,745          |               | \$803,586.77              | \$0.00                 | \$803,586.77                             |                          |                      |                           |
| Mercuria                                      | 156,379          |               | \$1,151,732.09            | \$0.00                 | \$1,151,732.09                           |                          |                      |                           |
| Radiate                                       | 14,756           |               | \$119,409.36              | \$0.00                 | \$119,409.36                             |                          |                      |                           |
| Bookout - TAL                                 | 385              |               | \$3,162.28                | \$0.00                 | \$3,162.28                               |                          |                      |                           |
| FGT Usage                                     |                  |               | \$23,536.16               | \$0.00                 | \$23,536.16                              |                          |                      |                           |
| <b>Total May 2022</b>                         | <b>438,263</b>   | <b>\$3.34</b> | <b>\$1,463,040.09</b>     | <b>\$0.00</b>          | <b>\$1,463,040.09</b>                    | <b>436,754</b>           | <b>\$2.90</b>        | <b>\$1,266,951.01</b>     |
| <b>Jun-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$2,368,588.23)          | \$0.00                 | (\$2,368,588.23)                         | 418,529                  |                      | \$1,210,907.77            |
| FGU   | 153,535          |               | \$1,363,113.73            | \$0.00                 | \$1,363,113.73                           |                          |                      |                           |
| Gas South                                     | 30,166           |               | \$263,274.40              | \$0.00                 | \$263,274.40                             |                          |                      |                           |
| Mercuria                                      | 150,864          |               | \$1,351,888.04            | (\$4,356.33)           | \$1,347,531.71                           |                          |                      |                           |
| Radiate                                       | 88,965           |               | \$802,784.01              | (\$12,323.74)          | \$790,460.27                             |                          |                      |                           |
| Bookout - TAL                                 | 206              |               | \$1,573.32                | \$0.00                 | \$1,573.32                               |                          |                      |                           |
| FGT Usage                                     |                  |               | \$22,322.67               | \$0.00                 | \$22,322.67                              |                          |                      |                           |
| <b>Total June 2022</b>                        | <b>423,736</b>   | <b>\$3.35</b> | <b>\$1,436,367.93</b>     | <b>(\$16,680.07)</b>   | <b>\$1,419,687.86</b>                    | <b>418,529</b>           | <b>\$2.89</b>        | <b>\$1,210,907.77</b>     |
| <b>Jul-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$1,481,603.07)          | \$0.00                 | (\$1,481,603.07)                         | 460,622                  |                      | \$1,359,649.34            |
| FGU   | 155,612          |               | \$1,014,745.85            | (\$21,000.00)          | \$993,665.85                             |                          |                      |                           |
| Gas South                                     | 266,804          |               | \$2,028,754.62            | \$0.00                 | \$2,028,754.62                           |                          |                      |                           |
| Radiate                                       | 8,889            |               | \$101,877.00              | \$0.00                 | \$101,877.00                             |                          |                      |                           |
| Bookout - PGS                                 | (3,782)          |               | (\$33,808.64)             | \$0.00                 | (\$33,808.64)                            |                          |                      |                           |
| FGT Usage                                     |                  |               | \$22,881.78               | \$0.00                 | \$22,881.78                              |                          |                      |                           |
| <b>Total July 2022</b>                        | <b>427,523</b>   | <b>\$3.82</b> | <b>\$1,652,847.55</b>     | <b>(\$21,080.00)</b>   | <b>\$1,631,767.55</b>                    | <b>460,622</b>           | <b>\$2.95</b>        | <b>\$1,359,649.34</b>     |
| <b>Aug-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$2,284,638.01)          | \$0.00                 | (\$2,284,638.01)                         | 439,196                  |                      | \$1,283,451.27            |
| Conoco Phillips                               | 16,926           |               | \$168,329.07              | \$0.00                 | \$168,329.07                             |                          |                      |                           |
| FGU   | 158,378          |               | \$1,371,086.91            | (\$11.34)              | \$1,371,075.57                           |                          |                      |                           |
| Gas South                                     | 95,642           |               | \$1,158,551.86            | \$0.00                 | \$1,158,551.86                           |                          |                      |                           |
| TENASKA                                       | 156,379          |               | \$1,423,351.98            | \$0.00                 | \$1,423,351.98                           |                          |                      |                           |
| Bookout - FGU                                 | (5,097)          |               | (\$46,960.02)             | \$0.00                 | (\$46,960.02)                            |                          |                      |                           |
| FGT Usage                                     |                  |               | \$23,675.03               | \$0.00                 | \$23,675.03                              |                          |                      |                           |
| <b>Total August 2022</b>                      | <b>424,228</b>   | <b>\$4.27</b> | <b>\$1,813,396.81</b>     | <b>(\$11.34)</b>       | <b>\$1,813,385.47</b>                    | <b>439,196</b>           | <b>\$2.92</b>        | <b>\$1,283,451.27</b>     |
| <b>Sep-22</b>                                 |                  |               |                           |                        |  |                          |                      |                           |
| Hedge Settlements - JPM, DB/MS, BP, & Cargill |                  |               | (\$2,495,184.52)          | \$0.00                 | (\$2,495,184.52)                         | 426,630                  |                      | \$1,244,000.75            |
| FGU   | 153,675          |               | \$1,432,711.97            | \$0.00                 | \$1,432,711.97                           |                          |                      |                           |
| Gas South                                     | 78,858           |               | \$796,337.34              | \$0.00                 | \$796,337.34                             |                          |                      |                           |
| Mercuria                                      | 149,165          |               | \$1,452,831.57            | (\$38,100.50)          | \$1,414,731.07                           |                          |                      |                           |
| Radiate                                       | 33,821           |               | \$293,765.96              | \$0.00                 | \$293,765.96                             |                          |                      |                           |
| Bookout -                                     | (3,673)          |               | (\$27,409.66)             | \$0.00                 | (\$27,409.66)                            |                          |                      |                           |
| FGT Usage                                     |                  |               | \$22,560.73               | \$0.00                 | \$22,560.73                              |                          |                      |                           |
| <b>Total September 2022</b>                   | <b>411,846</b>   | <b>\$3.49</b> | <b>\$1,475,613.40</b>     | <b>(\$38,100.50)</b>   | <b>\$1,437,512.90</b>                    | <b>426,630</b>           | <b>\$2.92</b>        | <b>\$1,244,000.75</b>     |
| <b>FY2022 to Date Total</b>                   | <b>5,356,071</b> | <b>\$3.41</b> | <b>\$18,318,309.21</b>    | <b>(\$75,871.91)</b>   | <b>\$18,242,437.30</b>                   | <b>5,707,770</b>         | <b>\$2.98</b>        | <b>\$16,985,619.60</b>    |
| Volume Variance % (mmbtu)                     |                  | -6.2%         |                           |                        |  |                          |                      |                           |
| Volume Variance \$(000)                       |                  | (\$1,046,814) |                           |                        |  |                          |                      |                           |
| Rate Variance \$(000)                         |                  | \$2,303,431   |                           |                        |  |                          |                      |                           |
| Total System Variance YTD                     |                  | \$1,256,618   |                           |                        |  |                          |                      |                           |
| Check   |                  | \$1,256,618   |                           |                        |  |                          |                      |                           |
|   |                  | 75,871.91     |                           |                        |  |                          |                      |                           |



BP Energy Company  
 201 Helios Way-Helios Plaza  
 Houston, TX 77079  
 Tax Id: 36-3421804  
 Cons Unit #: US8XL

## INVOICE

| Customer Details  | Bank Details  | Invoice Details   |
|---|---|---|
| Reedy Creek Improvement District<br>Ray Crooks<br>ray.crooks@disney.com | Remit by wire transfer to:<br><b>BP Energy Company</b><br>For the account of:<br><br>Account Name:<br>Wire Bank:<br>Wire City/State:<br>Transit/ABA:<br>Account No: | Invoice Number: 21228537<br>Invoice Date: 08/30/2022<br>Contract No: 20368<br>Due By: 09/06/2022<br><br><b>BP Energy Company</b><br><b>JPMorgan Chase Bank</b><br>Columbus, OH<br>021000021<br>9102548097 |

Sep 2022 Invoice for Natural Gas Swaps and/or Options

| Trade Type  | Deal ID | Trade Date | Beg Day | End Day | Buy/Sell<br>Call/<br>Put | Total Volume | UOM   | BP Pays          |        |        |        | Customer Pays   |        |        | BP Receives/<br>(Pays) |                |
|---|---------|------------|---------|---------|--------------------------|--------------|-------|------------------|--------|--------|--------|-----------------|--------|--------|------------------------|----------------|
|   |         |            |         |         |                          |              |       | Index/<br>Fixed  | Price  | Basis  | Net    | Index/<br>Fixed | Price  | Basis  |                        | Net            |
| NG-FP-SWAP  | 878220  | 01/11/2018 | 01      | 30      | S                        | 22,260       | MMBTU | NG_NYMEX(NYM 1d) | 9.3530 | 0.0000 | 9.3530 | Fixed Price     | 2.8900 | 0.0000 | 2.8900                 | \$(143,866.38) |
| NG-FP-SWAP  | 998650  | 04/25/2018 | 01      | 30      | S                        | 22,650       | MMBTU | NG_NYMEX(NYM 1d) | 9.3530 | 0.0000 | 9.3530 | Fixed Price     | 2.7950 | 0.0000 | 2.7950                 | \$(148,538.70) |
| <b>Total Swap and Options Amount Due BP (Customer):</b> |         |            |         |         |                          |              |       |                  |        |        |        |                 |        |        | USD \$(292,405.08)     |                |

Approved by Ray M Crooks on August 31, 2022  
 RCID to Receive \$292,405.08 on September 6, 2022





**Cargill Inc - Risk Management**  
 9320 Excelsior Blvd  
 Hopkins, MN 55343 9497  
 United States of America

Email: crm\_hp\_operations@cargill.com  
 Fax: 952 249-4054

**Settlement Invoice**

**Reedy Creek Improvement District**

Invoice Date: 30-Aug-22  
 Invoice Nbr: 2481160  
 Cash Settlement Date: 06-Sep-22  
 Currency: USD

| TRANSACTION DATE                                  | REFERENCE UNDERLYING | CONTRACT QUANTITY | SETTLED QUANTITY | TRANSACTION TYPE | FLOATING PRICE | FIXED/STRIKE PRICE | CALCULATION DATE     | COMMENTS / CUSTOMER | PREMIUM CASH          | SETTLE CASH       |
|---|----------------------|-------------------|------------------|------------------|----------------|--------------------|----------------------|---------------------|-----------------------|-------------------|
| NGU2022   |                      |                   |                  |                  |                |                    |                      |                     |                       |                   |
| Swap  |                      |                   |                  |                  |                |                    | Trade ID: 3001011032 |                     |                       |                   |
| 2022-08-29  | NGU2022              | -5.574            | 5.574            |                  | 9.353          | 3.377              | 29-Aug-22            |                     | 0.00                  | 333,102.24        |
| <b>NGU2022 TOTAL</b>                              |                      |                   |                  |                  |                |                    |                      |                     | <b>0.00</b>           | <b>333,102.24</b> |
| <b>SUB-TOTALS</b>                                 |                      |                   |                  |                  |                |                    |                      |                     | <b>0.00</b>           | <b>333,102.24</b> |
| <b>TOTAL DUE Reedy Creek Improvement District</b> |                      |                   |                  |                  |                |                    |                      |                     | <b>USD 333,102.24</b> |                   |

This document is in the perspective of Reedy Creek Improvement District.

Cargill Risk Management only accepts payment via Wire or ACH.

Approved by Ray M Crooks 8-31-2022  
 RCID to receive \$333,102.24 on September 6, 2022

**Please inform Cargill of any discrepancies shown in this invoice within 48 hours of receipt.**

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| <u>Customer Information</u>               |   | <u>Invoice Information</u>       |
|---|---|----------------------------------|
| Address: Reedy Creek Improvement District | CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH will remit funds by wire transfer per your banking instructions. Please send an invoice for confirmation of payment. | Invoice 11770541-1               |
| US  | Bank: SUN TRUST BANK  | Invoice Date: September 01, 2022 |
| Attention: SETTLEMENTS REEDYCREEK         | Swift Code/ABA 061000104  | Due Date: September 06, 2022     |
| Phone: n/a                                | Acct. Number: /6215215046213/REEDY CREEK  | Citi Katie Payne                 |
| Fax: n/a                                  |   | Phone: 1-212-816-9846            |
| Email: Ray.crooks@disney.com              |   | Fax:                             |
|   |   | Email: katie.payne@citi.com      |

|   |                     |
|---|---------------------|
| <b>PAYMENT DUE DATE:</b>                            | September 06, 2022  |
| <b>TOTAL DUE Reedy Creek Improvement District :</b> | USD -163,528.68 USD |

Citi requires positive confirmation of all settlement amounts and banking details prior to releasing funds. If you do not agree with either of the aforementioned, please contact us immediately at the email or phone number provided.

Invoice APPROVED by Ray M Crooks 9-2-2022  
RCID to Receive Payment on September 6th in the amount of \$163,528.68

Credit Note

| Swaps                 |          |            |          |         |                |       |                   |             |             |                                     |
|-----------------------|----------|------------|----------|---------|----------------|-------|-------------------|-------------|-------------|-------------------------------------|
| #                     | Trade ID | Trade Date | Index 1  | Index 2 | Delivery Month | Unit  | Notional Quantity | Fixed Price | Float Price | Amount Due                          |
| 1                     | 45075192 | 06/06/2019 | NYMEX NG |         | Sep-22         | MMBTU | -24360.00         | 2.64/MMBTU  | 9.353/MMBTU | -163,528.68                         |
| <b>Total Trades 1</b> |          |            |          |         |                |       |                   |             |             | <b>Swaps Sub-Total: -163,528.68</b> |

|   |                            |
|---|----------------------------|
| <b>PAYMENT DUE DATE:</b>                            | <b>September 06, 2022</b>  |
| <b>TOTAL DUE Reedy Creek Improvement District :</b> | <b>USD -163,528.68 USD</b> |

# J.P.Morgan

|   |                                  |  |
|---|----------------------------------|--|
| <b>Invoice Ref:</b> JPM415871F  | <b>Counterparty:</b>             | <b>Description:</b> Standard Settlement Instructions |
| <b>Invoice Date:</b> 31-Aug-2022                                      | Reedy Creek Improvement District | <b>Pay to:</b> JPMorgan Chase Bank New York          |
| <b>From:</b> J.P. Morgan Chase Bank National Association,<br>New York | 1900 Hotel Boulevard             | CHASUS33   |
| <b>Telephone:</b>   | Lake Beuna Vista                 | ABA:021000021  |
| <b>Fax:</b>   | 32830                            | <b>For a/c:</b> JPMorgan Chase Bank New York         |
| <b>Email:</b> ebms.settlements.bmth@jpmorgan.com                      | Florida, United States           | 304256374  |
| <b>Payment Date:</b> 06-Sep-2022                                      |                                  |  |

Commodity Type: Nymex

| Trade Date          | Deal #        | Trade Type | Fixed Price | Float Price | Start Date  | End Date    | Quantity  | Settlement Amount |
|---------------------|---------------|------------|-------------|-------------|-------------|-------------|-----------|-------------------|
| 09-Jan-2019         | 8500012F-3ZAQ | Swap       | 2.673000    | -9.353000   | 01-Sep-2022 | 30-Sep-2022 | 22,650.00 | -151,302.00       |
| 10-Apr-2019         | 85000F9-7TKB6 | Swap       | 2.690000    | -9.353000   | 01-Sep-2022 | 30-Sep-2022 | 24,360.00 | -162,310.68       |
| 17-Sep-2019         | 85000F9-8M422 | Swap       | 2.505000    | -9.353000   | 01-Sep-2022 | 30-Sep-2022 | 24,360.00 | -166,817.28       |
| 14-Jan-2020         | 85000F9-97YP5 | Swap       | 2.443000    | -9.353000   | 01-Sep-2022 | 30-Sep-2022 | 24,360.00 | -168,327.60       |
| 05-Mar-2020         | 8500012F-46DX | Swap       | 2.360000    | -9.353000   | 01-Sep-2022 | 30-Sep-2022 | 45,660.00 | -319,300.38       |
| 24-Mar-2021         | 85000F9-CDI1W | Swap       | 2.687000    | -9.353000   | 01-Sep-2022 | 30-Sep-2022 | 21,450.00 | -142,985.70       |
| <i>Subtotal USD</i> |               |            |             |             |             |             |           | -1,111,043.64     |

**JPMorgan Pays Net ( USD ) -1,111,043.64**

Approved by Ray M Crooks 8-31-2022 RCID to receive \$1,111,043.64 on September 6, 2022

Summary Credit Note

Invoice Date: Aug-30-2022
Invoice Number: 2120984-1
Due Date: Sep-06-2022

Morgan Stanley Capital Group Inc.
1585 Broadway,20th Floor
Attn: Commodities
New York, NY 10036

REEDY CREEK IMPROVEMENT
DISTRICT
1900 HOTEL PLAZA BLVD
LAKE BUENA VISTA 328308406
USA

From: Commodities Operations
Voice: +1 443 627-5166
Fax: 914-750-0751
Email: commodfinsettlementsind@morganstanley.com

Attn: Ray Crooks
Voice: 407-824-7216
Fax:

Account: 0579GFAB8

Table with 2 columns: Description, Amount Due. Row 1: Swap, (593,104.08) USD. Row 2: (593,104.08) USD. Row 3: Due Date: Sep-06-2022, (593,104.08) USD.

Approved by Ray M Crooks 8-31-2022
RCID to receive \$593,104.08 on September 6, 2022

**Detail Credit Note**

**Please be advised that the following swaps have priced out**

| Trade ID | Trade Date  | Swap  | Quantity       | We Pay       | You Pay       | Amount Due       |
|----------|-------------|---|----------------|--------------|---------------|------------------|
| 18852304 | Nov-15-2017 | Swap - We Pay "Natural Gas NYMEX Last Day Settle" Aug 29, 2022, You Pay Fixed | 44,520<br>MMBT | Float 9.3530 | Fixed 2.90300 | (287,154.00) USD |
| 19812341 | Nov-08-2018 | Swap - We Pay "Natural Gas NYMEX Last Day Settle" Aug 29, 2022, You Pay Fixed | 22,650<br>MMBT | Float 9.3530 | Fixed 2.66    | (151,596.45) USD |
| 22323376 | Dec-08-2020 | Swap - We Pay "Natural Gas NYMEX Last Day Settle" Aug 29, 2022, You Pay Fixed | 22,830<br>MMBT | Float 9.3530 | Fixed 2.59200 | (154,353.63) USD |

**Total Due From Morgan Stanley Capital Group Inc. in USD (593,104.08)**

Due Date: Sep-06-2022



BP Energy Company  
 201 Helios Way-Helios Plaza  
 Houston, TX 77079  
 Tax Id: 36-3421804  
 Cons Unit #: US8XL

## INVOICE

| Customer Details  | Bank Details  | Invoice Details   |
|---|---|---|
| Reedy Creek Improvement District<br>Ray Crooks<br>ray.crooks@disney.com | Remit by wire transfer to:<br><b>BP Energy Company</b><br>For the account of:<br><br>Account Name:<br>Wire Bank:<br>Wire City/State:<br>Transit/ABA:<br>Account No: | Invoice Number: 21234254<br>Invoice Date: 10/03/2022<br>Contract No: 20368<br>Due By: 10/07/2022<br><br><b>BP Energy Company</b><br><b>JPMorgan Chase Bank</b><br>Columbus, OH<br>021000021<br>9102548097 |

Sep 2022 Invoice for Natural Gas Swaps and/or Options

| Trade Type  | Deal ID  | Trade Date | Beg Day | End Day | Buy/Sell<br>Call/<br>Put | Total Volume | UOM   | BP Pays                          |        |        |        | Customer Pays   |        |        | BP Receives/<br>(Pays) |                |
|---|----------|------------|---------|---------|--------------------------|--------------|-------|----------------------------------|--------|--------|--------|-----------------|--------|--------|------------------------|----------------|
|   |          |            |         |         |                          |              |       | Index/<br>Fixed                  | Price  | Basis  | Net    | Index/<br>Fixed | Price  | Basis  |                        | Net            |
| NG-FP-SSWAP   | 16421202 | 07/16/2021 | 01      | 30      | S                        | 104,070      | MMBTU | NG_SoNat_Daily_GD(G<br>as Daily) | 8.3013 | 0.0000 | 8.3013 | Fixed Price     | 3.2100 | 0.0000 | 3.2100                 | \$(529,851.59) |
| <b>Total Swap and Options Amount Due BP (Customer):</b> |          |            |         |         |                          |              |       |                                  |        |        |        |                 |        |        | USD \$(529,851.59)     |                |

RCID agrees with this invoice and expects payment on 10/7/2022. APPROVED 10/4/2022 by Ray M Crooks

# J.P.Morgan

|   |                                  |  |
|---|----------------------------------|--|
| <b>Invoice Ref:</b> JPM420116F  | <b>Counterparty:</b>             | <b>Description:</b> Standard Settlement Instructions |
| <b>Invoice Date:</b> 04-Oct-2022                                      | Reedy Creek Improvement District | <b>Pay to:</b> JPMorgan Chase Bank, N.A, New York    |
| <b>From:</b> J.P. Morgan Chase Bank National Association,<br>New York | 1900 Hotel Boulevard             | CHASUS33   |
| <b>Telephone:</b>   | Lake Beuna Vista                 | ABA 021000021  |
| <b>Fax:</b>   | 32830                            | <b>For a/c:</b> JPMorgan Chase Bank, N.A, New York   |
| <b>Email:</b> ebms.settlements.bmth@jpmorgan.com                      | Florida, United States           | 304256374  |
| <b>Payment Date:</b> 07-Oct-2022                                      |                                  |  |

Commodity Type: GULF COAST GD

| Trade Date          | Deal #        | Trade Type | Fixed Price | Float Price | Start Date  | End Date    | Quantity   | Settlement Amount |
|---------------------|---------------|------------|-------------|-------------|-------------|-------------|------------|-------------------|
| 24-Mar-2021         | 85000F9-CDIP4 | Swap       | 2.568000    | -8.301300   | 01-Sep-2022 | 30-Sep-2022 | 34,680.00  | -198,830.84       |
| 26-Apr-2021         | 85000F9-CKGYW | Swap       | 2.670000    | -8.301300   | 01-Sep-2022 | 30-Sep-2022 | 117,960.00 | -664,268.15       |
| <i>Subtotal USD</i> |               |            |             |             |             |             |            | -863,098.99       |

**JPMorgan Pays Net ( USD ) -863,098.99**

RCID agrees with this invoice and expects payment on 10/7/2022.  
APPROVED 10/4/2022 by Ray M Crooks



## Summary Credit Note

Invoice Date: Oct-03-2022  
Invoice Number: 2130954-1  
Due Date: Oct-07-2022

Morgan Stanley Capital Group Inc.  
1585 Broadway,20th Floor  
Attn: Commodities  
New York, NY 10036

REEDY CREEK IMPROVEMENT  
DISTRICT  
1900 HOTEL PLAZA BLVD  
LAKE BUENA VISTA 328308406  
USA

From: Commodities Operations  
Voice: +1 443 627-5166  
Fax: 914-750-0751  
Email: commodfinsettlementsind@morganstanley.com

Attn: Ray Crooks  
Voice: 407-824-7216  
Fax:

Account: 0579GFAB8

| Description                  | Amount Due              |
|------------------------------|-------------------------|
| Swap                         | (99,376.269) USD        |
|                              | <b>(99,376.269) USD</b> |
| <b>Due Date: Oct-07-2022</b> | <b>(99,376.27) USD</b>  |

**RCID agrees with this invoice and expects payment on 10/7/2022. APPROVED 10/4/2022 by Ray M Crooks**

**Detail Credit Note**

**Please be advised that the following swaps have priced out**

| Trade ID | Trade Date  | Swap  | Quantity    | We Pay       | You Pay    | Amount Due       |
|----------|-------------|---|-------------|--------------|------------|------------------|
| 22323315 | Dec-08-2020 | Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Sep 1-30, 2022, You Pay Fixed | 17,130 MMBT | Float 8.3013 | Fixed 2.50 | (99,376.269) USD |

**Total Due From Morgan Stanley Capital Group Inc. in USD (99,376.27)**

Due Date: Oct-07-2022



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

|                        |  |                        |   |                                     |   |
|------------------------|--|------------------------|---|-------------------------------------|---|
| <b>Stmnt D/T:</b>      | 10/7/2022 12:00:00 AM  | <b>Remit to Party:</b> | 006924518                                       | <b>Payee:</b>                       | 006924518                                       |
| <b>Billable Party:</b> | 091306597  |                        | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT | <b>Payee's Bank Account Number:</b> | Account # 9600168869                            |
|                        | Reedy Creek Improvement District<br>LISA MEARS<br>P.O. Box 10000 | <b>Remit Addr:</b>     | P.O. BOX 204032<br>Dallas, TX 75320-4032        | <b>Payee's Bank ACH Number:</b>     | ABA # 041203824                                 |
|                        |  |                        |   | <b>Payee's Bank Wire Number:</b>    | ABA # 121000248                                 |
|                        |  |                        |   | <b>Payee's Bank:</b>                | Wells Fargo Bank NA                             |
|                        |  |                        |   | <b>Payee's Name:</b>                | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT |
|                        | Lake Buena Vista, FL 32830                                       |                        |   | <b>Contact Name:</b>                | Sharon Pyburn                                   |
|                        |  |                        |   | <b>Contact Phone:</b>               | (713) 989-2093                                  |

|                      |                                  |                          |                    |                              |            |
|----------------------|----------------------------------|--------------------------|--------------------|------------------------------|------------|
| <b>Svc Req Name:</b> | Reedy Creek Improvement District | <b>Invoice Date:</b>     | 10/10/2022         | <b>Invoice Total Amount:</b> | \$3,118.46 |
| <b>Svc Req:</b>      | 091306597                        | <b>Sup Doc Ind:</b>      | Shipper Imbalance  | <b>Invoice Identifier:</b>   | 000395943  |
| <b>Svc Req K:</b>    | 3631                             | <b>Charge Indicator:</b> | Bill on Deliveries | <b>Account Number:</b>       | 1000038860 |
| <b>Svc Code:</b>     | FTS-2                            | <b>Prev Inv ID:</b>      |                    | <b>Net Due Date:</b>         | 10/20/2022 |
| <b>Invoice Type:</b> | COMMODITY                        |                          |                    |                              |            |

**Begin Transaction Date:** 9/1/2022      **End Transaction Date:** 9/30/2022      Please reference your invoice identifier and your account number in your wire transfer.

| Line No | Rec Loc | Rec Loc Name   | Rec Zn | Del Loc | Del Loc Name      | Del Zn | Charge Type | Base Rate  | Base Rate Disc | Net Rate   | Quantity | Amount Due | Date Range | TT |
|---------|---------|--|--------|---------|-------------------|--------|-------------|------------|----------------|------------|----------|------------|------------|----|
| 1       |         |  | 16174  |         | Reedy Creek Resid |        | MARKET      |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |         |                   |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 23,998   | \$501.56   | 1-30       |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                   |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 23,998   | \$28.80    | 1-30       |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                   |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 23,998   | \$556.75   | 1-30       |    |
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |                   |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 23,998   | \$326.37   | 1-30       |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |                   |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 23,998   | (\$4.80)   | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |                   |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 23,998   | \$7.20     | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |                   |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 23,998   | (\$199.18) | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |                   |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 23,998   | \$103.19   | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |                   |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 23,998   | \$36.00    | 1-30       |    |
|         |         |  |        |         |                   |        |             |            |                |            |          | \$1,355.89 |            |    |
| 2       |         |  | 16175  |         | Reedy Creek Theme |        | MARKET      |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |         |                   |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 25,496   | \$532.87   | 1-30       |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                   |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 25,496   | \$30.60    | 1-30       |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                   |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 25,496   | \$591.51   | 1-30       |    |
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |                   |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 25,496   | \$346.75   | 1-30       |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |                   |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 25,496   | (\$5.10)   | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |                   |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 25,496   | \$7.65     | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |                   |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 25,496   | (\$211.62) | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |                   |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 25,496   | \$109.63   | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |                   |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 25,496   | \$38.24    | 1-30       |    |
|         |         |  |        |         |                   |        |             |            |                |            |          | \$1,440.52 |            |    |
| 3       |         |  | 16257  |         | Reedy Creek Gen   |        | MARKET      |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |         |                   |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 5,700    | \$119.13   | 1-30       |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                   |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 5,700    | \$6.84     | 1-30       |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                   |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 5,700    | \$132.24   | 1-30       |    |

Late Payment Charges are assessed on past due balances after the invoice date.  
 Shippers may voluntarily choose to contribute to GRI. All contribution payments must be clearly and specifically marked as 'GRI Contributions', and the GRI Project(s) or Project Area(s) to be funded must be indicated on the payment detail, which should be emailed to your Gas Logistics Representative.



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

|                        |  |                        |   |                                     |   |
|------------------------|--|------------------------|---|-------------------------------------|---|
| <b>Stmnt D/T:</b>      | 10/7/2022 12:00:00 AM  | <b>Remit to Party:</b> | 006924518                                       | <b>Payee:</b>                       | 006924518                                       |
| <b>Billable Party:</b> | 091306597  |                        | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT | <b>Payee's Bank Account Number:</b> | Account # 9600168869                            |
|                        | Reedy Creek Improvement District<br>LISA MEARS<br>P.O. Box 10000 | <b>Remit Addr:</b>     | P.O. BOX 204032<br>Dallas, TX 75320-4032        | <b>Payee's Bank ACH Number:</b>     | ABA # 041203824                                 |
|                        |  |                        |   | <b>Payee's Bank Wire Number:</b>    | ABA # 121000248                                 |
|                        |  |                        |   | <b>Payee's Bank:</b>                | Wells Fargo Bank NA                             |
|                        |  |                        |   | <b>Payee's Name:</b>                | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT |
|                        |  |                        |   | <b>Contact Name:</b>                | Sharon Pyburn                                   |
|                        | Lake Buena Vista, FL 32830                                       |                        |   | <b>Contact Phone:</b>               | (713) 989-2093                                  |

|                      |                                  |                          |                    |                              |            |
|----------------------|----------------------------------|--------------------------|--------------------|------------------------------|------------|
| <b>Svc Req Name:</b> | Reedy Creek Improvement District | <b>Invoice Date:</b>     | 10/10/2022         | <b>Invoice Total Amount:</b> | \$3,118.46 |
| <b>Svc Req:</b>      | 091306597                        | <b>Sup Doc Ind:</b>      | Shipper Imbalance  | <b>Invoice Identifier:</b>   | 000395943  |
| <b>Svc Req K:</b>    | 3631                             | <b>Charge Indicator:</b> | Bill on Deliveries | <b>Account Number:</b>       | 1000038860 |
| <b>Svc Code:</b>     | FTS-2                            | <b>Prev Inv ID:</b>      |                    | <b>Net Due Date:</b>         | 10/20/2022 |
| <b>Invoice Type:</b> | COMMODITY                        |                          |                    |                              |            |

**Begin Transaction Date:** 9/1/2022      **End Transaction Date:** 9/30/2022      Please reference your invoice identifier and your account number in your wire transfer.

| Line No | Rec Loc | Rec Loc Name   | Rec Zn | Del Loc | Del Loc Name | Del Zn | Charge Type | Base Rate  | Base Rate Disc | Net Rate   | Quantity | Amount Due | Date Range | TT |
|---------|---------|--|--------|---------|--------------|--------|-------------|------------|----------------|------------|----------|------------|------------|----|
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |              |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 5,700    | \$77.52    | 1-30       |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |              |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 5,700    | (\$1.14)   | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |              |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 5,700    | \$1.71     | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |              |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 5,700    | (\$47.31)  | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |              |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 5,700    | \$24.51    | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |              |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 5,700    | \$8.55     | 1-30       |    |
|         |         |  |        |         |              |        |             |            |                |            |          | \$322.05   |            |    |

**Invoice Total Amount: 55,194 \$3,118.46**

approved 10/10/22 *Eileen Foyan*



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

|                        |  |                        |   |                                     |   |
|------------------------|--|------------------------|---|-------------------------------------|---|
| <b>Stmnt D/T:</b>      | 10/7/2022 12:00:00 AM  | <b>Remit to Party:</b> | 006924518                                       | <b>Payee:</b>                       | 006924518                                       |
| <b>Billable Party:</b> | 091306597  |                        | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT | <b>Payee's Bank Account Number:</b> | Account # 9600168869                            |
|                        | Reedy Creek Improvement District<br>LISA MEARS<br>P.O. Box 10000 | <b>Remit Addr:</b>     | P.O. BOX 204032<br>Dallas, TX 75320-4032        | <b>Payee's Bank ACH Number:</b>     | ABA # 041203824                                 |
|                        |  |                        |   | <b>Payee's Bank Wire Number:</b>    | ABA # 121000248                                 |
|                        |  |                        |   | <b>Payee's Bank:</b>                | Wells Fargo Bank NA                             |
|                        |  |                        |   | <b>Payee's Name:</b>                | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT |
|                        | Lake Buena Vista, FL 32830                                       |                        |   | <b>Contact Name:</b>                | Sharon Pyburn                                   |
|                        |  |                        |   | <b>Contact Phone:</b>               | (713) 989-2093                                  |

|                      |                                  |                          |                    |                              |             |
|----------------------|----------------------------------|--------------------------|--------------------|------------------------------|-------------|
| <b>Svc Req Name:</b> | Reedy Creek Improvement District | <b>Invoice Date:</b>     | 10/10/2022         | <b>Invoice Total Amount:</b> | \$19,442.27 |
| <b>Svc Req:</b>      | 091306597                        | <b>Sup Doc Ind:</b>      | Shipper Imbalance  | <b>Invoice Identifier:</b>   | 000395999   |
| <b>Svc Req K:</b>    | 5114                             | <b>Charge Indicator:</b> | Bill on Deliveries | <b>Account Number:</b>       | 1000038860  |
| <b>Svc Code:</b>     | FTS-1                            | <b>Prev Inv ID:</b>      |                    | <b>Net Due Date:</b>         | 10/20/2022  |
| <b>Invoice Type:</b> | COMMODITY                        |                          |                    |                              |             |

**Begin Transaction Date:** 9/1/2022      **End Transaction Date:** 9/30/2022      Please reference your invoice identifier and your account number in your wire transfer.

| Line No | Rec Loc | Rec Loc Name   | Rec Zn | Del Loc | Del Loc Name      | Del Zn | Charge Type | Base Rate  | Base Rate Disc | Net Rate   | Quantity | Amount Due | Date Range | TT |
|---------|---------|--|--------|---------|-------------------|--------|-------------|------------|----------------|------------|----------|------------|------------|----|
| 1       |         |  | 16174  |         | Reedy Creek Resid |        | MARKET      |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |         |                   |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 32,109   | \$671.08   | 1-30       |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                   |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 32,109   | \$38.53    | 1-30       |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                   |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 32,109   | \$744.93   | 1-30       |    |
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |                   |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 32,109   | \$436.68   | 1-30       |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |                   |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 32,109   | (\$6.42)   | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |                   |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 32,109   | \$9.63     | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |                   |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 32,109   | (\$266.50) | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |                   |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 32,109   | \$138.07   | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |                   |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 32,109   | \$48.16    | 1-30       |    |
|         |         |  |        |         |                   |        |             |            |                |            |          | \$1,814.16 |            |    |
| 2       |         |  | 16175  |         | Reedy Creek Theme |        | MARKET      |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |         |                   |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 29,981   | \$626.60   | 1-30       |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                   |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 29,981   | \$35.98    | 1-30       |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                   |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 29,981   | \$695.56   | 1-30       |    |
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |                   |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 29,981   | \$407.74   | 1-30       |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |                   |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 29,981   | (\$6.00)   | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |                   |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 29,981   | \$8.99     | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |                   |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 29,981   | (\$248.84) | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |                   |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 29,981   | \$128.92   | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |                   |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 29,981   | \$44.97    | 1-30       |    |
|         |         |  |        |         |                   |        |             |            |                |            |          | \$1,693.93 |            |    |
| 3       |         |  | 16257  |         | Reedy Creek Gen   |        | MARKET      |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |         |                   |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 46,074   | \$962.95   | 1-30       |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                   |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 46,074   | \$55.29    | 1-30       |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                   |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 46,074   | \$1,068.92 | 1-30       |    |

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

|                        |  |                        |   |                                     |   |
|------------------------|--|------------------------|---|-------------------------------------|---|
| <b>Stmt D/T:</b>       | 10/7/2022 12:00:00 AM  | <b>Remit to Party:</b> | 006924518                                       | <b>Payee:</b>                       | 006924518                                       |
| <b>Billable Party:</b> | 091306597  |                        | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT | <b>Payee's Bank Account Number:</b> | Account # 9600168869                            |
|                        | Reedy Creek Improvement District<br>LISA MEARS<br>P.O. Box 10000 | <b>Remit Addr:</b>     | P.O. BOX 204032<br>Dallas, TX 75320-4032        | <b>Payee's Bank ACH Number:</b>     | ABA # 041203824                                 |
|                        | Lake Buena Vista, FL 32830                                       |                        |   | <b>Payee's Bank Wire Number:</b>    | ABA # 121000248                                 |
|                        |  |                        |   | <b>Payee's Bank:</b>                | Wells Fargo Bank NA                             |
|                        |  |                        |   | <b>Payee's Name:</b>                | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT |
|                        |  |                        |   | <b>Contact Name:</b>                | Sharon Pyburn                                   |
|                        |  |                        |   | <b>Contact Phone:</b>               | (713) 989-2093                                  |

|                      |                                  |                          |                    |                              |             |
|----------------------|----------------------------------|--------------------------|--------------------|------------------------------|-------------|
| <b>Svc Req Name:</b> | Reedy Creek Improvement District | <b>Invoice Date:</b>     | 10/10/2022         | <b>Invoice Total Amount:</b> | \$19,442.27 |
| <b>Svc Req:</b>      | 091306597                        | <b>Sup Doc Ind:</b>      | Shipper Imbalance  | <b>Invoice Identifier:</b>   | 000395999   |
| <b>Svc Req K:</b>    | 5114                             | <b>Charge Indicator:</b> | Bill on Deliveries | <b>Account Number:</b>       | 1000038860  |
| <b>Svc Code:</b>     | FTS-1                            | <b>Prev Inv ID:</b>      |                    | <b>Net Due Date:</b>         | 10/20/2022  |
| <b>Invoice Type:</b> | COMMODITY                        |                          |                    |                              |             |

**Begin Transaction Date:** 9/1/2022      **End Transaction Date:** 9/30/2022      Please reference your invoice identifier and your account number in your wire transfer.

| Line No | Rec Loc | Rec Loc Name   | Rec Zn | Del Loc               | Del Loc Name | Del Zn | Charge Type | Base Rate  | Base Rate Disc | Net Rate   | Quantity | Amount Due | Date Range | TT |
|---------|---------|--|--------|-----------------------|--------------|--------|-------------|------------|----------------|------------|----------|------------|------------|----|
|         |         | Surcharge: Western Division Electric Power Cost                    |        |                       |              |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 46,074   | \$626.61   | 1-30       |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |                       |              |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 46,074   | (\$9.21)   | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |                       |              |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 46,074   | \$13.82    | 1-30       |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |                       |              |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 46,074   | (\$382.41) | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |                       |              |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 46,074   | \$198.12   | 1-30       |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |                       |              |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 46,074   | \$69.11    | 1-30       |    |
|         |         |  |        |                       |              |        |             |            |                |            |          | \$2,603.18 |            |    |
| 4       |         | 16257  |        | Reedy Creek Gen       |              | MARKET |             |            |                |            |          |            |            |    |
|         |         | Transportation Commodity - Delivery Flow Day Diversion Credit      |        |                       |              |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | (17,929) | (\$374.72) | 7-8        |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |                       |              |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | (17,929) | (\$21.51)  | 7-8        |    |
|         |         | Surcharge: GRI Funding Fee - Commodity                             |        |                       |              |        | GSC         | \$0.0000   | \$0.0000       | \$0.0000   | (17,929) | \$0.00     | 7-8        |    |
|         |         |  |        |                       |              |        |             |            |                |            |          | (\$396.23) |            |    |
| 5       |         | 16257  |        | Reedy Creek Gen       |              | MARKET |             |            |                |            |          |            |            |    |
|         |         | Transportation Commodity - Delivery Flow Day Diversion Credit      |        |                       |              |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | (8,968)  | (\$187.43) | 13-13      |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |                       |              |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | (8,968)  | (\$10.76)  | 13-13      |    |
|         |         | Surcharge: GRI Funding Fee - Commodity                             |        |                       |              |        | GSC         | \$0.0000   | \$0.0000       | \$0.0000   | (8,968)  | \$0.00     | 13-13      |    |
|         |         |  |        |                       |              |        |             |            |                |            |          | (\$198.19) |            |    |
| 6       |         | 61237  |        | Kissimmee Cane Island |              | MARKET |             |            |                |            |          |            |            |    |
|         |         | Transportation Commodity   |        |                       |              |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 47,619   | \$995.24   | 1-6        |    |
|         |         | Surcharge: Annual Charge Adjustment                                |        |                       |              |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 47,619   | \$57.14    | 1-6        |    |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |                       |              |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 47,619   | \$1,104.76 | 1-6        |    |
|         |         | Surcharge: Western Division Electric Power Cost                    |        |                       |              |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 47,619   | \$647.62   | 1-6        |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |                       |              |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 47,619   | (\$9.52)   | 1-6        |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |                       |              |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 47,619   | \$14.29    | 1-6        |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |                       |              |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 47,619   | (\$395.24) | 1-6        |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |                       |              |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 47,619   | \$204.76   | 1-6        |    |

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

|                        |  |                        |   |                                     |   |
|------------------------|--|------------------------|---|-------------------------------------|---|
| <b>Stmnt D/T:</b>      | 10/7/2022 12:00:00 AM  | <b>Remit to Party:</b> | 006924518                                       | <b>Payee:</b>                       | 006924518                                       |
| <b>Billable Party:</b> | 091306597  |                        | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT | <b>Payee's Bank Account Number:</b> | Account # 9600168869                            |
|                        | Reedy Creek Improvement District<br>LISA MEARS<br>P.O. Box 10000 | <b>Remit Addr:</b>     | P.O. BOX 204032<br>Dallas, TX 75320-4032        | <b>Payee's Bank ACH Number:</b>     | ABA # 041203824                                 |
|                        |  |                        |   | <b>Payee's Bank Wire Number:</b>    | ABA # 121000248                                 |
|                        |  |                        |   | <b>Payee's Bank:</b>                | Wells Fargo Bank NA                             |
|                        |  |                        |   | <b>Payee's Name:</b>                | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT |
|                        |  |                        |   | <b>Contact Name:</b>                | Sharon Pyburn                                   |
|                        | Lake Buena Vista, FL 32830                                       |                        |   | <b>Contact Phone:</b>               | (713) 989-2093                                  |

|                      |                                  |                          |                    |                              |             |
|----------------------|----------------------------------|--------------------------|--------------------|------------------------------|-------------|
| <b>Svc Req Name:</b> | Reedy Creek Improvement District | <b>Invoice Date:</b>     | 10/10/2022         | <b>Invoice Total Amount:</b> | \$19,442.27 |
| <b>Svc Req:</b>      | 091306597                        | <b>Sup Doc Ind:</b>      | Shipper Imbalance  | <b>Invoice Identifier:</b>   | 000395999   |
| <b>Svc Req K:</b>    | 5114                             | <b>Charge Indicator:</b> | Bill on Deliveries | <b>Account Number:</b>       | 1000038860  |
| <b>Svc Code:</b>     | FTS-1                            | <b>Prev Inv ID:</b>      |                    | <b>Net Due Date:</b>         | 10/20/2022  |
| <b>Invoice Type:</b> | COMMODITY                        |                          |                    |                              |             |

**Begin Transaction Date:** 9/1/2022      **End Transaction Date:** 9/30/2022      Please reference your invoice identifier and your account number in your wire transfer.

| Line No | Rec Loc | Rec Loc Name   | Rec Zn | Del Loc | Del Loc Name          | Del Zn | Charge Type | Base Rate  | Base Rate Disc | Net Rate   | Quantity | Amount Due | Date Range | TT  |
|---------|---------|--|--------|---------|-----------------------|--------|-------------|------------|----------------|------------|----------|------------|------------|-----|
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |                       |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 47,619   | \$71.43    | 1-6        |     |
|         |         |  |        |         |                       |        |             |            |                |            |          | \$2,690.47 |            |     |
| 7       | 16257   | Reedy Creek Gen  | MARKET | 61237   | Kissimmee Cane Island | MARKET |             |            |                |            |          |            |            |     |
|         |         | Transportation Commodity   |        |         |                       |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 17,929   | \$374.72   | 7-8        | FDD |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                       |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 17,929   | \$21.51    | 7-8        | FDD |
|         |         |  |        |         |                       |        |             |            |                |            |          | \$396.23   |            |     |
| 8       |         |  |        | 61237   | Kissimmee Cane Island | MARKET |             |            |                |            |          |            |            |     |
|         |         | Transportation Commodity   |        |         |                       |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 35,872   | \$749.72   | 9-12       |     |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                       |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 35,872   | \$43.05    | 9-12       |     |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                       |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 35,872   | \$832.23   | 9-12       |     |
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |                       |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 35,872   | \$487.86   | 9-12       |     |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |                       |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 35,872   | (\$7.17)   | 9-12       |     |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |                       |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 35,872   | \$10.76    | 9-12       |     |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |                       |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 35,872   | (\$297.74) | 9-12       |     |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |                       |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 35,872   | \$154.25   | 9-12       |     |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |                       |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 35,872   | \$53.81    | 9-12       |     |
|         |         |  |        |         |                       |        |             |            |                |            |          | \$2,026.77 |            |     |
| 9       | 16257   | Reedy Creek Gen  | MARKET | 61237   | Kissimmee Cane Island | MARKET |             |            |                |            |          |            |            |     |
|         |         | Transportation Commodity   |        |         |                       |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 8,968    | \$187.43   | 13-13      | FDD |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                       |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 8,968    | \$10.76    | 13-13      | FDD |
|         |         |  |        |         |                       |        |             |            |                |            |          | \$198.19   |            |     |
| 10      |         |  |        | 61237   | Kissimmee Cane Island | MARKET |             |            |                |            |          |            |            |     |
|         |         | Transportation Commodity   |        |         |                       |        | COT         | \$0.0209   | \$0.0000       | \$0.0209   | 152,456  | \$3,186.33 | 14-30      |     |
|         |         | Surcharge: Annual Charge Adjustment                                |        |         |                       |        | ACA         | \$0.0012   | \$0.0000       | \$0.0012   | 152,456  | \$182.95   | 14-30      |     |
|         |         | Surcharge: Market Area Electric Power Cost                         |        |         |                       |        | EPC-M       | \$0.0232   | \$0.0000       | \$0.0232   | 152,456  | \$3,536.98 | 14-30      |     |

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# FLORIDA GAS TRANSMISSION COMPANY, LLC

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Invoice

Final

|                        |  |                        |   |                                     |   |
|------------------------|--|------------------------|---|-------------------------------------|---|
| <b>Stmnt D/T:</b>      | 10/7/2022 12:00:00 AM  | <b>Remit to Party:</b> | 006924518                                       | <b>Payee:</b>                       | 006924518                                       |
| <b>Billable Party:</b> | 091306597  |                        | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT | <b>Payee's Bank Account Number:</b> | Account # 9600168869                            |
|                        | Reedy Creek Improvement District<br>LISA MEARS<br>P.O. Box 10000 | <b>Remit Addr:</b>     | P.O. BOX 204032<br>Dallas, TX 75320-4032        | <b>Payee's Bank ACH Number:</b>     | ABA # 041203824                                 |
|                        |  |                        |   | <b>Payee's Bank Wire Number:</b>    | ABA # 121000248                                 |
|                        |  |                        |   | <b>Payee's Bank:</b>                | Wells Fargo Bank NA                             |
|                        |  |                        |   | <b>Payee's Name:</b>                | FLORIDA GAS TRANSMISSION CO LLC<br>DISBURSEMENT |
|                        |  |                        |   | <b>Contact Name:</b>                | Sharon Pyburn                                   |
|                        | Lake Buena Vista, FL 32830                                       |                        |   | <b>Contact Phone:</b>               | (713) 989-2093                                  |

|                      |                                  |                          |                    |                              |             |
|----------------------|----------------------------------|--------------------------|--------------------|------------------------------|-------------|
| <b>Svc Req Name:</b> | Reedy Creek Improvement District | <b>Invoice Date:</b>     | 10/10/2022         | <b>Invoice Total Amount:</b> | \$19,442.27 |
| <b>Svc Req:</b>      | 091306597                        | <b>Sup Doc Ind:</b>      | Shipper Imbalance  | <b>Invoice Identifier:</b>   | 000395999   |
| <b>Svc Req K:</b>    | 5114                             | <b>Charge Indicator:</b> | Bill on Deliveries | <b>Account Number:</b>       | 1000038860  |
| <b>Svc Code:</b>     | FTS-1                            | <b>Prev Inv ID:</b>      |                    | <b>Net Due Date:</b>         | 10/20/2022  |
| <b>Invoice Type:</b> | COMMODITY                        |                          |                    |                              |             |

**Begin Transaction Date:** 9/1/2022      **End Transaction Date:** 9/30/2022      Please reference your invoice identifier and your account number in your wire transfer.

| Line No | Rec Loc | Rec Loc Name   | Rec Zn | Del Loc | Del Loc Name | Del Zn | Charge Type | Base Rate  | Base Rate Disc | Net Rate   | Quantity | Amount Due   | Date Range | TT |
|---------|---------|--|--------|---------|--------------|--------|-------------|------------|----------------|------------|----------|--------------|------------|----|
|         |         | Surcharge: Western Division Electric Power Cost                    |        |         |              |        | EPC-W       | \$0.0136   | \$0.0000       | \$0.0136   | 152,456  | \$2,073.40   | 14-30      |    |
|         |         | Surcharge: LAUF Gas Deferred Surcharge                             |        |         |              |        | UFL         | (\$0.0002) | \$0.0000       | (\$0.0002) | 152,456  | (\$30.49)    | 14-30      |    |
|         |         | Surcharge: Market Area Deferred Electric Power Cost Surcharge      |        |         |              |        | UFM-E       | \$0.0003   | \$0.0000       | \$0.0003   | 152,456  | \$45.74      | 14-30      |    |
|         |         | Surcharge: Market Area Deferred Gas Fuel Surcharge                 |        |         |              |        | UFM-G       | (\$0.0083) | \$0.0000       | (\$0.0083) | 152,456  | (\$1,265.38) | 14-30      |    |
|         |         | Surcharge: Western Division Deferred Electric Power Cost Surcharge |        |         |              |        | UFW-E       | \$0.0043   | \$0.0000       | \$0.0043   | 152,456  | \$655.56     | 14-30      |    |
|         |         | Surcharge: Western Division Deferred Gas Fuel Surcharge            |        |         |              |        | UFW-G       | \$0.0015   | \$0.0000       | \$0.0015   | 152,456  | \$228.68     | 14-30      |    |
|         |         |  |        |         |              |        |             |            |                |            |          | \$8,613.76   |            |    |

**Invoice Total Amount:**      344,111      \$19,442.27

approved 10/10/22 *Eileen Foyen*



TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Date: September 7, 2022  
Transaction Confirmation #: 202209070002rev  
  
This Transaction Confirmation replaces and supersedes the previous Transaction Confirmation # 20226100002 for only September 2022

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated September 25, 2019. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**  
Florida Gas Utility  
4619 NW 53<sup>rd</sup> Ave  
Gainesville, FL 32653  
Attn: Senior Energy Optimization Specialist  
Phone: 352-334-0777  
Email: [ops@flgas.com](mailto:ops@flgas.com)  
Fax: 352-334-0789  
Transporter:

**BUYER:**  
Reedy Creek Improvement District  
5300 Center Drive  
Lake Buena Vista, FL 32830  
Attn: MICHELLE BENNETT  
Phone: 407-824-5799  
Email: MICHELLE.M.BENNETT@DISNEY.COM  
Fax: \_\_\_\_\_  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ /MMBtu or NYMEX Last Day Settle minus \$0.03/Dth

Delivery Period: Begin: September 1, 2022 End: September 30, 2022

**Performance Obligation and Contract Quantity:** (Select One)

|   |  |   |
|---|--|---|
| <p><b>Firm (Fixed Quantity):</b><br/><u>2,408</u> MMBtus/day<br/><input type="checkbox"/> EFP</p> | <p><b>Firm (Variable Quantity):</b><br/>_____ MMBtus/day Minimum<br/>_____ MMBtus/day Maximum<br/>subject to Section 4.2. at election of<br/><input type="checkbox"/> Buyer or <input type="checkbox"/> Seller</p> | <p><b>Interruptible:</b><br/>Up to _____ MMBtus/day</p> |
|---|--|---|

**Delivery Point(s):** Acadian-Frisco, FGT Zone 2  
(If a pooling point is used, list a specific geographic and pipeline location):

**Special Conditions:** Buyer and Seller agree that Gas sold and purchased under this Transaction Confirmation is Priority Gas, as such term is defined in the Base Contract. Accordingly, Buyer represents and warrants that:

- Buyer is a "governmental person" authorized to purchase Gas under this Transaction Confirmation. For this purpose, the term "governmental person" denotes any division of any state or local governmental unit which is a municipal corporation or which has been delegated the right to exercise part of the sovereign power of the unit, and includes any instrumentality thereof.
- This Transaction Confirmation constitutes the valid and binding obligation of Buyer enforceable against it in accordance with its terms.
- The execution, delivery, and performance of this Transaction Confirmation shall not cause Buyer or Seller to be in violation of any other agreement or any law, regulation, order, or court process or decision to which it is a party or by which it or its properties are bound or affected.
- No litigation, action, or proceeding by or before any governmental authority has been instituted or threatened against Buyer that might restrain, prohibit, or invalidate this Transaction Confirmation or the performance by Buyer of its obligations hereunder.

- e) Each representation and warranty under this Transaction Confirmation shall survive any delivery and payment under and termination of the Contract.
- f) Buyer shall provide certification, if requested by Seller, of monthly qualified use of Gas in the form attached hereto as Attachment 1.
- g) Buyer agrees that it will provide to Seller such additional documents, financial statements and other information as Seller may reasonably request, that is necessary for Seller to support the compliance with any disclosure or other reporting requirement related to the financing of the Gas being sold under this Transaction Confirmation.

As contemplated in the Base Contract, the buyback price under this Transaction Confirmation will be the Gas Daily Midpoint for Florida Gas, zone 2 minus \$0.04/Dth, or other buyback price and delivery location as mutually agreed upon in writing by the parties.

Early Termination Damages under Section 10.3.1 of the Base Contract will not apply to this Transaction Confirmation.

Netting under Section 7.7 of the Base Contract will not apply to this Transaction Confirmation.

The Buyer hereby agrees that all amounts payable by the Buyer hereunder shall constitute costs of purchased gas and, as such, an operating expense of the Buyer.

|                               |   |
|-------------------------------|---|
| Seller: <u>Jennifer Sweet</u> | Buyer: <u>Ray M Crooks</u>                          |
| By: <u>Jennifer Sweet</u>     | By: <u>Ray M Crooks</u>                             |
| Title: <u>Sr. EOS</u>         | Title: <u>Director, Reedy Creek Energy Services</u> |
| Date: <u>9/7/22</u>           | Date: <u>9-13-22</u>                                |



Florida Gas Utility  
Participant Monthly Consumption or Sales  
Qualified Use Certificate

Participant Name:

Certificate Month/Year:

| Contract Quantity Received<br>(MMBtu/month) | Quantity Consumed/Sold as Qualified Use<br>(MMBtu/Month) | Variance* |
|---|--|-----------|
|   |  |           |
|   |  |           |
|   |  |           |

\* Note: Any quantity in the "Variance" column represents a non-qualified use balance and must be reported to the Seller immediately

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions:

1. Enter Contract Quantity Received in the table above for the applicable Month.
2. Enter the Qualified Use Consumed/Sold quantity in the table above for the applicable Month.
  - a. If different than the quantity received, please enter such difference in the Variance column.
3. Please sign, date and email to [notices@figas.com](mailto:notices@figas.com) by the 12<sup>th</sup> of Month following the Month of delivery. If you have any questions, please email to [ops@figas.com](mailto:ops@figas.com).

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Date: September 7, 2022  
Transaction Confirmation #: 202209070001rev  
  
This Transaction Confirmation replaces and supersedes the previous Transaction Confirmation # 20226100001 for only September 2022

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated September 25, 2019. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**  
Florida Gas Utility  
4619 NW 53<sup>rd</sup> Ave  
Gainesville, FL 32653  
Attn: Senior Energy Optimization Specialist  
Phone: 352-334-0777  
Email: [ops@flgas.com](mailto:ops@flgas.com)  
Fax: 352-334-0789  
Transporter:

**BUYER:**  
Reedy Creek Improvement District  
5300 Center Drive  
Lake Buena Vista, FL 32830  
Attn: MICHELLE BENNETT  
Phone: 407-824-5799  
Email: MICHELLE.M.BENNETT@DISNEY.COM  
Fax: \_\_\_\_\_  
Base Contract No. \_\_\_\_\_  
Transporter: \_\_\_\_\_  
Transporter Contract Number: \_\_\_\_\_

Contract Price: \$ \_\_\_\_\_ /MMBtu or NYMEX Last Day Settle minus \$0.03/Dth

Delivery Period: Begin: September 1, 2022 End: September 30, 2022

**Performance Obligation and Contract Quantity: (Select One)**

|   |  |   |
|---|--|---|
| <p><b>Firm (Fixed Quantity):</b><br/><u>2,716</u> MMBtus/day<br/><input type="checkbox"/> EFP</p> | <p><b>Firm (Variable Quantity):</b><br/>_____ MMBtus/day Minimum<br/>_____ MMBtus/day Maximum<br/>subject to Section 4.2. at election of<br/><input type="checkbox"/> Buyer or <input type="checkbox"/> Seller</p> | <p><b>Interruptible:</b><br/>Up to _____ MMBtus/day</p> |
|---|--|---|

**Delivery Point(s):** CGT Lafayette, FGT Zone 2  
(If a pooling point is used, list a specific geographic and pipeline location):

**Special Conditions:** Buyer and Seller agree that Gas sold and purchased under this Transaction Confirmation is Priority Gas, as such term is defined in the Base Contract. Accordingly, Buyer represents and warrants that:

- a) Buyer is a "governmental person" authorized to purchase Gas under this Transaction Confirmation. For this purpose, the term "governmental person" denotes any division of any state or local governmental unit which is a municipal corporation or which has been delegated the right to exercise part of the sovereign power of the unit, and includes any instrumentality thereof.
- b) This Transaction Confirmation constitutes the valid and binding obligation of Buyer enforceable against it in accordance with its terms.
- c) The execution, delivery, and performance of this Transaction Confirmation shall not cause Buyer or Seller to be in violation of any other agreement or any law, regulation, order, or court process or decision to which it is a party or by which it or its properties are bound or affected.
- d) No litigation, action, or proceeding by or before any governmental authority has been instituted or threatened against Buyer that might restrain, prohibit, or invalidate this Transaction Confirmation or the performance by Buyer of its obligations hereunder.

- e) Each representation and warranty under this Transaction Confirmation shall survive any delivery and payment under and termination of the Contract.
- f) Buyer shall provide certification, if requested by Seller, of monthly qualified use of Gas in the form attached hereto as Attachment 1.
- g) Buyer agrees that it will provide to Seller such additional documents, financial statements and other information as Seller may reasonably request, that is necessary for Seller to support the compliance with any disclosure or other reporting requirement related to the financing of the Gas being sold under this Transaction Confirmation.

As contemplated in the Base Contract, the buyback price under this Transaction Confirmation will be the Gas Daily Midpoint for Florida Gas, zone 2 minus \$0.04/Dth, or other buyback price and delivery location as mutually agreed upon in writing by the parties.

Early Termination Damages under Section 10.3.1 of the Base Contract will not apply to this Transaction Confirmation.

Netting under Section 7.7 of the Base Contract will not apply to this Transaction Confirmation.

The Buyer hereby agrees that all amounts payable by the Buyer hereunder shall constitute costs of purchased gas and, as such, an operating expense of the Buyer.

|                               |  |
|-------------------------------|--|
| Seller: <u>Jennifer Sweat</u> | Buyer: <u>Ray M. Crook</u>               |
| By: <u>Jennifer Sweat</u>     | By: <u>Ray M. Crook</u>                  |
| Title: <u>Sr EOS</u>          | Title: <u>Director Perry Creek Eng'g</u> |
| Date: <u>9/9/22</u>           | Date: <u>9-13-22</u>                     |





**Florida Gas Utility  
Participant Monthly Consumption or Sales  
Qualified Use Certificate**

Participant Name:

Certificate Month/Year:

| Contract Quantity Received<br>(MMBtu/month) | Quantity Consumed/Sold as Qualified Use<br>(MMBtu/Month) | Variance* |
|---|--|-----------|
|   |  |           |
|   |  |           |
|   |  |           |

\* Note: Any quantity in the "Variance" column represents a non-qualified use balance and must be reported to the Seller immediately

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions:

1. Enter Contract Quantity Received in the table above for the applicable Month.
2. Enter the Qualified Use Consumed/Sold quantity in the table above for the applicable Month.
  - a. If different than the quantity received, please enter such difference in the Variance column.
3. Please sign, date and email to [notices@flgas.com](mailto:notices@flgas.com) by the 12<sup>th</sup> of Month following the Month of delivery. If you have any questions, please email to [ops@flgas.com](mailto:ops@flgas.com).



## TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

This Transaction Confirmation is subject to the Base Contract between Gas South, LLC and RCID dated 2006-09-25. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 business days of receipt unless otherwise specified in the Base Contract.

**Confirmation #:** 209612  
**Transaction Date:** 08/24/2022

|                      |   |                      |  |
|----------------------|---|----------------------|--|
| <b>Buyer:</b>        | Reedy Creek Improvement District                | <b>Seller:</b>       | Gas South LLC  |
| <b>Address:</b>      | 5300 Center Drive<br>Lake Buena Vista, FL 32830 | <b>Address:</b>      | 3625 CUMBERLAND BLVD SUITE 1500<br>ATLANTA, GA 30339 |
| <b>Phone Number:</b> |   | <b>Phone Number:</b> |  |
| <b>Email:</b>        | Eileen.Ferguson@disney.com                      | <b>Email:</b>        | ConfirmationsPhy@gassouth.com                        |

**Delivery Point:** Columbia Gulf-Lafayette  
**Start Date:** 9/1/2022  
**End Date:** 9/30/2022

*"Contract quantities and contract pricing specified are MMBtu and \$/MMBtu respectively"*

| Start Date | End Date  | Product Description   | Contract Quantity per DAY | Contract Price                                     |
|------------|-----------|---|---------------------------|--|
| 9/1/2022   | 9/30/2022 | Fixed Basis Physical - NYMEX Henry Hub Natural Gas Futures (NG) | 20 MMBtu                  | Henry Hub Natural Gas Futures (NG) + \$0.615/MMBtu |

**Special Conditions:**

NYMEX LDS+ \$0.615

EileenFerguson

**Gas South, LLC**

By: g CAMP  
Stamp: AUG 30, 2022 11:28 EDT

Name: g camp

Title:

Date: Aug 30, 2022

**RCID**

By: 

Name: Eileen Ferguson

Title: Mgr. Energy Planr

Date: 8/30/22





# MERCURIA

Date: 25 August 2022  
To: Reedy Creek Improvement District  
Attention:  
E-mail: michelle.m.bennett@disney.com;  
From: Mercuria Energy America, LLC  
Re: Physical Firm Natural Gas (Mercuria Reference  
No. 18321971 (Transaction No. 18321971 ))

Ladies and Gentlemen,

The purpose of this letter agreement is to set forth the terms and conditions of the Physical Commodity transaction entered into between us on the Trade Date referred to below (the "Transaction"). It constitutes a "Transaction Confirmation" as referred to in the Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the NAESB dated as of 20 July 2020, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement shall govern this Transaction Confirmation except as expressly modified below.

The terms of the Transaction to which this Confirmation relates are as follows:

**Trade Date:** 24 August 2022  
**Transaction Type:** Physical Firm Natural Gas  
**Seller:** Mercuria Energy America, LLC  
**Buyer:** Reedy Creek Improvement District  
**Contract Quantity per Day:** 5,123 MMBtu per Day  
**Total Contract Quantity:** 153,690 Total MMBtu  
**Delivery Period:** Each Day from and including 01 September 2022 to and including 30 September 2022  
**Delivery Point:** NG PIPE AMERICA, NGPL / FGT Vermillion

**Contract Price:**

NATURAL GAS - NYMEX (the closing settlement price on the last scheduled trading day for the First nearby Month Futures Contract corresponding to the relevant month in the Delivery Period) Plus \$0.1000 USD per MMBtu

**Offices:**

**20 East Greenway Plaza, Suite 650  
Houston, TX 77046  
United States  
[PhysConfirmsNA@mercuria.com](mailto:PhysConfirmsNA@mercuria.com)  
FAX: 832-209-2421  
Attn: Commodity Operations**

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by responding within two (2) Business Days by returning via facsimile an executed copy of this confirmation to the attention of Commodity Confirmations Unit (facsimile number 001 832-209-2421; telephone number 001 832-209-2495). Failure to respond within such period shall not affect the validity or enforceability of this Transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

**Mercuria Energy America, LLC**

*Stuart Suttor*

Name: Stuart Suttor

For and on behalf of  
**Reedy Creek Improvement District**

*Eileen Ferguson*

Name: Eileen Ferguson

Title: Manager Energy Planner

Date: 8/25/2022

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 8/24/2022  
Transaction Confirmation #: 6112

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 10/27/2021. The terms of this Transaction Confirmation are binding unless disputed by ECS or in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Radiate Energy LLC  
3401 NW 98th Street Suite B  
Gainesville, FL 32606  
Attn: Confirmations  
Phone:  
Fax:  
Email: Confirmations@RadiateEnergy.com  
Base Contract No.

**BUYER:**

Reedy Creek Improvement District  
5300 Center Dr.  
Lake Buena Vista, FL 32830  
Attn: Manager Energy Planning  
Phone: (407) 560-6050  
Fax:  
Email: eileen.ferguson@disney.com  
Base Contract No.

Contract Price: Florida Gas, Zone 3 GDA plus \$0.1000 per MMBtu

Delivery Period:                   Begin: 9/1/2022                   End: 9/30/2022

**Performance Obligation and Contract Quantity:**

**Type of Transaction:** Firm

**Contract Quantity:** 478 MMBtus/day

**Delivery Point(s):** FGT CS #11 Mt Vernon Zone 3 25309

**Special Conditions:**

Seller: Radiate Energy LLC

A handwritten signature in black ink, appearing to read "Andy Seltzer".

By: Andy Seltzer

Title: Chief Operating Officer

Date: 8/29/2022

Buyer: Reedy Creek Improvement District

Buyer: A handwritten signature in black ink, appearing to read "Eileen Ferguson".

By: Eileen Ferguson

Title: Manager Energy Planner

Date: 08/29/2022

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 8/24/2022  
Transaction Confirmation #: 6113

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 10/27/2021. The terms of this Transaction Confirmation are binding unless disputed by ECS or in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Radiate Energy LLC  
3401 NW 98th Street Suite B  
Gainesville, FL 32606  
Attn: Confirmations  
Phone:  
Fax:  
Email: Confirmations@RadiateEnergy.com  
Base Contract No.

**BUYER:**

Reedy Creek Improvement District  
5300 Center Dr.  
Lake Buena Vista, FL 32830  
Attn: Manager Energy Planning  
Phone: (407) 560-6050  
Fax:  
Email: eileen.ferguson@disney.com  
Base Contract No.

Contract Price: Florida Gas, Zone 3 GDA plus \$0.1000 per MMBtu

Delivery Period: Begin: 9/1/2022 End: 9/30/2022

**Performance Obligation and Contract Quantity:**

Type of Transaction: Firm

Contract Quantity: 547 MMBtus/day

Delivery Point(s): FGT CS #11 Mt Vernon Zone 3 25309

**Special Conditions:**

Seller: Radiate Energy LLC

Handwritten signature of Andy Seltzer in black ink.

By: Andy Seltzer

Title: Chief Operating Officer

Date: 8/29/2022

Buyer: Reedy Creek Improvement District

Buyer: Handwritten signature of Eileen Ferguson in black ink.

By: Eileen Ferguson

Title: Manager Energy Planner

Date: 08/29/2022

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 9/13/2022  
Transaction Confirmation #: 6312

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 10/27/2021. The terms of this Transaction Confirmation are binding unless disputed by ECS or in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Radiate Energy LLC  
3401 NW 98th Street Suite B  
Gainesville, FL 32606  
Attn: Confirmations  
Phone:  
Fax:  
Email: Confirmations@RadiateEnergy.com  
Base Contract No.

**BUYER:**

Reedy Creek Improvement District  
5300 Center Dr.  
Lake Buena Vista, FL 32830  
Attn: Manager Energy Planning  
Phone: (407) 560-6050  
Fax:  
Email: eileen.ferguson@disney.com  
Base Contract No.

Contract Price: Florida Gas, zone 3 GDA plus \$0.8500 per MMBtu

Delivery Period:                   Begin: 9/14/2022                   End: 9/14/2022

**Performance Obligation and Contract Quantity:**

**Type of Transaction:** Firm

**Contract Quantity:** 3,000 MMBtus/day

**Delivery Point(s):** FGT Kissimmee Cane Island 61237

**Special Conditions:**

Seller: Radiate Energy LLC

A handwritten signature in black ink, appearing to read "Andy Seltzer".

By: Andy Seltzer

Title: Chief Operating Officer

Date: 9/15/2022

Buyer: Reedy Creek Improvement District

Buyer: \_\_\_\_\_

By: Eileen Ferguson

Title: Manager Energy Planner

Date: 09/15/2022

**Exhibit A**  
**Form of Confirmation Letter**

August 31, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 01, 2022<br>HE1-HE7 & HE24 50 MW(minus losses) @ \$74.00 per MWh   |
| <b>Daily Total:</b>        | 394 MWh, \$29,156.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
August 31, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached August 31, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 1, 2022. Accepted and agreed upon this day of August 31, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 01, 2022  
**394mws @ \$29,156.00**



**Exhibit A**  
**Form of Confirmation Letter**

September 1, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 02, 2022<br>HE1-HE7 & HE24 50 MW(minus losses) @ \$70.00 per MWh   |
| <b>Daily Total:</b>        | 394 MWh, \$27,580.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 1, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 1, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 2, 2022. Accepted and agreed upon this day of September 1, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 02, 2022  
**394mws @ \$27,580.00**

**Exhibit A**  
**Form of Confirmation Letter**

September 2, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 03, 2022 through September 04 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$69.00 per MWh                           |
| <b>Daily Total:</b>        | 197 MWh, \$13,593.00  |
| <b>Deal Total:</b>         | 384 MWh, \$27,186.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 2, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 2, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 7, 2022. Accepted and agreed upon this day of September 2, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 03 & 04, 2022  
**394mws @ \$27,186.00**

**Exhibit A**  
**Form of Confirmation Letter**

September 2, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 05, 2022 through September 06, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$69.00 per MWh                          |
| <b>Daily Total:</b>        | 197 MWh, \$13,593.00  |
| <b>Deal Total:</b>         | 384 MWh, \$27,186.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.



Reedy Creek Improvement District  
September 2, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 2, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 7, 2022. Accepted and agreed upon this day of September 2, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 05 & 06, 2022  
**394mws @ \$27,186.00**

**Exhibit A**  
**Form of Confirmation Letter**

September 6, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 07, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$66.00 per MWh   |
| <b>Daily Total:</b>        | 197 MWh, \$13,002.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 6, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 6, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 7, 2022. Accepted and agreed upon this day of September 6, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 07, 2022  
**197mws @ \$13,002.00**

**Exhibit A**  
**Form of Confirmation Letter**

September 7, 2022  
**VIA TELEFAX (407) 824-6907**

*Charles O'Bannon*

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 08, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$68.00 per MWh   |
| <b>Daily Total:</b>        | 197 MWh, \$13,396.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 7, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 7, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 8, 2022. Accepted and agreed upon this day of September 7, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 08, 2022  
**197mws @ \$13,396.00**

**Exhibit A**  
**Form of Confirmation Letter**

September 8, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 09, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$60.00 per MWh   |
| <b>Daily Total:</b>        | 197 MWh, \$11,820.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |



1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 8, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 8, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 9, 2022. Accepted and agreed upon this day of September 8, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 09, 2022  
**197mws @ \$11,820.00**

**Exhibit A**  
**Form of Confirmation Letter**

September 9, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 10, 2022 through September 12, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$59.00 per MWh                          |
| <b>Daily Total:</b>        | 197 MWh, \$11,623.00  |
| <b>Deal Total:</b>         | 591 MWh, \$34,869.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 9, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 9, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 12, 2022. Accepted and agreed upon this day of September 9, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

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Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 10-12, 2022  
**197mws @ \$11,623.00**

**591mws @ \$34,869.00 total**

**Exhibit A**  
**Form of Confirmation Letter**

September 15, 2022  
VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 15, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$63.00 per MWh   |
| <b>Daily Total:</b>        | 197 MWh, \$12,411.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 15, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 8, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 15, 2022. Accepted and agreed upon this day of September 14, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Frank Racioppi*

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Frank Racioppi  
Sr. Business Analyst  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 15, 2022  
**197mws @ \$12,411.00**



**Exhibit A**  
**Form of Confirmation Letter**

September 16, 2022  
VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 16, 2022<br>HE1-HE7 25 MW(minus losses) @ \$63.00 per MWh  |
| <b>Daily Total:</b>        | 173 MWh, \$10,899.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 16, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 8, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 16, 2022. Accepted and agreed upon this day of September 15, 2022.

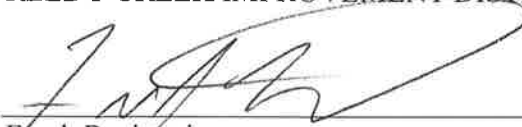
**Confirmed and Agreed:**

TYR ENERGY LLC  
Dusty Mitchum

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Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT



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Frank Racioppi  
Sr. Business Analyst  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 16, 2022  
**173mws @ \$10,899.00**

September 17, 2022

VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District

P.O. Box 10,000

5300 Center Drive

Lake Buena Vista, FL 32830

### CONFIRMATION LETTER

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Exelon Generation, a Maryland corporation with the necessary authorizations to do business in the state of Florida, regarding the sale of non-firm energy under the terms and conditions that follow:

RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

**Term & Price**                      Saturday September 17, 2022  
   H.E. 0100 - HE0700 & H.E. 2400                                      50MWs @ \$63.00/MWh

**Daily Total:**                      400 MWhs, \$25,200.00

**Delivery Points:**                      SOCO/FPC Interface.

**Delivery Terms:**                      RCID will be responsible for all FPC losses and transmission.

**Billing:**                                      All billings to RCID.

**Payment:**                                      All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.

Past due 20 days after billing date.

**Special Conditions:**                      Non-Firm Energy

Reedy Creek Improvement District

September 17, 2022

Page Two

1. This Letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provision contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Exelon Generation to the same extent as if each such successor and assign were named as a party hereto.
3. This Letter contains the entire agreement of RCID and Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District  
September 17, 2022  
Page Three

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Please confirm that the terms stated herein accurately reflect the agreement reached September 16, 2022 between Exelon Generation and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 September 17, 2022. Accepted and agreed to this 17th day of September 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT



Frank Racioppi  
Sr. Business Analyst  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-17-22**

09/17/2022  
400MWhs, \$25,200.00

September 18, 2022

VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District

P.O. Box 10,000

5300 Center Drive

Lake Buena Vista, FL 32830

### CONFIRMATION LETTER

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Exelon Generation, a Maryland corporation with the necessary authorizations to do business in the state of Florida, regarding the sale of non-firm energy under the terms and conditions that follow:

RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

|                         |   |                     |
|-------------------------|---|---------------------|
| <b>Term &amp; Price</b> | Saturday September 18, 2022<br>H.E. 0100 - HE0700 & H.E. 2400 | 50MWs @ \$63.00/MWh |
|-------------------------|---|---------------------|

|                     |                       |
|---------------------|-----------------------|
| <b>Daily Total:</b> | 400 MWhs, \$25,200.00 |
|---------------------|-----------------------|

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

**Payment:** All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.

Past due 20 days after billing date.

**Special Conditions:** Non-Firm Energy

Reedy Creek Improvement District  
September 18, 2022  
Page Two

1. This Letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provision contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Exelon Generation to the same extent as if each such successor and assign were named as a party hereto.
3. This Letter contains the entire agreement of RCID and Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.



Reedy Creek Improvement District  
September 18, 2022  
Page Three

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Please confirm that the terms stated herein accurately reflect the agreement reached September 17, 2022 between Exelon Generation and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 September 18, 2022. Accepted and agreed to this 18th day of September 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT



Frank Racioppi  
Sr. Business Analyst  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
Date 09-18-22

09/18/2022  
400MWhs, \$25,200.00



Reedy Creek Improvement District  
September 19, 2022  
Page Two

1. This Letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provision contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Exelon Generation to the same extent as if each such successor and assign were named as a party hereto.
3. This Letter contains the entire agreement of RCID and Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District  
September 19, 2022  
Page Three

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Please confirm that the terms stated herein accurately reflect the agreement reached September 18, 2022 between Exelon Generation and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 September 19, 2022. Accepted and agreed to this 18th day of September 2022.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT



Frank Racioppi  
Sr. Business Analyst  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-19-22**

09/19/2022  
400MWhs, \$26,800.00

**Exhibit A**  
**Form of Confirmation Letter**

September 20, 2022  
VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 21, 2022<br>HE1-HE7 & HE24 20 MW(minus losses) @ \$60.00 per MWh   |
| <b>Daily Total:</b>        | 158 MWh, \$9,480.00   |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 20, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 20, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 21, 2022. Accepted and agreed upon this day of September 20, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 21, 2022  
**158mws @ \$9,480.00**

September 23, 2022  
**VIA TELEFAX (407) 824-6907**  
Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Exelon Generation, a Maryland corporation with the necessary authorizations to do business in the state of Florida, regarding the sale of non-firm energy under the terms and conditions that follow:

RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

|                         |   |                     |
|-------------------------|---|---------------------|
| <b>Term &amp; Price</b> | Saturday September 24, 2022<br>H.E. 0100 - HE0700 & H.E. 2400 | 50MWs @ \$53.00/MWh |
|-------------------------|---|---------------------|

**Daily Total:** 400 MWs, \$21,200.00

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

**Payment:** All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.

Past due 20 days after billing date.

**Special Conditions:** Non-Firm Energy



1. This Letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provision contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Exelon Generation to the same extent as if each such successor and assign were named as a party hereto.
3. This Letter contains the entire agreement of RCID and Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District  
September 23, 2022  
Page Three

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Please confirm that the terms stated herein accurately reflect the agreement reached September 23, 2022 between Exelon Generation and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 September 26, 2022. Accepted and agreed to this 23rd day of September 2022.

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Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-23-22**

09/24/2022  
400MWhs, \$21,200.00

**Exhibit A**  
**Form of Confirmation Letter**

September 23, 2022  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

|                            |   |
|----------------------------|---|
| <b>Term &amp; Price</b>    | Non-Firm Energy<br>September 24, 2022 through September 26, 2022<br>HE1-HE7 & HE24 25 MW(minus losses) @ \$58.00 per MWh                          |
| <b>Daily Total:</b>        | 197 MWh, \$11,426.00  |
| <b>Deal Total:</b>         | 591 MWh, \$34,278.00  |
| <b>Delivery Points:</b>    | FPC/RCID Interface  |
| <b>Delivery Terms:</b>     | Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission. |
| <b>Billing:</b>            | All billings to be made by invoice from seller (Tyr) to purchaser (RCID)  |
| <b>Payment:</b>            | All payments to Tyr will be in accordance to Tyr Invoice.   |
| <b>Special Conditions:</b> | Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.  |

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
September 23, 2022  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached September 23, 2022 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. September 26, 2022. Accepted and agreed upon this day of September 23, 2022.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*  
\_\_\_\_\_  
Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*  
\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

September 24-26, 2022

**591mws @ \$34,278.00**

September 23, 2022  
**VIA TELEFAX (407) 824-6907**  
Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Exelon Generation, a Maryland corporation with the necessary authorizations to do business in the state of Florida, regarding the sale of non-firm energy under the terms and conditions that follow:

RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

|                         |   |                            |
|-------------------------|---|----------------------------|
| <b>Term &amp; Price</b> | <b>Sunday September 25, 2022</b><br><b>H.E. 0100 - HE0700 &amp; H.E. 2400</b> | <b>50MWs @ \$53.00/MWh</b> |
|-------------------------|---|----------------------------|

**Daily Total:** 400 MWs, \$21,200.00

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

**Payment:** All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.

Past due 20 days after billing date.

**Special Conditions:** Non-Firm Energy

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2. All provision contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Exelon Generation to the same extent as if each such successor and assign were named as a party hereto.
3. This Letter contains the entire agreement of RCID and Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District  
September 23, 2022  
Page Three

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Please confirm that the terms stated herein accurately reflect the agreement reached September 23, 2022 between Exelon Generation and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 September 26, 2022. Accepted and agreed to this 23rd day of September 2022.

.  
.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-23-22**

09/25/2022  
400MWhs, \$21,200.00



September 23, 2022  
**VIA TELEFAX (407) 824-6907**  
Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

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RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

|                         |   |                            |
|-------------------------|---|----------------------------|
| <b>Term &amp; Price</b> | <b>Monday September 26, 2022</b><br><b>H.E. 0100 - HE0700 &amp; H.E. 2400</b> | <b>50MWs @ \$53.00/MWh</b> |
|-------------------------|---|----------------------------|

**Daily Total:** 400 MWhs, \$21,200.00

**Delivery Points:** SOCO/FPC Interface.

**Delivery Terms:** RCID will be responsible for all FPC losses and transmission.

**Billing:** All billings to RCID.

**Payment:** All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.

Past due 20 days after billing date.

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Reedy Creek Improvement District  
September 23, 2022  
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Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-23-22**

09/26/2022  
400MWhs, \$21,200.00



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Reedy Creek Improvement District  
September 26, 2022  
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.  
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Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-27-22**

09/27/2022  
400MWhs, \$19,600.00

September 27, 2022  
**VIA TELEFAX (407) 824-6907**  
Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

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RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

|                         |   |                            |
|-------------------------|---|----------------------------|
| <b>Term &amp; Price</b> | <b>Wednesday September 28, 2022</b>       |                            |
|                         | <b>H.E. 0100 - HE0700 &amp; H.E. 2400</b> | <b>50MWs @ \$47.00/MWh</b> |

**Daily Total:** 400 MWWhs, \$18,800.00

**Delivery Points:** SOCO/FPC Interface.

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Reedy Creek Improvement District  
September 27, 2022  
Page Three

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.  
.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 09-28-22**

09/28/2022  
400MWhs, \$18,800.00



**REEDY CREEK  
IMPROVEMENT DISTRICT**

P.O. BOX 10170, LAKE BUENA VISTA, FLORIDA 32830-0170, TELEPHONE (407) 824-7301

## **MEMORANDUM**

**DATE: October 17, 2022**

**TO: John Classe**

**FROM: C. Michael Crikis**

**SUBJECT: Monthly Report for September 2022**

---

The following is a summary of the activities completed by Environmental Sciences in the month of September 2022:

### Regulatory Activities – sampling and testing

- 399 sites were visited
- 1,121 samples were collected or delivered
- 3,573 tests were assigned
- Evaluation results for the Non-Potable Water Proficiency Testing samples for Color were received with a 100% successful completion rate
- Potable Water Proficiency Testing samples for Microbiology were received and analyzed, and results were submitted for evaluation

### Mosquitoes Monitoring

- 153 traps were set up in 38 locations per week
- 28,670 mosquitoes were collected and identified
- During the month, an average rainfall of 18.97 inches was observed property-wide
- Increase in overall mosquito populations is expected going into next month due to heavy rainfall from Hurricane Ian

## Meetings and Educational Sessions Participation

- Attended Central Florida GIS Workshop in Daytona Beach, FL
- Attended Leadership Orlando Conference Session 7 in Orlando, FL
- Completed exam review session for FDACS General Standards CORE pesticide licensing exam
- Attended FDEP Basin Management Action Plan Project Portal Training

## Anniversary

- Michael Crikis, Director – 35 years
- Jessica Reker, Biologist II – 1 year
- Matthew Thompson, Biologist II – 1 year

CC: RCID Pollution Control Board

# **Human Resources**

## **October 2022**

### **Open Positions**

- *Fire Dept.*
  - Firefighter/Paramedic – Accepting applications; closing soon
  - EMS Paramedic- Accepting applications; closing soon
  - Communicator- Phone screenings are being conducted
  - Assistant Chief- Communications- Accepting Applications
- *Building & Safety*
  - Mechanical Inspector – Accepting applications
  - Fire Prevention Assistant- Permit Technician- Phone screenings are being conducted
- *Facilities*
  - Senior Construction Coordinator- Phone screens conducted; Interviews being set up
  - Facilities Maintenance Specialist- Accepting applications
- *Finance*
  - Finance Associate- Accepting applications
- *Human Resources*
  - Administrative Assistant- Pending approval to be posted

### **Filled Positions:**

- *Human Resources*
  - HR Generalist – Internal candidate promoted 10/2/2022

### **Resignations/Retirements**

- *Tara Urdininea- Administrative Assistant- HR- resignation effective 10/7/22*



P.O. Box 10170  
Lake Buena Vista, FL 32830-0170  
(407) 828-2034

**To:** John Classe  
**From:** Michael Rickabaugh  
**Subject:** Monthly Report – September, 2022  
**Department:** Building & Safety

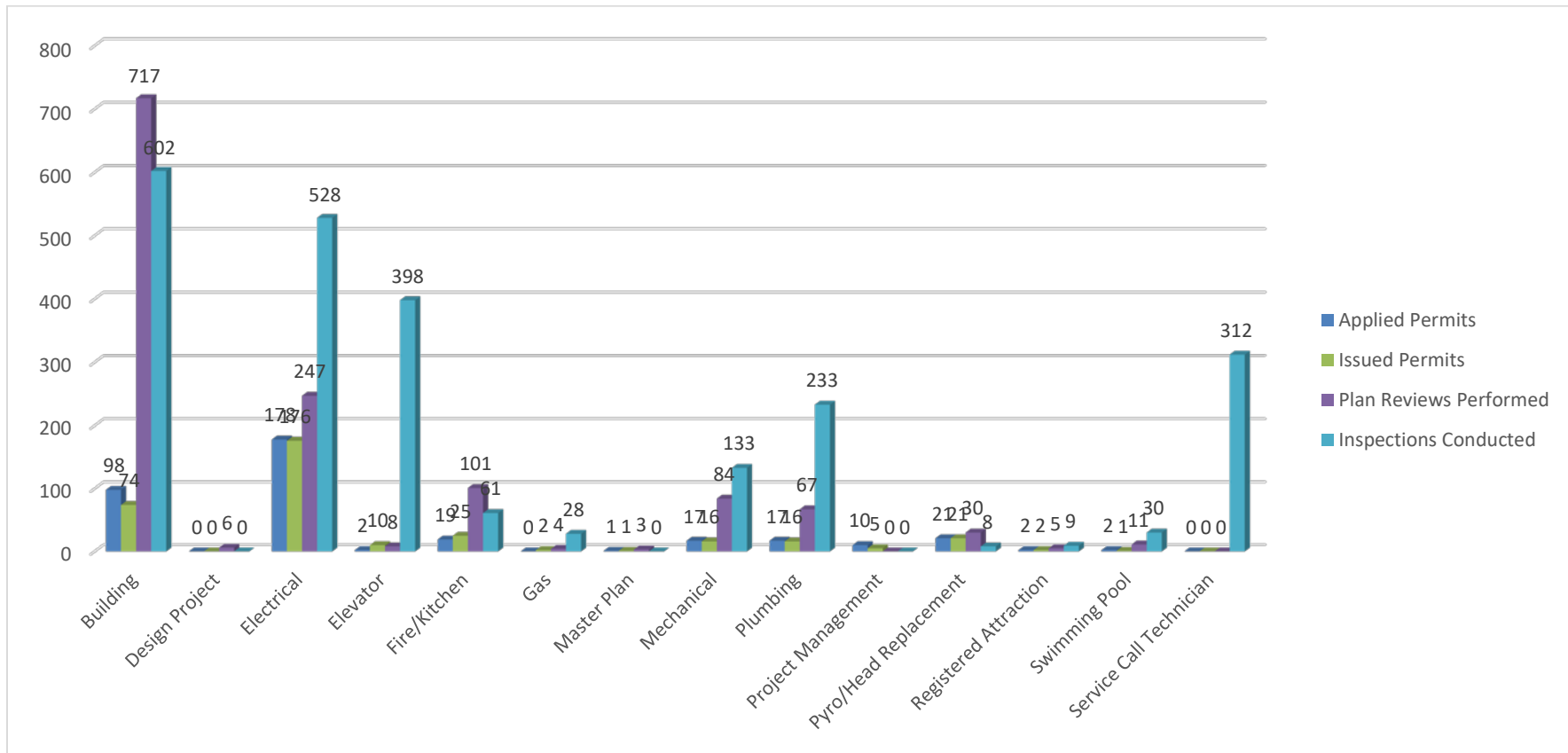
**October 21, 2022**

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**Regulatory Activities:**

- Certificate of Construction Completion Issued:
  - Allstar Sports Guestroom Renovation - Bldg 09
  - Boardwalk MAU and KEF Replacements
  - Cast Center OPS 3 Generator Replacement
  - Castle Rooftop Potable Water Line Installation
  - DC 2 Split DX Unit Replacement
  - Disney Property Wide Door Lock Monitoring Device Installation - Allstar Sports
  - Disney Property Wide Door Lock Monitoring Device Installation - Port Orleans French Quarter
  - HS World Drive Sign Removal
  - Project G 202-1-Lighting Controls
  - Splash Mountain Rehab 2022
- Certificate of Occupancy Issued:
  - Boardwalk Hotel Bakery Renovation

| <b>Division</b>         | <b>Applied Permits</b> | <b>Issued Permits</b> | <b>Plan Reviews Performed</b> | <b>Inspections Conducted</b> |
|-------------------------|------------------------|-----------------------|-------------------------------|------------------------------|
| Building                | 98                     | 74                    | 717                           | 602                          |
| Design Project          | 0                      | 0                     | 6                             | 0                            |
| Electrical              | 178                    | 176                   | 247                           | 528                          |
| Elevator                | 2                      | 10                    | 8                             | 398                          |
| Fire/Kitchen            | 19                     | 25                    | 101                           | 61                           |
| Gas                     | 0                      | 2                     | 4                             | 28                           |
| Master Plan             | 1                      | 1                     | 3                             | 0                            |
| Mechanical              | 17                     | 16                    | 84                            | 133                          |
| Plumbing                | 17                     | 16                    | 67                            | 233                          |
| Project Management      | 10                     | 5                     | 0                             | 0                            |
| Pyro/Head Replacement   | 21                     | 21                    | 30                            | 8                            |
| Registered Attraction   | 2                      | 2                     | 5                             | 9                            |
| Swimming Pool           | 2                      | 1                     | 11                            | 30                           |
| Service Call Technician | 0                      | 0                     | 0                             | 312                          |
| <b>Total</b>            | <b>367</b>             | <b>349</b>            | <b>1283</b>                   | <b>2342</b>                  |



**Celebrations:**

- Work Anniversaries:
  - Dwight Sweeting – 5 years, Service Call Technician
  - George Cartin – 5 years, Mechanical Inspector
  - Stephany Driver – 5 years, Plumbing Inspector
  - Tim Pall – 5 years, Service Call Technician
  - Kenny Locke – 8 years, Chief Technical Inspector



**PLANNING & ENGINEERING**

**DEPARTMENT**

**SEPTEMBER 2022**

**ACTIVITY REPORT**

**SUBMITTED BY**

**KATHERINE LUETZOW, P.E.**

## **REGULATORY REVIEWS**

### **BUILDING PERMIT REVIEW**

- Reviewed 92 / Approved 71
- Awaiting Approval - 21

### **CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW**

#### Flamingo Crossings – Sonic

- Initial submittal received 9/1/22. Under review.

#### Grand Floridian Project C Employee Lot

- Initial submittal received 8/1/22 and 8/10/22. RAI #1 issued 8/17/22, response received 9/16/22. Due to the removal of required ADA parking spaces, the site is currently not in compliance with the EPCOT Accessibility Code. The review of Project C is temporarily on hold pending the restriping of the required ADA spaces.

#### Project Carrot

- Consistency application received 9/19/22. Certificate of Consistency issued 9/19/22.

#### Project U

- Consistency application received 11/18/21. RAI #1 issued 11/29/21, response received 11/30/21. Certificate of Consistency issued 2/3/22.
- Awaiting Site Plan submittal.

#### PVR Project B

- Plans received 12/3/21. Awaiting additional information.

#### RCID Environmental Sciences Lab Phase 2 Project

- Consistency application received on 6/14/22. Certificate of Consistency issued 6/21/22.
- Site Plan submittal received 6/3/22. RAI #1 issued 6/21/22, awaiting response.

#### ST Coke Kiosk

- Initial submittal received 8/17/22. RAI #1 issued 8/17/22, awaiting response.

### **CONCURRENCY REVIEW**

- Project U

### **LANDSCAPE/IRRIGATION REVIEW**

- None to report.

## **ERP / STORM WATER REVIEW**

### 7-Eleven Flamingo Crossings

- Project set up 12/16/21, initial submittal received 12/16/21. RAI #1 issued 12/22/21, response received 2/8/22. RAI #2 issued 2/25/22, response received 3/22/22.
- Submitted to SFWMD 4/4/22. SFWMD issued RAI 5/4/22. RAI response sent to SFWMD 5/13/22. SFWMD issued permit 7/5/22.
- Site Civil Permit issued 8/19/2022.

### Homewood Suites

- Project set up 8/16/21, initial submittal received 8/16/21. RAI #1 issued 8/23/21, response received 12/15/21. RAI #2 issued 1/4/22, response received 5/2/22, project meeting 6/17/22.
- Submitted to SFWMD on 7/12/22, under SFWMD review.
- RAI issued 8/10/22, response received on 8/26/22.

### Project U

- Project set up 9/15/21, initial submittal received 1/7/22. RAI #1 issued 1/24/22, response received 4/1/22.
- Submitted to SFWMD 4/11/22. SFWMD Permit issued 6/8/22.
- Early work Site Civil Package submitted on 7/25/22. Site Civil Approval issued 8/2/22.
- Site Civil package submitted 8/3/22, comments provided on 8/18/22.
- Modified shop drawings (P89 drainage structures) received on 8/29, comments provided on 8/30/22.

### PVR Project B – Realignment of Seven Seas Drive

- Project set up 11/19/21, initial submittal received 12/17/21. RAI #1 issued 12/27/21, awaiting response.
- Alternate alignment submitted on 2/25/22, updated plans submitted on 5/9/22, comments issued 6/28/22.
- Revised plans received on 8/26/22, comments provided on 9/9/22.

### Project C – Grand Floridian Employee Parking Lot

- Project set up 3/17/22, initial submittal received 3/17/22. RAI #1 issued 3/22/22, response received 4/26/22. RAI #2 issued 4/28/22, response received 6/17/22.
- Submitted to SFWMD 6/20/22. SFWMD Permit issued on 7/29/22.

### Swan & Dolphin Stormwater Improvements

- Project set up 9/8/22, initial submittal received 9/8/22. RAI #1 issued 9/22/22.

## **SITE CIVIL REVIEW**

### 2022 Contractor's ROW Trailers – Dopey Drive Trailers

- Project set up 4/18/22, initial submittal received 4/18/22. RAI #1 issued 6/13/22. Awaiting response.

### 403 Basin Epcot WDI Building Parking Lot (180124-6)

- Project set up 7/18/19, initial submittal received 7/18/22. RAI #1 issued 8/5/22, response received 8/29/22. RAI #2 issued 9/7/22, response received 9/14/22. Awaiting SWPPP approval.

### Animal Kingdom Hay Trailer

- Project set up 8/30/22, initial submittal received 9/9/22. RAI #1 issued 9/14/22.

### Animal Kingdom Tilting Bridge Gate Mods

- Initial submittal received 2/2/22. RAI #1 issued 2/9/22, response received 5/10/22. RAI #2 issued 5/17/22, response received 6/27/22.
- Awaiting erosion control and r/w permit reviews and approvals.

### Animal Kingdom – Africa – Tamu Tamu Seating

- Project set up 7/12/22, initial submittal received 7/15/22. RAI #1 issued 7/26/22, response received 8/23/22. RAI #2 issued 8/31/22, response received 9/9/22.
- Site Civil Approval issued 9/14/22.

### Contemporary Back Dock Lift Station Replace

- Initial submittal received 8/10/22. RAI #1 issued 8/23/22.

### Disney Springs Guest Flow Temp. Tent

- Initial submittal received 2/9/22. RAI #1 issued 2/26/22.

### Epcot BOH Custodial Storage

- Project set up 5/25/22, initial submittal received 8/1/22. RAI #1 issued 8/23/22, response received 9/6/22. RAI #2 issued 9/28/22.

### Epcot Journey Parking Lot Expansion

- Project set up 3/7/19, initial submittal received 8/12/22. RAI #1 issued 8/31/22.

### Flamingo Crossings Skyline Chili

- Project set up 8/23/22, initial submittal received 8/25/22. RAI #1 issued 9/7/22. Revised plans submitted 9/20/22. No additional civil comments on plans. Awaiting SWPPP approval.

### Flamingo Crossings Sonic

- Project set up 8/31/22, initial submittal received 9/1/22. RAI #1 issued 9/8/22.

### Four Seasons Orlando Pool Improvements

- Project set up 3/7/22, initial submittal received 5/25/22. RAI #1 issued 6/13/22, response received 6/27/22.
- Site Civil Approval Issued 9/16/22.

### Greenleaf Temporary Construction Trailer

- Project set up 8/20/22, initial submittal received 9/2/22. RAI #1 issued 9/8/22.

### Pioneer Hall Parking Lot Expansion

- Project set up 9/7/22, initial submittal received 9/7/22. RAI #1 issued 9/21/22.

## **SITE CIVIL REVIEW (CONTINUED)**

### Project 256 Attraction

- Initial submittal received 8/23/22. RAI #1 issued 9/23/22.

### Project Carrot

- Initial submittal received 8/12/22. RAI #1 issued 8/17/22.

### Project Mermaid

- Initial submittal received 9/2/22. RAI #1 issued 9/21/22.

### Sunbelt Rental Bonnet Creek Road

- Initial submittal received 11/3/21. Revised submittal received 11/9/21. RAI #1 issued 11/24/21, awaiting response.

### WWTP Trailer Parking Lot Expansion

- Initial submittal received 2/22/22. RAI #1 issued 3/1/22, response received. RAI #2 issued 3/31/22.

## **DEWATERING REVIEWS / INSTALLATION APPROVALS**

- Five (5) dewatering application reviewed & approved
- Four (4) dewatering setup were inspected & approved for use

## **RIGHT OF WAY PERMITS ISSUED**

### Permit #1864 Edward Jones 2022 – BVD and Western Way at Coronado

- Received 9/8/22, issued 9/13/22

### Permit #1865 Hollywood Studios Entertainment Float Removal OVERSIZE

- Received 9/16/22, issued 9/19/22

## TRIBUTARY BASIN REVIEW

### Avalon Road Apartments

- Project set up on 2/26/21. Comments sent on 3/5/21. Response to comments uploaded 4/14/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Draft agreement sent to engineer on 9/14/21.
- Agreement combined with Waterleigh Parcels 10 & 11.

### Buena Vista Park

- Sent initial contact letter on 4/25/22.
- Project set up 9/27/22, initial submittal received 9/29/22.

### Celebration Village / Greenpoint Condos

- Project setup 3/15/21.
- Meeting with engineer on 3/31/21, engineer informed about outstanding balance for repair of RCID canal berm.
- Received check on 8/12/21 for \$41,585 for repair work on RCID canal berm.
- Approved dewatering and right-of-way permit on 10/27/21 for geotechnical investigation.

### CR 545 Intersection @ Lake Star Road

- Project set up 9/10/20, initial submittal received 9/11/20. Comments sent on 11/5/20.
- Project has been combined with Lake Star Road.
- Draft Agreement sent to County on 4/29/21.

### Everest Place

- Project set up 10/26/21, initial submittal 10/27/21. Project on hold.
- Project restarted, preparing draft Agreement.
- Revised plans and drainage report receive and comments sent 4/19/22.

### FDOT – I-4 Beyond the Ultimate Segment IA

- Project set up 5/28/20. Information submitted on 5/28/20. Requested additional information on 10/20/20.
- Draft Agreement sent to FDOT on 4/22/21. Received comments from FDOT on 5/18/21.
- Sent revised draft agreement back to FDOT on 8/12/21.
- Received comments from FDOT Legal on 1/28/22.
- Revised Agreement sent back to FDOT on 6/14/22.
- Revised Agreement sent to FDOT on 7/11/22.
- Sent FDOT information of drainage fee calculation on 10/5/22.

### Ficquette Road Widening

- Sent initial contact letter to County on 4/24/22.

### Grand Royal Hotel

- Letter sent to developer on 10/26/21. Initial submittal received 11/1/21.
- SFWMD permit issued 5/1/22, updated plans and Drainage Report submitted 5/11/22. RAI issued 5/16/22.
- Working on draft drainage agreement.
- Prepared letter and forwarded letter to Grantee on 6/15/22.

## TRIBUTARY BASIN REVIEW (CONTINUED)

### Hartzog Road Re-Alignment

- Project set up 9/19/19.
- Construction Plans submitted on 3/19/20. Comments sent to engineer on 3/30/20.
- Resubmittal received 5/23/20. Draft agreement under review.

### Home2 Suites

- Project setup 11/9/20, initial submittal received 11/12/20, comment sent 11/17/20. Additional information received 1/12/21.
- Draft agreement sent to engineer on 4/14/21; received comments 9/21/21, comments under review by RCID
- Response to Grantee comments sent 10/5/21.
- Grantee responded via email on 2/23/22 accepting proposed changes to Agreement, returned draft Agreement to Grantee on 2/25/22.
- Grantee working on revised Drainage Report and legal description to be used in Drainage Agreement.
- Received updated legal description on 4/22/22.
- Prepared draft Drainage Agreement and set for legal review 5/19/22.
- Received signed Agreement and drainage fee on 6/26/22. Sent agreement for signature by District Administrator on 6/27/22. Agreement executed on 6/29/22.
- Sent original agreement to engineer for recording on 7/28/22.
- Received recorded Agreement on 10/3/22.

### Horizon West Village H Parcel Tribute at Ovation

- Sent initial contact letter on 6/13/22.

### IRLO Bronson Multi Family

- Sent initial contact letter on 6/6/22.
- Project Info form received 8/23/22. Initial submittal received 8/24/22.
- Received initial submittal on 8/25/22.

### JAMA – PD

- Initial submittal received 1/11/18. RAI #1 issued 1/12/18.
- Waiting for response from engineer on draft agreement, issued March 2019.
- Referred to RCID Legal Counsel on 3/3/20.
- Forwarded revised agreement to Mr. Ahmed on 3/12/20 with suggested payment plan.
- Contacted engineer on 3/31/22 to discuss status of agreement, engineer is going to reach out Grantee.
- Received signed Agreement and check for the drainage fee on 8/23/22.
- Agreement executed by District Administrator on 8/26/22, sent to engineer for recording on 8/30/22.

### Karr PD Parcels 2, 9 & 18 (Osprey Ranch)

- Initial submission on 2/17/22, requested plan set be uploaded, plans received.
- Comments sent on 2/23/22, partial response received via email on 2/24/22.
- Working on draft agreement.
- Sent draft agreement for legal review on 6/29/22.
- Draft agreement forwarded to engineering on 7/11/22.
- Revised signature line on Agreement on 7/13/22 as requested by Grantee and resent Agreement.
- Received agreement and check for the drainage fee on 7/28/22.
- Drainage Agreement signed by District Administrator on 8/3/22 and forwarded for recording on 8/4/22.

## TRIBUTARY BASIN REVIEW (CONTINUED)

### KRPC Hartzog Road

- Project setup 4/28/21, awaiting initial submittal.
- Initial submittal 6/16/21, comments sent on 8/16/21, awaiting response.
- Updated material submitted 1/21/22.
- Sent comments back to Grantee on 2/4/22, received additional information on 2/11/22.
- Sent draft Agreement to Grantee on 2/25/22.

### Lake Star Road

- Project set up 11/9/20, initial submittal received 11/9/20.
- Project combined with DR 545 at Lake Star Road into one agreement (see above for status)

### Maingate Golden Coral

- Sent initial contact letter on 2/9/22. Follow up letter sent by legal counsel dated 3/22/22. Project Info form submitted on 3/29/22, initial submittal made on 3/30/22.
- RAI issued 4/13/22, response received on 4/25/22.
- Prepared draft drainage agreement and sent agreement to Grantee on 5/11/22.
- Received comments from Grantee on 6/27/22.

### Overlook Phases I & II

- Project set up 6/18/21.
- Per phone call on 7/14/21 from Harris Engineers, the project is being redesigned to comply with SFWMD comments.
- Requested RCID Legal Counsel and Grantee a letter reminding them of their obligation to obtain an agreement before construction begins.

### Reams Road Widening

- Project setup 5/24/22, initial submittal received 5/24/22.
- Meeting with County set for 7/6/22 to discuss drainage comments sent on 6/23/22.

### Rolling Oaks

- Project set up 10/17/18. Letter sent 12/10/18 requesting additional information.
- RCID Legal Counsel sent letter 12/10/19.
- Phone call with Wooden Bridge on 1/16/20. Waiting for maps from Wooden Bridge.
- Received plans and legal descriptions on 3/19/20. Draft agreement sent to Grantee on 4/28/21.
- RCID Legal Counsel talked to counsel for the Grantee on 1/27/22 – comments are forthcoming.
- Grantee supplied comments on 3/23/22 on draft agreement, reviewing requested changes.
- Draft agreement revised and sent back to RCID legal on 7/27/22.

### Sinclair Road Property

- Project set up 10/27/21, initial submittal 10/28/21.
- Revised material submitted 1/21/22.
- Sent comments back to Engineer on 2/2/22, working on draft agreement.
- Provide Engineer with copy of Drainage Report for Magnolia Creek development to assist in analyzing flow from Sinclair Road Property.
- Received updated Drainage Report on 5/19/22.
- Draft agreement sent for legal review on 6/24/22.
- Need final Drainage Report to complete draft agreement.



## **TRIBUTARY BASIN REVIEW (CONTINUED)**

### Site 113 H SW 4 High School

- Project set up 9/23/21, initial submission 11/19/21.
- RCID Counsel working with OCPS Counsel to determine agreement requirements.
- Received comments from OCPS Legal Counsel.

### Spring Grove Phase 3 – Parcel 28

- RCID Legal Counsel sent letter 2/1/20.

### Spring Hill Phases 4 & 5

- Project set up 11/19/20, initial submittal received 12/22/20.
- Sent email to engineer on 4/30/21 questioning assumption that project is in closed basin.

### Sternon Fortune Star Condos

- Project set up 4/17/20, initial submittal received 6/8/20, comments sent 6/30/20.
- Draft agreement under review 7/7/20. Draft agreement sent to Grantee on 8/6/20.
- Per email from engineer on 10/8/20, the project is on hold.
- Applicant has resubmitted their SFWMD application.
- Provided comments on 4/14/22 on revised application.
- Received updated plans and Drainage Report on 5/19/22, working on draft drainage agreement.
- Draft drainage agreement sent to Grantee on 5/31/22.

### Storey Grove

- Project set up 3/25/19.
- Sent Draft agreement on 4/16/19.
- Referred to RCID counsel on 2/20/20. Revised draft received from client's counsel on 4/20/20.

### Tru by Hilton – Lake Hilton

- Sent initial contact on 7/6/22.

### Visitor's Plaza Overflow Parking

- Sent initial contact letter on 5/17/22.
- Received Project Info form on 8/23/22.
- Received initial submittal on 10/6/22.

### Waterleigh PD Parcels 10 & 11

- Project setup 4/6/21, initial submittal received 4/7/21.
- Requested updated Drainage Report on 4/23/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Sent Grantee draft agreement on 8/25/21. Had meeting to discuss draft agreement on 10/21/21.
- Discussed project with Engineer on 12/16/21, waiting for revised legal description.
- Amended/restated agreement sent to Grantee on 1/4/22, Grantee has contacted Orange County to discuss agreement.
- Grantee's legal counsel is working with County – updated 3/11/22.
- Received comments from County on 6/22/22 forwarded comments to RCID Legal for review.
- Per email received on 7/11/22, County is reviewing the draft agreement.

## TRIBUTARY BASIN REVIEW (CONTINUED)

### Waterstar

- Initial submittal received 12/19/19; draft agreement forwarded for review on 2/25/20.
- Draft Agreement sent to Grantee on 3/13/20. Received questions from Grantee on 4/17/20.
- Revised draft agreement under review. Revised draft agreement sent back to Grantee on 9/18/20.
- Received check for drainage fee on 5/2/21 without agreement, received signed agreement on 5/22/21.
- Sent to District Administrator for signature on 6/18/21, executed agreement sent to Grantee on 6/21/21.
- Agreement recorded as Doc #20210529911 on 8/30/21.
- Agreement may need to be updated because of changes to the design/layout of the site.
- Working on revised drainage agreement. Waiting on Grantee to close on loan before sending updated agreement.

### Windermere Ministries

- Sent initial contact letter on 2/10/22.
- Received call from Engineer on 3/2/22, sent Project Info form to engineer.
- Project set up 3/7/22.

### Wither South PD

- Project set up 1/26/21, awaiting initial submittal.
- Legal counsel sent letter on 5/16/22 on status of application.
- New Project Info received on 7/19/22.
- Material submitted on 7/20/22, comments sent to engineer on 7/28/22.
- Received response to comments on 8/8/22, prepared draft agreement and sent to legal counsel for review on 8/16/22.
- Send Agreement to Grantee for signature on 8/24/22.

## CONSTRUCTION COMPLIANCE INSPECTIONS

The department conducted inspections for compliance on the following construction sites within and bordering Reedy Creek Improvement District (RCID). Inspections on the following sites yielded no issues of concern or identified only minor maintenance items, which were corrected before the next inspection date.

- Bailey Bridge
- Best Friend's Addition
- Blizzard Beach Conveyor
- Blizzard Beach Laydown
- Car Care to Epcot Intertie
- Celebration C8 Parcel
- Celebration Colburn
- Celebration Creation Kids
- Celebration Elementary School
- Celebration Island Village Project
- Celebration Pointe
- DHS BOH Gate
- DS Greenleaf
- Drury Hotel
- Epcot
  - NW Laydown
  - Canal Modification Project/Parking Lot
  - Project G Pkg 1, Pkg 2, Pkg 3, Pkg 8; Pkg 5; 217
- Flamingo Crossings Advent Health
- Flamingo Crossings College Housing West
- Flamingo Crossings Dunking Donuts
- Flamingo Crossings Hash House A Go Go
- Flamingo Crossings Simply Capri
- Flamingo Crossings Town Center Ph1
- Flamingo Crossings Town Center Pond Trail
- Flamingo Crossings Wendy's
- GF Laydown
- Magnolia Golf Course Redevelopment
- MK 2
- NSA Fiber
- Project Tacos
- Project U Demo
- RCID Fiber Expansion Phase 1 and 2
- Splash Mountain Compactor Pad
- Stolport Laydown/Stockpile
- Waterstar
- Woody's Lunchbox Kitchen
- Woody's Lunchbox Shade Structure
- World Drive North Phase 2
- World Drive North Phase 2 Laydown
- World Drive North Storm Pond

# INFRASTRUCTURE ASSET MANAGEMENT

## LEVEES & WATER CONTROL STRUCTURES

- Monthly inspections of the Levees are ongoing.
- RCID owned storm water facilities/ponds undergo major maintenance on a 5 year revolving basis. The list of non-routine maintenance activities for 2022 was compiled by RCID compliance team in February; the work began in April and will be completed September 30, 2022.
- Annual inspections of the major water control structures (WCS) are completed annually each February. Based on these most recent evaluation, items identified as routine maintenance have been initiated and will be completed during the 2022 fiscal year. Items identified in the inspection as requiring major or non-routine maintenance were prioritized, incorporated in the annual budgeting process and are scheduled for completion in the coming year(s).

## ROADWAY & BRIDGE

- Monthly inspections of the Roadways are ongoing.
  - Hartzog Road (North) (Ruby Red Lane to the north approximately 2.750 miles) (including Flagler Ave) - roadway is showing considerable degradation. This roadway has been added to our annual assessment and will be programmed for pavement rehabilitation as funding allows. The consultant (KCA) has provided a scope and fee to design the pavement rehab for the section of Hartzog Road between approximately Ruby Red Lane (just north of Western Way) to the RCID Property Line including Flagler Avenue. The project is under design.
  - BVD (ERB (East) to Riviera Resort Entrance) - roadway is showing excessive degradation due to recent construction traffic in that area. The 2022 annual pavement assessment will address that area and program the roadway for pavement rehabilitation. A design proposal has been submitted for review and approval. The project is under design.
- Bridge Inspections occur bi-annually – based on latest round of 22 inspections, all bridges are in satisfactory to excellent condition. Minor repairs are warranted and the design for that work is underway. Repairs are scheduled to begin last quarter of this calendar year.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.
  - The design of an additional seven guardrail projects has commenced; final plans should be received by August 2022. Plans have been completed.
  - Guardrail repair needed along ECD (outbound) just north of Overpass Road. Scheduled for repair.
  - Guardrail repair needed along BVD (north) along southbound lanes. Scheduled for repair.
  - Guardrail repair needed along World Drive (inbound) south of BVD. Scheduled for repair
  - Preliminary planning for FY23 guardrail replacement projects has begun.
  - Osceola Parkway (inbound) ramp onto WD southbound. Asphalt void created within the shoulder due to V-inlet issue. Item has been corrected.
  - World Drive (inbound) south of BVD. Truss sign damaged due to Hurricane Ian. Sign has been cut and transported to the construction trailer yard.

## **ANNUAL QUALITY BASED PAVEMENT MANAGEMENT PROGRAM**

- The final design plans for the pavement rehabilitation for Hartzog Road between the RCID property line and Western Way are complete. The Facilities Construction Team has scheduled this work for FY 22. A pre-bid conference was held in late March 2022. Post bid meetings were held on April 25, 2022. It is anticipated that construction will begin in August 2022. Construction is underway.
- Plans for the pavement rehabilitation of Buena Vista Drive (BVD) between Western Way and World Drive Interchange were completed in early 2021 and delivered to the Facilities Construction Team. Due to funding constraints, this project was divided into two phases with the north phase (resurfacing of BVD from Bridges 756026 & 027 north to World Drive) completed in August 2021. The Facilities Construction Team has scheduled the south phase, Western Way to Bridges 756026 & 756027, for construction in fiscal year 2022. The south phase pavement rehab will be bid together with the BVD / Western Way intersection improvements project as one project. A limited notice to proceed was issued to Watson Civil on March 14<sup>th</sup>. Construction is anticipated to begin in June 2022. Construction is underway.
- Plans for the pavement rehabilitation of Victory Way between Osceola Parkway and Buena Vista Drive are complete and were delivered to the Facilities Construction Team in early FY 21; construction is scheduled for fiscal year 2022. It is anticipated that the pavement rehab bid package will be issued to bidders in March 2022. A pre-bid conference was held in late March 2022. Post bid meetings were held on April 25, 2022. The Limited NTP was issued on May 25, 2022. It is anticipated that construction will begin in July 2022. Construction is underway.
- The design plans for the pavement rehabilitation on the southbound lanes of World Drive between Osceola Parkway and Epcot Center Drive are complete. That construction will be budgeted for FY23.
- The design plans for the pavement rehabilitation of BVD between All Star Resort / RCID Property Line and Western Way are complete.
- The scope and fee proposal from KCA for the pavement rehab design of Hartzog Road (North) from Ruby Red Lane to the RCID Property Line, including Flagler Avenue has been submitted for review. The project is under design.
- The design for the pavement rehab of BVD between Bridges 756020 & 756021 (just West of ERB (East) to the Riviera Entrance Driveway will begin in July 2022. Design has been completed.

## **TRAFFIC OPERATIONS**

- Three (3) traffic signal and ITS maintenance inspections were completed in September.
- ITS team managed Hurricane Ian modifications, closures and signal repair response.
- ITS team responded to five (5) after hour service requests.
- ITS team managed traffic for ESPS's Labor Day and Coronado Spring's event.
- ITS team managed traffic for Buena Vista Dr. @ Western Way and Victory Way paving projects.

# DESIGN MANAGEMENT

## WORLD DRIVE NORTH PHASE 3

- The Final Design Contract was awarded to TLP Inc. at the April 2020 BOS meeting; the limited NTP was issued 4/23/2020.
- Final Design is complete and was delivered to the Facilities Construction Team as indicated below:
  - 100% Plans & Specifications for bidding were issued 9/15/2021.
  - SFWMD permit issued 12/2/2021.
  - In January of 2022, the adjacent landowner(s) requested minor modifications. In February the BOS approved a change order for the design contract.
  - It is anticipated these design changes will take 60-90 days to complete.
  - Constructability review meeting with each utility was conducted on June 27<sup>th</sup>. All comments are being addressed and adjustments to the plans to be completed August 2022.
  - A final bid set was issued to the RCID Construction & Purchasing teams early September of 2022.
  - Project is currently out to bid for Construction.

**The following three projects are in support of RCES Operation and are fully funded by RCES. They are being designed by the RCID Planning & Engineering and will be constructed by the RCID Facilities Construction team.**

### BRIDGE CROSSING AT PERIMETER CANAL

- RCES has requested access across the perimeter canal. To achieve this end, RCES funded the acquisition of an ACROW bridge (Bailey Bridge) on 1/20/2020. This bridge structure shall be used to provide RCES roadway access across the Perimeter Canal.
- Final Plans for the construction installation of this perimeter canal bridge were completed and delivered to the RCID Construction team in June 2021.
- Construction of this installation is scheduled to occur concurrently with the replacement of the 48” reuse line as detailed below and is currently underway.

### REPLACEMENT OF RE-USE LINE ACROSS PERIMETER CANAL

- Design for the removal and replacement of an existing RCES owned 48” Re-Use Line began in November of 2020. Due to the age of the existing line and RCES’ lack of previous design and construction documentation, extensive field investigation was required delaying design.
- Final plans were completed in May 2021 and delivered to the Construction Team in June 2021.
- Construction is currently underway.

### REPLACEMENT OF S-46 DECK STRUCTURE

- Annual WCS inspections revealed that the deck structure was failing due to the repeated use of this deck by excessively heavy utility traffic.
- Design for the replacement of this deck began in January 2020 and was completed March of 2020.
- Construction of this deck replacement has been delayed to allow for the installation of the Canal Bridge and 48” Re-Use line; details of those projects are outlined above.
- Upon completion of those two projects, deck replacement can be scheduled based on RCES funding schedule. It is anticipated RCES will propose funding for this construction in FY23.

# EXHIBIT A

# Epcot Reclaimed Water Conversion – Phase 1

| RCID Authorized Funding   |                                   |                              |                         |                           |
|---|-----------------------------------|------------------------------|-------------------------|---------------------------|
| Project   | <i>Initial Project<br/>Budget</i> | <i>Previous<br/>Requests</i> | <i>This<br/>Request</i> | <i>Total<br/>Requests</i> |
| <b>Epcot Reclaimed Water Conversion - Phase 1</b>                 |                                   |                              |                         |                           |
| Design<br><i>CPH, Inc. - M000128 - W001 - (October 2019)</i>      | \$200,000                         | \$146,153                    |                         | \$146,153                 |
| Construction<br><i>Gulfcoast Utility Constructors, Inc.</i>       | \$900,000                         |                              | \$888,250               | \$888,250                 |
| RCES Soft Costs<br><i>(October 2019)</i><br><i>(October 2022)</i> | \$100,000                         | \$40,000                     | \$45,000                | \$85,000                  |
| Contingency<br><i>(October 2022)</i>                              | \$90,000                          |                              | \$88,825                | \$88,825                  |
| <b>Total</b>  | <b>\$1,290,000</b>                | <b>\$186,153</b>             | <b>\$1,022,075</b>      | <b>\$1,208,228</b>        |

**EXHIBIT A**





# EXHIBIT B

# Financial Summary – World Drive North Phase III

October 26, 2022

|   | BUDGET                | Commitments         |                     | Change Order Allowance |             | TOTAL               |
|---|-----------------------|---------------------|---------------------|------------------------|-------------|---------------------|
|   |                       | Executed            | Pending             | Available              | Pending     |                     |
| <b>Budget</b>                               | <b>\$ 101,500,000</b> |                     |                     |                        |             |                     |
| <b>Hard Costs</b>                           |                       | \$ -                | \$ 2,100,000        | \$ -                   | \$ -        | \$ 2,100,000        |
| RCID Utilities Division (electric OFM)      |                       |                     | \$ 1,500,000        |                        | \$ -        |                     |
| RCID Utilities Division (chilled water OFM) |                       |                     | \$ 550,000          |                        |             |                     |
| RCID Utilities Division (natural gas OFM)   |                       |                     | \$ 50,000           |                        |             |                     |
| <b>Soft Costs</b>                           |                       | \$ 3,355,710        | \$ 40,000           | \$ 288,401             | \$ -        | \$ 3,684,111        |
| RCID Utilities Division (soft costs)        |                       |                     | \$ 40,000           |                        | \$ -        |                     |
| <b>TOTAL</b>                                | <b>\$ 101,500,000</b> | <b>\$ 3,355,710</b> | <b>\$ 2,140,000</b> | <b>\$ 288,401</b>      | <b>\$ -</b> | <b>\$ 5,784,111</b> |

Percentage of Budget

6%

EXHIBIT B



# **EXHIBIT C**

# Financial Summary – EPCOT Resorts Boulevard Bridge Replacements

October 26, 2022

|  | BUDGET        | Commitments   |                        | Change Order Allowance |                      | TOTAL         |
|--|---------------|---------------|------------------------|------------------------|----------------------|---------------|
|  |               | Executed      | Pending                | Available              | Pending              |               |
| <b>Budget</b>                                      | \$ 16,000,000 |               |                        |                        |                      |               |
| <b>Hard Costs</b>                                  |               | \$ 11,745,582 | \$ -                   | \$ 386,805             | \$ -                 | \$ 12,132,387 |
| <b>Soft Costs</b><br>Vanasse Hangen Brustlin, Inc. |               | \$ 1,743,501  | \$ 23,938<br>\$ 23,938 | \$ 1                   | \$ 2,394<br>\$ 2,394 | \$ 1,769,833  |
| <b>TOTAL</b>                                       | \$ 16,000,000 | \$ 13,489,083 | \$ 23,938              | \$ 386,806             | \$ 2,394             | \$ 13,902,220 |

Percentage of Budget

87%

EXHIBIT C



# EXHIBIT D

# North Service Area (NSA) 15kV Cable & Equipment Replacement

| RCID Authorized Funding   |                                   |                                   |                              |                         |                           |
|---|-----------------------------------|-----------------------------------|------------------------------|-------------------------|---------------------------|
| Project   | <i>Initial Project<br/>Budget</i> | <i>Revised Project<br/>Budget</i> | <i>Previous<br/>Requests</i> | <i>This<br/>Request</i> | <i>Total<br/>Requests</i> |
| <b>NSA 15kV Cable &amp; Equipment Replacement</b>   |                                   |                                   |                              |                         |                           |
| Owner Furnished Material<br><i>(May 2022)</i>   | \$550,000                         | \$550,000                         | \$550,000                    |                         | \$550,000                 |
| Construction<br><i>Carter Electric, Inc. C006144 (May 2022)</i><br><i>Carter Electric, Inc. C006144 - CO #1 (Oct. 2022)</i> | \$1,600,000                       | \$1,750,000                       | \$1,594,689                  | \$147,742               | \$1,742,431               |
| RCES Soft Costs<br><i>(May 2022)</i>  | \$190,000                         | \$190,000                         | \$190,000                    |                         | \$190,000                 |
| Contingency<br><i>Carter Electric, Inc. C006144 (May 2022)</i><br><i>Carter Electric, Inc. C006144 - CO #1 (Oct. 2022)</i>  | \$160,000                         | \$175,000                         | \$159,469                    | \$14,774                | \$174,243                 |
| <b>Total</b>  | <b>\$2,500,000</b>                | <b>\$2,665,000</b>                | <b>\$2,494,158</b>           | <b>\$162,516</b>        | <b>\$2,656,674</b>        |

**EXHIBIT D**



# EXHIBIT E

# Live Front to Dead Front Switch Replacement – Phase 3

| RCID Authorized Funding  |                        |                   |                  |                  |
|--|------------------------|-------------------|------------------|------------------|
| Project  | Initial Project Budget | Previous Requests | This Request     | Total Requests   |
| <b>Live Front to Dead Front Switch Replacement - Phase 3</b>           |                        |                   |                  |                  |
| Design<br><i>Chen Moore &amp; Associates, Inc. (October 2022)</i>      | \$225,000              |                   | \$203,549        | \$203,549        |
| Owner Furnished Material   | \$550,000              |                   |                  | \$0              |
| Construction   | \$1,000,000            |                   |                  | \$0              |
| RCES Soft Costs<br><i>(October 2022)</i>                               | \$250,000              |                   | \$100,000        | \$100,000        |
| Contingency<br><i>Chen Moore &amp; Associates, Inc. (October 2022)</i> | \$175,000              |                   | \$20,355         | \$20,355         |
| <b>Total</b>   | <b>\$2,200,000</b>     | <b>\$0</b>        | <b>\$323,904</b> | <b>\$323,904</b> |

**EXHIBIT E**

