



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

BOARD OF SUPERVISORS

November 16, 2022
9:30 a.m.

AGENDA

Board of Supervisors

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

November 16, 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 26, 2022 BOS Meeting
5. REPORTS
 - A. District Administrator
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. DMS – Fiber Optic Project Phase 1 – Amendment of Work Authorization
 - CONSIDERATION of Request for Board approval to amend a work authorization under Master Agreement M000173 for professional services between RCID and **Elipsis Engineering & Consulting, LLC**, and add to the total Not-To-Exceed amount of **\$15,013.00** for additional construction material testing services in support of the DMS – Fiber Optic Project. **(EXHIBIT A)**

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

7. REGULAR AGENDA

A. Programmable Logic Controller (PLC) Replacements – Phase 1 (B1013A) – Revision of Initial Budget

- CONSIDERATION of Request for Board approval to revise the initial budget for the PLC Replacements – Phase 1 project by reducing approved funding in the Construction line item and increasing funding in the RCES Soft Costs line item. The total preliminary budget amount will remain unchanged. **(EXHIBIT B)**

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

B. Programmable Logic Controller (PLC) Replacements – Phase 1 (B1013A) - Construction Services

- CONSIDERATION of Request for Board approval to execute an agreement with **Revere Control Systems, Inc.**, in the amount of **\$135,500.00** for construction services for the PLC Replacements – 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 B)**

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

C. Programmable Logic Controller (PLC) Replacements - Phase 1 (B1013A) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$25,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the PLC Replacements – 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 B)**

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

- D. Purchase and Sale of Electric Capacity and Energy Agreement - Florida Municipal Power Agency (FMPA)
- CONSIDERATION of Request for Board approval of the agreement for the Purchase and Sale of Electric Capacity and Energy between **Florida Municipal Power Agency** (All-Requirements Project) and the Reedy Creek Improvement District. This request also includes Board authorization for the District Administrator to execute said agreement. (**EXHIBIT C**)

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 Nov 04, 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 5 day of November, 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 November 16 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
11/04/2022 7316654

7316654

MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

October 26, 2022

9:30 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 9:30 a.m. on Wednesday, October 26, 2022, at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were Larry Hames, Jane Adams, Don Greer, and Leila Jammal, 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, Susan Higginbotham and Heidi Powell, Finance; Ron Zupa, Technology Services; Kerry Satterwhite, Facilities; Eric Ferrari, Scott Underwood, Brian Gleeson, Doug O'Neil, Clyde Benejam, Scott Adams, and David Green, RCFD; Lisa and Seth Green; family of David Green, Ed Milgrim and Ilana Perras, Milgrim Law Group; Katherine Luetzow, Planning & Engineering; Chris Ferraro and Anthony Kasper, RCES; Jason Middleton and Eddie Fernandez, Human Resources; and Richard Bilbao, Orlando Business Journal. Those participating via teleconference were: Mike Crikis, Jeff Holland, Wendy Duncan, Environmental Sciences; and Yenni Hernandez, Technology Services.

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

SAFETY MINUTE

Mr. Eddie Fernandez presented the safety instructions for the Administration Building. Mr. Fernandez identified the locations of the emergency exits and the two AEDs in case of an emergency. Mr. Fernandez advised that in the event of a fire, there are two exits on the first floor. Mr. Fernandez advised that a first-aid kit is located at the Security Guard's desk right outside the Boardroom. Mr. Fernandez advised that this month's safety topic is related to safety awareness. With the upcoming holiday season, be aware of your surrounding while out shopping, online scams, burglaries, decoration setup and driving. Mr. Fernandez quoted these safety topics through the adapted version of the opening monologue of "Thriller". Mr. Fernandez also advised that Daylight Savings Time will take place on November 7th and that is always a good time to remember to change your smoke alarm batteries. Mr. Fernandez also wanted to recognize and thank all of our Veterans as Veterans Day is on November 11th.

APPROVAL OF MINUTES

Minutes from the October 3, 2022 BOS Meeting were approved and accepted as presented.

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

REPORTS

A departmental report was presented by the District Administrator and RCES.

Mr. Classe announced that today we celebrate David Green, Fire Fighter/Paramedic from the Fire Department, who is retiring effective September 30, 2022 with just under 25 years of service. Mr. Classe invited Deputy Chief Ferrari to come up to present Mr. Green with a plaque and to say a few words. Deputy Chief Ferrari announced that Mr. Green worked in Lake Patrol before joining RCID. He has always arrived early for his shift and has always been known as a family man and a very personable employee. He is a Gator Fan and an Eagle Scout and it has been a pleasure working with Mr. Green and he will be missed.

Deputy Chief Ferrari invited Assistant Chief Scott Underwood to say a few words. Assistant Chief Underwood presented Mr. Green with a Tinker Bell trophy for his years of service. Assistant Chief Underwood announced that he has had the pleasure of knowing Mr. Green for close to 27 years and when Mr. Green came to RCFD he was a mentor for Assistant Chief Underwood. Assistant Chief Underwood wished Mr. Green and his family the best of luck in his retirement and asked Mr. Green if he would like to say a few words.

Mr. Green replied that 1997 was the best year of his life; he got married, purchased a home in Maitland and was hired at RCID. He said it took three tries but they finally hired him and that was a goal he was hoping to accomplish. He thanked the District for hiring him and said he felt very privileged to work for the District and the Fire Department and it was the greatest career in the world.

Mr. Classe announced that when everyone leaves be sure to stop and look at the decorated Ambulance that is parked at the front entrance of the Administration Building. This RCFD vehicle was wrapped in honor of Breast Cancer Awareness Month, which runs through October 31st. Also, you may have noticed our crew today attending the meeting along with other RCFD employees are wearing pink T-Shirts, pink gloves, and using pink EMS supplies.

Mr. Classe reported that RCFD hosted a Swearing-In and Promotional Ceremony at the Wyndham Resort for fire department employees and their families. Mr. Classes advised that it has been a few years due to COVID and there were several employees to celebrate along with their families.

Sworn In:

- 1 Assistant Chief - Operations
- 11 New Firefighter Paramedics
- 4 New Paramedics
- 1 911 Communicator

Promotions:

- 3 Battalion Chief Promotions

- 3 Lieutenant Promotions
- 2 Driver/Operator Promotions

The ceremony includes having your badge pinned by a family member and this is a long-standing tradition in the fire service.

Ms. Chris Ferraro presented the Semi-Annual Electric Reliability Compliance Program Report for period April 1, 2022 through September 30, 2022. This 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.

Ms. Ferraro advised that during this period, the Executive Compliance Committee (ECC) and the RCES Compliance Committee conducted regularly scheduled meetings. All reliability standard requirements and required compliance tasks were completed without exception, including the 2017-2027 UFLS Relay testing and maintenance scheduled for 2022. The results of the self-audit of all applicable 2021 NERC Standards was completed on August 4, 2022. There were no findings of non-compliance. 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.

Ms. Ferraro gave an update on the 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, 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).

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 could be pulled from the Consent Agenda for further discussion, if requested. Consent Agenda items are shown below:

Item 6A – Epcot Reclaimed Water Conversion - Phase I (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. Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). **(EXHIBIT A)**

Item 6B – World Drive North Phase 3 Utility System Improvements – RCES Soft Costs

CONSIDERATION of Request for Board approval of the 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. Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. **(EXHIBIT B)**

Item 6C – 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. Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. **(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 Ms. Jammal and duly seconded, the Board unanimously approved the Consent Agenda.

REGULAR AGENDA

Item 7A – Potable Water Well Rehabilitation Program – Phase 1 (P1126) – Construction Services

Mr. Kasper requested 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 request 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). Mr. Kasper advised that the results of the inspection and condition assessment for well No. 6 recommended replacement of the pump prior to returning the well to service. The Well Rehabilitation Program evaluates two wells per year and is estimated to take 5-6 years for completion. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request.

Item 7B – Epcot Reclaimed Water Conversion – Phase 1 (P1117A) – Initial Budget

Mr. Kasper requested Board approval to establish an initial budget of **\$1,290,000.00** for the Epcot Reclaimed Water Conversion – Phase 1 project. Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this request is the first phase of an effort to convert the irrigation systems at Epcot to reclaimed water. The existing irrigation systems are currently connected to the potable water system at five locations. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. **(EXHIBIT A)**

Item 7C – Epcot Reclaimed Water Conversion – Phase 1 (P1117A) – Construction Services

Mr. Kasper requested 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 request 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 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that design of this phase was completed and four qualified contractors were invited to submit bids. Two bidders declined to submit a bid because they could not complete the project in accordance with the schedule and one was non-responsive. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request. **(EXHIBIT A)**

Item 7D – North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Revision of Initial Budget

Mr. Kasper requested 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. Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this request was originally approved in May and is for replacement of medium voltage cable and associated switches in the North Service Area. The original equipment dates back to the 1960's. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. **(EXHIBIT D)**

Item 7E – North Service Area (NSA) 15kV Cable & Equipment Replacement (P1131) – Construction Services

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

Item 7F – Live Front to Dead Front Switch Replacement Phase 3 (P1132) – Initial Budget

Mr. Kasper requested Board approval to establish an initial budget of **\$2,200,000.00** for the Live Front to Dead Front Switch Replacement Phase 3 project. Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this request is the last in a series of several projects to replace live front to dead front switchgear with dead front pad-mounted switchgear. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. **(EXHIBIT E)**

Item 7G – Live Front to Dead Front Switch Replacement Phase 3 (P1132) – Design Services

Mr. Kasper requested 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. Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable). Mr. Kasper advised that this project removes 12 live-front switches and replaces them with 8 dead-front switches. Proposal was issued to three firms and one withdrew. Chen Moore & Associates, Inc. was the most qualified bidder, which was the lowest bidder. . 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 E)**

Item 7H – Live Front to Dead Front Switch Replacement Phase 3 (P1132) – RCES Soft Costs

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

Item 7I – NSA Chilled Water System Valve Replacement (P1017) – Owner-Furnished Materials (OFM)

Mr. Kasper requested 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). Mr. Kasper advised that this project is for the replacement of failing isolation valves on chilled water distribution piping in the North Service Area and is a companion project to the Utility System Improvements associated with the World Drive North Phase 3 project. Supply are being order early to maintain scheduling. 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.

Item 7J – World Drive North Phase 3 – Utility System Improvements Owner-Furnished Materials (OFM)

Mr. Kasper requested 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. Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Kasper advised that this project is for the replacement or relocation of an existing utility structure and has previously been brought to the Board for design services and RCES soft costs in support of the preliminary engineering and design phases. 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 B)**

8. OTHER BUSINESS

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

Mr. Classe advised that the next BOS meeting will take place on November 16th at 9:30 a.m.

Mr. Classe then gave his Final Thought from *Kahlil Gibran, Lebanese-American writer 1883-1931* ***“Our anxiety does not come from thinking about the future, but from wanting to control it.”***

There being no further business to come before the Board, the meeting was adjourned at 10:06 a.m.

Laurence C. Hames
President, Board of Supervisors

ATTEST

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

DEPARTMENT REPORTS

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



To: John Classe

Date: November 16, 2022

From: Christine Ferraro

Extension: (407) 824-4121

Subject: October - Monthly Utilities Report

Electric and Natural Gas Purchases and Sales

October 2022: Megawatt hour loads were 4% below plan for the month, the peak load for the month was approximately 4.9% below plan levels as well. Average temperatures for October 2022 were 5.3% lower when compared to the same month in 2021 and 7.2% lower when compared to the average temperatures experienced in 2020. Total cost per megawatt hour (\$/MWh) for the month was approximately 16.2% below budgeted levels equating to approximately \$1,269,000 of net electric cost reduction to plan. The lower electric costs were driven primarily by lower Duke RCF purchases, lower transmission costs, lower cost off peak market purchases, and energy sales exceeding budgeted levels. In addition, some of the electric cost reduction impacts were driven by natural gas hedge settlements resulting from RCID’s natural gas hedging program.

Natural Gas (Distribution and Hot Water)

October 2022: Natural gas commodity prices were approximately 12% below budgeted levels, with volumes approximately 1.45% higher than budgeted levels. The natural gas commodity costs were impacted primarily by RCID’s hedging program, lower market price volatility, and the lower prices paid for unhedged gas volumes. Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 13% lower than budget levels due to lower commodity costs driven primarily by RCID’s hedge program results. In general hedge settlements for the month were significantly in RCID’s favor and greater than budgeted levels thus resulting in lower overall commodity costs. Gross natural gas costs were approximately \$99K below budgeted levels driven primarily by RCID’s hedge program results and hedge settlements levels. 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 FY23 however price levels will be less impacted due to RCID Risk Management program where approximately 80% of its monthly consumption is hedged for FY23.

Water Resources

Oct-22	2021		2022		Difference		% 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)	
Potable Water Consumption	459.0	14.8	542.0	17.5	83.0	2.7	18.1%
Wastewater Generation	390.9	12.6	399.0	12.9	8.1	0.3	2.1%
Reclaimed Water Usage	207.0	6.7	199.6	6.4	-7.4	-0.2	-3.6%
Wastewater Contribution from OCU	74.9	2.1	15.1	0.4	-59.7	-1.7	-79.8%
Rainfall measured at RCID WWTP (in)	4.2		1.0		-3.2		-77.1%

Solid Waste Operations

State of the Utility Report - Solid Waste Activities					Reference
October					October
	2021	2022	Difference	% Difference	2019
Class I Waste Collected by RCES	4703	5798	1095	23%	6286
Class III Waste Collected by RCES	238	300	62	26%	276
Offsite Landfill	4777	6646	1869	39%	6681
Food Waste	1171	1661	490	42%	1775
Class I Recycle	1321	1552	231	17%	1660
Green Waste	1137	2908	1771	156%	1550
C&D Collected	1021	1651	630	62%	2323
Manure	339	345	6	2%	276

* All Data in Tons

**REEDY CREEK IMPROVEMENT DISTRICT
MONTHLY INTERCHANGE REPORT**

Oct-22

chk'd INITIAL	CO.	Gross MWH	Duke Energy Imbalance	FPL LOSS	FPC LOSS	TEC LOSS	NET MWH	MWs from Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$ / MWH	INITIAL
=												=
CO	Exelon/Constellation	1,820	0	0	0	0	1820		\$84,420.00		\$ 46.38	CO 11-08-22
	Citrus Ridge Solar	6,754	0	0	0	0	6,754			\$261,800.93	\$ 38.76	EST
CO	Duke-RC	9,250	0	0	0	0	9,250		\$407,895.00		\$ 44.10	CO 11-01-22
	Duke-Hamilton Solar	0	0	0	0	0	0			\$0.00	#DIV/0!	
CO	Duke-RC Franklin	42,436	0	0	0	0	42,436			\$2,916,235.17	\$ 68.72	CO 11-7-22
	Duke-RC Franklin Settlement #1		----	----	----	----				\$0.00	BP	
	Duke-RC Franklin Settlement #2		----	----	----	----				(\$76,091.07)	Morgan Stanley	CO 11-02-22
	Duke-RC Franklin Settlement #3		----	----	----	----				\$0.00	Cargill	
	Duke-RC Franklin Settlement #4		----	----	----	----				(\$165,708.48)	JP Morgan	CO 11-02-22
CO	Duke-Solar	723	0	0	0	0	723			\$49,868.37	\$ 68.86	CO 11-7-22
CO	FMPA Tolling(Cane Island)	39,432	0	0	0	0	39,432			\$151,813.20	\$ 3.85	CO 11-03-22
	POU-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
	REM-RC	0	0	0	0	0	0		\$0.00		#DIV/0!	
CO	TYR Energy	1,378	0	0	0	0	1,378		\$57,796.00		\$ 41.94	CO 11-01-22
CO	TAL-RC	520	0	0	0	0	520		\$21,280.00		\$ 40.92	
CO	TEA-RC	935	0	0	0	0	935		\$39,950.00		\$ 42.73	
	FPL Non Firm T & D								\$0.00	\$0.00		
	Duke Non Firm T & D		----	----	----	----				\$0.00		
	Duke FIRM T&D		----	----	----	----				\$766,685.13		CO 11-04-22
	Duke Energy Imbalance	411.927					412		\$37,744.36			CO 11-04-22

INITIAL	CO.	Losses to Duke MWH	FPL LOSS	SEC LOSS	TEC LOSS	NET MWH	MWs to Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$ / MWH
	PURCHASES	103661	0	0	0	103,661	0	\$649,085.36	\$3,904,603.25	
	RC-POU J	0	0	0	0	0		\$0.00		#DIV/0!
	RC-TEA J	0	0	0	0	0		\$0.00		#DIV/0!
CO	RC-REM	790	0	0	0	790		\$46,200.00		\$58.48
	TOTAL SALES	790	0	0	0	790		\$46,200.00	\$0.00	\$58.48
	TOTAL	102871	0	0	0	102871		\$602,885.36	\$3,904,603.25	
	NEL Including EPCOT Diesels and CoGen	102873								

AVG \$ / MWH

\$43.82

TOTAL ECONOMY AND FIRM COST

\$4,507,488.61

Month	NEL	Peak	Time	Day
Oct-22	102,873.3	174.9	15:00	10/11/2022

COGEN GENERATION	
GT MONTHLY	0.0
ST MONTHLY	0.0
GT & ST MONTHLY	0.0
ECEP GENERATION	
ECEP #1 MONTHLY	2.6
ECEP #2 MONTHLY	0.1
ECEP #1 & #2 MONTHLY	2.73
TOTAL GENERATION	2.73

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

Company	Electric Sales	Electric Purchases [1]	Net Profit/(Cost) [2]	Monthly Sales Subtotal	Monthly Purchases Subtotal	Net Profit/(Cost) Subtotal
Oct-22 City of Tallahassee	\$0.00	\$21,280.00	\$2,579.20			
Duke Energy Florida	\$0.00	\$407,895.00	\$26,825.00			
Excellon/Constellation	\$0.00	\$84,420.00	\$2,893.80			
Rainbow Energy Marketing	\$46,200.00	\$0.00	\$12,790.10			
The Energy Authority	\$0.00	\$39,950.00	\$6,722.65			
TYR Energy	\$0.00	\$57,796.00	\$9,081.02			
Total October 2022				\$46,200.00	\$611,341.00	\$60,891.77
FY2023 to Date Total	\$46,200.00	\$611,341.00	\$60,891.77	\$46,200.00	\$611,341.00	\$60,891.77

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

Profit
9.26%

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
Oct-22 Hedge Settlements - Citi,JPM,MS,BP			(\$1,248,989.35)	\$0.00	(\$1,248,989.35)	452,283		\$1,974,095.65
FGU	158,565		\$1,084,267.47	\$0.00	\$1,084,267.47			
Gas South	103,973		\$617,695.22	\$0.00	\$617,695.22			
Radiate Energy	29,428		\$170,488.55	\$0.00	\$170,488.55			
TENASKA	158,565		\$1,128,665.67	\$0.00	\$1,128,665.67			
Bookout -	1,944		\$10,947.61	\$0.00	\$10,947.61			
FGT Usage			\$21,975.44	\$0.00	\$21,975.44			
Total October 2022	452,475	\$3.95	\$1,785,050.60	\$0.00	\$1,785,050.60	452,283	\$4.36	\$1,974,095.65
FY2023 to Date Total	452,475	\$3.95	\$1,785,050.60	\$0.00	\$1,785,050.60	452,283	\$4.36	\$1,974,095.65
Volume Variance % (mmbtu)	0.0%							
Volume Variance \$(000)	\$839							
Rate Variance \$(000)	(\$189,884)							
Total System Variance YTD	(\$189,045)							
Check	(\$189,045)							



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 Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: BP Energy Company For the account of: Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21233423 Invoice Date: 09/29/2022 Contract No: 20368 Due By: 10/05/2022 BP Energy Company JPMorgan Chase Bank Columbus, OH 021000021 9102548097

Oct 2022 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/ Put	Total Volume	UOM	BP Pays				Customer Pays			BP Receives/ (Pays)	
								Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis		Net
NG-FP-SWAP	1298469	11/08/2018	01	31	S	21,483	MMBTU	NG_NYMEX(NYM 1d)	6.8680	0.0000	6.8680	Fixed Price	2.7050	0.0000	2.7050	\$(89,433.72)
NG-FP-SWAP	14696037	01/14/2020	01	31	S	15,624	MMBTU	NG_NYMEX(NYM 1d)	6.8680	0.0000	6.8680	Fixed Price	2.4800	0.0000	2.4800	\$(68,558.11)
NG-FP-SWAP	15820440	11/19/2020	01	31	S	17,236	MMBTU	NG_NYMEX(NYM 1d)	6.8680	0.0000	6.8680	Fixed Price	2.5850	0.0000	2.5850	\$(73,821.79)
Total Swap and Options Amount Due BP (Customer):														USD \$(231,813.62)		

**RCID agrees with this Invoice. Funds are to
 be RECEIVED by RCID on 10/5/2022
 Ray M Crooks - Approved on 10-3-2022**



<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 11827921-1
US	Bank: SUN TRUST BANK	Invoice Date: September 30, 2022
Attention: SETTLEMENTS REEDYCREEK	Swift Code/ABA 061000104	Due Date: October 05, 2022
Phone: n/a	Acct. Number: /6215215046213/REEDY CREEK	Citi Katie Payne
Fax: n/a		Phone: 1-713-693-6516
Email: Ray.crooks@disney.com		Fax:
		Email: katie.payne@citi.com

**RCID agrees with this invoice. RCID to RECEIVE funds on 10/5/22
APPROVED by Ray M Crooks on 10/3/22**

PAYMENT DUE DATE:	October 05, 2022
TOTAL DUE Reedy Creek Improvement District :	USD -65,073.96 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.

Credit Note

Swaps										
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075193	06/06/2019	NYMEX NG		Oct-22	MMBTU	-15624.00	2.703/MMBTU	6.868/MMBTU	-65,073.96
Total Trades 1									Swaps Sub-Total: -65,073.96	

PAYMENT DUE DATE:		October 05, 2022
TOTAL DUE Reedy Creek Improvement District :		USD -65,073.96 USD

J.P.Morgan

Invoice Ref: JPM419140F	Counterparty:	Description: Standard Settlement Instructions
Invoice Date: 30-Sep-2022	Reedy Creek Improvement District	Pay to: JPMorgan Chase Bank New York
From: J.P. Morgan Chase Bank National Association, New York	1900 Hotel Boulevard	CHASUS33
Telephone:	Lake Beuna Vista	ABA:021000021
Fax:	32830	For a/c: JPMorgan Chase Bank New York
Email: ebms.settlements.bmth@jpmorgan.com	Florida, United States	304256374
Payment Date: 05-Oct-2022		

Commodity Type: Nymex

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
09-Jan-2019	8500012F-3ZAS	Swap	2.716000	-6.868000	01-Oct-2022	31-Oct-2022	21,483.00	-89,197.42
10-Apr-2019	85000F9-7TKB7	Swap	2.746000	-6.868000	01-Oct-2022	31-Oct-2022	15,624.00	-64,402.13
17-Sep-2019	85000F9-8M42S	Swap	2.569000	-6.868000	01-Oct-2022	31-Oct-2022	15,624.00	-67,167.58
05-Mar-2020	8500012F-46DY	Swap	2.435000	-6.868000	01-Oct-2022	31-Oct-2022	17,236.00	-76,407.19
13-Jan-2022	85000F9-EJLJP	Swap	3.938000	-6.868000	01-Oct-2022	31-Oct-2022	138,942.00	-407,100.06
<i>Subtotal USD</i>								-704,274.38

JPMorgan Pays Net (USD) -704,274.38

RCID agrees with this invoice. RCID to
RECEIVE funds on 10/5/22 APPROVED by
Ray M Crooks on 10/3/22

Summary Credit Note

Invoice Date: Oct-03-2022
Invoice Number: 2130761-1
Due Date: Oct-05-2022

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, (247,827.392) USD. Row 2: (247,827.392) USD. Row 3: Due Date: Oct-05-2022, (247,827.39) USD.

RCID agrees with this invoice. RCID to
RECEIVE funds on 10/5/22
APPROVED by Ray M Crooks on 10/3/22

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
22058598	Aug-20-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Sep 28, 2022, You Pay Fixed	15,252 MMBT	Float 6.8680	Fixed 2.56800	(65,583.60) USD
22323412	Dec-08-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Sep 28, 2022, You Pay Fixed	17,236 MMBT	Float 6.8680	Fixed 2.49600	(75,355.792) USD
22543575	Mar-24-2021	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Sep 28, 2022, You Pay Fixed	24,800 MMBT	Float 6.8680	Fixed 2.55800	(106,888.00) USD

Total Due From Morgan Stanley Capital Group Inc. in USD (247,827.39)

Due Date: Oct-05-2022

J.P.Morgan

Invoice Ref: JPM423834F	Counterparty:	Description: Standard Settlement Instructions
Invoice Date: 02-Nov-2022	Reedy Creek Improvement District	Pay to: JPMorgan Chase Bank, N.A, New York
From: J.P. Morgan Chase Bank National Association, New York	1900 Hotel Boulevard	CHASUS33
Telephone:	Lake Beuna Vista	ABA 021000021
Fax:	32830	For a/c: JPMorgan Chase Bank, N.A, New York
Email: ebms.settlements.bmth@jpmorgan.com	Florida, United States	304256374
Payment Date: 07-Nov-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-CDIOQ	Swap	2.546000	-5.568200	01-Oct-2022	31-Oct-2022	13,919.00	-42,066.00
26-Apr-2021	85000F9-CKGYV	Swap	2.605000	-5.568200	01-Oct-2022	31-Oct-2022	41,726.00	-123,642.48
<i>Subtotal USD</i>								-165,708.48

JPMorgan Pays Net (USD) -165,708.48

OK to Receive SONAT Hedge Settlement
APPROVED by Ray M Crooks 11-2-2022

Summary Credit Note

Invoice Date: Nov-01-2022
Invoice Number: 2137828-1
Due Date: Nov-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

Table with 2 columns: Description, Amount Due. Row 1: Swap, (76,091.0748) USD. Row 2: (76,091.0748) USD. Row 3: Due Date: Nov-07-2022, (76,091.07) USD.

OK to RECEIVE SONAT Hedge Settlement APPROVED BY Ray M Crooks
11-2-2022

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
23128131	Jan-13-2022	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Oct 3-31, 2022, You Pay Fixed	55,614 MMBT	Float 5.5682	Fixed 4.20	(76,091.0748) USD

Total Due From Morgan Stanley Capital Group Inc. in USD (76,091.07)

Due Date: Nov-07-2022



FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

Stmnt D/T:	11/9/2022 12:00:00 AM	Remit to Party:	006924518	Payee:	006924518
Billable Party:	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	Payee's Bank Account Number:	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	Remit Addr:	P.O. BOX 204032 Dallas, TX 75320-4032	Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			Contact Name:	Sharon Pyburn
				Contact Phone:	(713) 989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	11/10/2022	Invoice Total Amount:	\$2,737.91
Svc Req:	091306597	Sup Doc Ind:	Shipper Imbalance	Invoice Identifier:	000396428
Svc Req K:	3631	Charge Indicator:	Bill on Deliveries	Account Number:	1000038860
Svc Code:	FTS-2	Prev Inv ID:		Net Due Date:	11/18/2022
Invoice Type:	COMMODITY				

11/9/22 *Eileen Fagan*

Begin Transaction Date: 10/1/2022 **End Transaction Date:** 10/31/2022 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	24,317	\$508.23	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	24,317	\$36.48	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	24,317	\$481.48	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	24,317	\$128.88	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	24,317	(\$87.54)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	24,317	\$170.22	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	24,317	\$14.59	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	24,317	(\$109.43)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	24,317	\$70.52	1-31	
												\$1,213.42		
2			16175		Reedy Creek Theme		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	24,667	\$515.54	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	24,667	\$37.00	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	24,667	\$488.41	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	24,667	\$130.74	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	24,667	(\$88.80)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	24,667	\$172.67	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	24,667	\$14.80	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	24,667	(\$111.00)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	24,667	\$71.53	1-31	
												\$1,230.88		
3			16257		Reedy Creek Gen		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	5,884	\$122.98	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	5,884	\$8.83	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	5,884	\$116.50	1-31	

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

Stmt D/T:	11/9/2022 12:00:00 AM	Remit to Party:	006924518	Payee:	006924518
Billable Party:	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	Payee's Bank Account Number:	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	Remit Addr:	P.O. BOX 204032 Dallas, TX 75320-4032	Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			Contact Name:	Sharon Pyburn
				Contact Phone:	(713) 989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	11/10/2022	Invoice Total Amount:	\$2,737.91
Svc Req:	091306597	Sup Doc Ind:	Shipper Imbalance	Invoice Identifier:	000396428
Svc Req K:	3631	Charge Indicator:	Bill on Deliveries	Account Number:	1000038860
Svc Code:	FTS-2	Prev Inv ID:		Net Due Date:	11/18/2022
Invoice Type:	COMMODITY				

Begin Transaction Date: 10/1/2022 **End Transaction Date:** 10/31/2022 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	\$0.0053	\$0.0000	\$0.0053	5,884	\$31.19	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	5,884	(\$21.18)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	5,884	\$41.19	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	5,884	\$3.53	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	5,884	(\$26.48)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	5,884	\$17.06	1-31	
												\$293.61		

Invoice Total Amount: 54,868 \$2,737.91

27 27

11/9/22

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

Stmnt D/T:	11/9/2022 12:00:00 AM	Remit to Party:	006924518	Payee:	006924518
Billable Party:	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	Payee's Bank Account Number:	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	Remit Addr:	P.O. BOX 204032 Dallas, TX 75320-4032	Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			Contact Name:	Sharon Pyburn
				Contact Phone:	(713) 989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	11/10/2022	Invoice Total Amount:	\$19,237.55
Svc Req:	091306597	Sup Doc Ind:	Shipper Imbalance	Invoice Identifier:	000396480
Svc Req K:	5114	Charge Indicator:	Bill on Deliveries	Account Number:	1000038860
Svc Code:	FTS-1	Prev Inv ID:		Net Due Date:	11/18/2022
Invoice Type:	COMMODITY				

11/9/22 *Eileen Fygen*

Begin Transaction Date: 10/1/2022 **End Transaction Date:** 10/31/2022 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	30,969	\$647.25	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	30,969	\$46.45	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	30,969	\$613.19	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	30,969	\$164.14	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	30,969	(\$111.49)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	30,969	\$216.78	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	30,969	\$18.58	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	30,969	(\$139.36)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	30,969	\$89.81	1-31	
												\$1,545.35		
2			16175		Reedy Creek Theme		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	30,969	\$647.25	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	30,969	\$46.45	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	30,969	\$613.19	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	30,969	\$164.14	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	30,969	(\$111.49)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	30,969	\$216.78	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	30,969	\$18.58	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	30,969	(\$139.36)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	30,969	\$89.81	1-31	
												\$1,545.35		
3			16257		Reedy Creek Gen		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	45,576	\$952.54	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	45,576	\$68.36	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	45,576	\$902.40	1-31	

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

Stmnt D/T:	11/9/2022 12:00:00 AM	Remit to Party:	006924518	Payee:	006924518
Billable Party:	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	Payee's Bank Account Number:	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	Remit Addr:	P.O. BOX 204032 Dallas, TX 75320-4032	Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			Contact Name:	Sharon Pyburn
				Contact Phone:	(713) 989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	11/10/2022	Invoice Total Amount:	\$19,237.55
Svc Req:	091306597	Sup Doc Ind:	Shipper Imbalance	Invoice Identifier:	000396480
Svc Req K:	5114	Charge Indicator:	Bill on Deliveries	Account Number:	1000038860
Svc Code:	FTS-1	Prev Inv ID:		Net Due Date:	11/18/2022
Invoice Type:	COMMODITY				

Begin Transaction Date: 10/1/2022 **End Transaction Date:** 10/31/2022 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	\$0.0053	\$0.0000	\$0.0053	45,576	\$241.55	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	45,576	(\$164.07)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	45,576	\$319.03	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	45,576	\$27.35	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	45,576	(\$205.09)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	45,576	\$132.17	1-31	
												\$2,274.24		
4	61237	Kissimmee Cane Island			MARKET									
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	278,008	\$5,810.37	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	278,008	\$417.01	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	278,008	\$5,504.56	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	278,008	\$1,473.44	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	278,008	(\$1,000.83)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	278,008	\$1,946.06	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	278,008	\$166.80	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	278,008	(\$1,251.04)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	278,008	\$806.22	1-31	
												\$13,872.60		

Invoice Total Amount: 385,522 \$19,237.55
27 *27*
 11/9/22

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.



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 #: 219903
Transaction Date: 09/22/2022

Buyer:	Reedy Creek Improvement District	Seller:	Gas South LLC
Address:	5300 Center Drive Lake Buena Vista, FL 32830	Address:	3625 CUMBERLAND BLVD SUITE 1500 ATLANTA, GA 30339
Phone Number:	407-824-7216	Phone Number:	
Email:	Eileen.Ferguson@disney.com	Email:	ConfirmationsPhy@gassouth.com

Delivery Point: Columbia Gulf-Lafayette
Start Date: 10/1/2022
End Date: 10/31/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
10/1/2022	10/31/2022	Fixed Basis Physical - NYMEX Henry Hub Natural Gas Futures (NG)	614 MMBtu <i>ST.</i>	Henry Hub Natural Gas Futures (NG) + \$0.35/MMBtu

Special Conditions:

NYMEX LDS+ \$0.35

EileenFerguson *EF.*

Gas South, LLC

By: g camp
g camp LLC, 9/27/21 09:00

Name: g camp

Title:

Date: Sep 29, 2022

RCID

By: 

Name: Eileen Ferguson

Title: Manager Energy Planning

Date: 10/11/22


09_2022_RCID_Z219903

Final Audit Report

2022-09-29

Created:	2022-09-27
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA398zR1W-nZQptrrT062TF9SsE1SCmWg-


"09_2022_RCID_Z219903" History


 Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)
2022-09-27 - 3:13:49 PM GMT

 Document emailed to garth.camp@gassouth.com for signature
2022-09-27 - 3:14:29 PM GMT

 Email viewed by garth.camp@gassouth.com
2022-09-29 - 11:07:17 AM GMT

 Signer garth.camp@gassouth.com entered name at signing as g camp
2022-09-29 - 11:07:33 AM GMT

 Document e-signed by g camp (garth.camp@gassouth.com)
Signature Date: 2022-09-29 - 11:07:34 AM GMT - Time Source: server

 Agreement completed.
2022-09-29 - 11:07:34 AM GMT



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 #: 219904
Transaction Date: 09/22/2022

Buyer:	Reedy Creek Improvement District	Seller:	Gas South LLC
Address:	5300 Center Drive Lake Buena Vista, FL 32830	Address:	3625 CUMBERLAND BLVD SUITE 1500 ATLANTA, GA 30339
Phone Number:	407-824-7216	Phone Number:	
Email:	Eileen.Ferguson@disney.com	Email:	ConfirmationsPhy@gassouth.com

Delivery Point: SNG Franklinton (Rec)
Start Date: 10/1/2022
End Date: 10/31/2022

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

Start Date	End Date	Product Description	Contract Quantity per DAY	Contract Price
10/1/2022	10/31/2022	Daily Indexed Physical - GDAILY FL Gas Zn3 FDt Com	2200 MMBtu ST.	FL Gas Zn3 FDt Com - \$0.05/MMBtu
Special Conditions: FL Gas Zn3 minus \$0.05/MMBtu. ST.				ST.
RFP - Eileen Ferguson				

Gas South, LLC

By: gcamp
Gas South, LLC 09/29/2022

Name: gcamp

Title:

Date: Sep 29, 2022

RCID

By: *Eileen Jm*

Name: *Eileen Ferguson*

Title: *Manager Energy Planning*

Date: *10/11/22*







09_2022_RCID_Z219904

Final Audit Report

2022-09-29

Created:	2022-09-27
By:	Nicholas Ganey (nicholas.ganey@gassouth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3HARLIhzZo5EeX9k-9b33dnnvI0IzExP

"09_2022_RCID_Z219904" History

-  Document created by Nicholas Ganey (nicholas.ganey@gassouth.com)
2022-09-27 - 3:14:54 PM GMT
-  Document emailed to garth.camp@gassouth.com for signature
2022-09-27 - 3:15:37 PM GMT
-  Email viewed by garth.camp@gassouth.com
2022-09-29 - 11:07:43 AM GMT
-  Signer garth.camp@gassouth.com entered name at signing as gcamp
2022-09-29 - 11:07:57 AM GMT
-  Document e-signed by gcamp (garth.camp@gassouth.com)
Signature Date: 2022-09-29 - 11:07:59 AM GMT - Time Source: server
-  Agreement completed.
2022-09-29 - 11:07:59 AM GMT

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 9/22/2022
Transaction Confirmation #: 6413

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 \$0.1820 per MMBtu

Delivery Period: Begin: 10/1/2022 End: 10/31/2022

Performance Obligation and Contract Quantity:

Type of Transaction: Firm

Contract Quantity: 477 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: 9/27/2022

Buyer: Reedy Creek Improvement District

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

By: Eileen Ferguson

Title: Manager Energy Planning

Date: 09/27/2022

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 9/22/2022
Transaction Confirmation #: 6414

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 \$0.1820 per MMBtu

Delivery Period: Begin: 10/1/2022 End: 10/31/2022

Performance Obligation and Contract Quantity:

Type of Transaction: Firm

Contract Quantity: 456 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: 9/27/2022

Buyer: Reedy Creek Improvement District

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

By: Eileen Ferguson

Title: Manager Energy Planning

Date: 09/27/2022

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 10/18/2022
Transaction Confirmation #: 6711

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: 10/19/2022 End: 10/21/2022

Performance Obligation and Contract Quantity:

Type of Transaction: Firm

Contract Quantity: 90 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: 10/21/2022

Buyer: Reedy Creek Improvement District

Buyer: Handwritten signature of Eileen Ferguson in red ink.

By: Eileen Ferguson

Title: Manager Energy Planner

Date: 10/21/22

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 10/24/2022
Transaction Confirmation #: 6803

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 \$0.0500 per MMBtu

Delivery Period: Begin: 10/25/2022 End: 10/28/2022

Performance Obligation and Contract Quantity:

Type of Transaction: Firm

Contract Quantity: 90 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: 10/28/2022

Buyer: Reedy Creek Improvement District

Buyer: Handwritten signature of Eileen Ferguson in black ink.

By: Eileen Ferguson

Title: Manager Energy Planning

Date: 10/28/2022

**TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY
PHYSICAL PURCHASE AND SALE**

<u>TENASKA MARKETING VENTURES</u>		Transaction Date: 09/22/2022 Transaction #: 3451359
--	--	--

This Transaction Confirmation is being provided pursuant to and in accordance with the master agreement related to the sale and purchase of natural gas (the "Master Agreement") dated June 23, 2021 between REEDY CREEK IMPROVEMENT DISTRICT and TENASKA MARKETING VENTURES, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

SELLER: TENASKA MARKETING VENTURES 14302 FNB Parkway Omaha, NE 68154 Trader: Louis D'angelo Phone: (402) 758-6218 Confirmation Fax: (402) 758-6250 Confirmation E-mail: Confirmations@Tenaska.com Master Agreement No: CT-023802	BUYER: REEDY CREEK IMPROVEMENT DISTRICT P.O. Box 10,000 Lake Buena Vista, FL 328301000 Trader: Michelle Bennett Phone: (407) 824-2566 Confirmation Fax: (407) 824-6504 Confirmation E-mail: eileen.ferguson@disney.com
---	--

Contract Price: NYMEX @ Henry Hub NYMEX Final Settlement Price Plus \$ 0.25 \$US / MMBtus.

Delivery Period: Begin: October 01, 2022 End: October 31, 2022

Performance Obligation and Contract Quantity:

Firm (Fixed Quantity) 5,115 MMBtus / Day <input type="checkbox"/> EFP	Firm (Variable Quantity)	Interruptible
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Delivery Point(s)		
Pipe	Meter	Description
NATURAL GAS PIPELINE COMPANY OF AMERICA LLC	7936	FGT/NGPL VERMILION

Broker:

Special Conditions:

Please confirm that the terms of this Transaction Confirmation accurately reflect our verbal agreement regarding the transaction described herein by executing this Transaction Confirmation and returning it to us via facsimile transmission at (402) 758-6250 or email at Confirmations@Tenaska.com. For questions concerning this Transaction Confirmation, please contact the Confirmation Compliance Department at (402) 758-6270 or ContractComp@Tenaska.com.

Agreed and Accepted:

SELLER: TENASKA MARKETING VENTURES

By: TMV Holdings, LLC
Its Managing Partner



By: Louis D'angelo
Title: Director, Marketing
Date: 9/23/2022

BUYER: REEDY CREEK IMPROVEMENT DISTRICT



By: Eileen Ferguson
Title: Manager Energy Planning
Date: 09/23/2022

October 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 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 October 1, 2022 H.E. 0100 - HE0700 & H.E. 2400	50MWs @ \$47.00/MWh
-------------------------	--	----------------------------

Daily Total: 400 MWhs, \$18,800.00

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

October 1, 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
October 1, 2022
Page Three

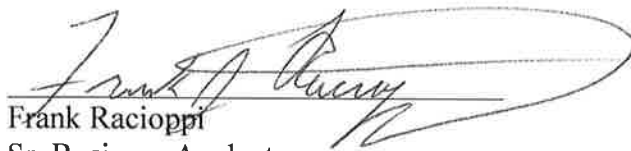
The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket 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 27, 2022. Accepted and agreed to this 26th 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 10-01-22

10/01/2022
400MWhs, \$18,800.00

October 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 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	Sunday October 2, 2022 H.E. 0100 - HE0700 & H.E. 2400	50MWs @ \$47.00/MWh
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Daily Total: 400 MWs, \$18,800.00

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

October 2, 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
October 2, 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 27, 2022.
Accepted and agreed to this 26th 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 10-02-22

10/02/2022
400MWhs, \$18,800.00

October 3, 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	Monday October 3, 2022 H.E. 0100 - HE0500 & H.E. 2400	50MWs @ \$47.00/MWh
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Daily Total: 300 MWhs, \$14,100.00

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
October 3, 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
October 3, 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 27, 2022. Accepted and agreed to this 26th 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 10-03-22

10/03/2022
300MWhs, \$14,100.00

Exhibit A
Form of Confirmation Letter

October 04, 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.

Term & Price	Non-Firm Energy October 5, 2022 HE1-HE7 & HE24 15 MW(minus losses) @ \$44.00 per MWh
Daily Total:	118 MWh, \$5,192.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 04, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 04, 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. October 05, 2022. Accepted and agreed upon this day of October 04, 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

October 05, 2022
118mws @ \$5,192.00

Exhibit A
Form of Confirmation Letter

October 06, 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.

Term & Price	Non-Firm Energy October 07, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$42.00 per MWh
Daily Total:	197 MWh, \$8,274.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 06, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 06, 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. October 07, 2022. Accepted and agreed upon this day of October 06, 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

October 07, 2022
197mws @ \$8,274.00

October 7, 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 October 8, 2022 through Sunday October 9, 2022 H.E. 0100 - HE0700 & H.E. 2400	25MWs @ \$49.00/MWh
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Daily Total:	200 MWhs, \$9,800.00
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Deal Total:	400 MWhs, \$19,600.00
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Delivery Points:	SOCO/FPC Interface.
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Delivery Terms:	<u>RCID</u> will be responsible for all FPC losses and transmission.
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Billing:	All billings to <u>RCID</u> .
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Payment:	All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.
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Past due 20 days after billing date.

Special Conditions:	Non-Firm Energy
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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
October 7, 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 October 7, 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 October 10, 2022. Accepted and agreed to this 7th day of October 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 10-07-22

10/08-09/2022
400MWhs, \$19,600.00

Exhibit A
Form of Confirmation Letter

October 06, 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.

Term & Price	Non-Firm Energy October 10, 2022 HE1-HE7 & HE24 25 MW(minus losses) @ \$42.00 per MWh
Daily Total:	197 MWh, \$8,274.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 06, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 06, 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. October 10, 2022. Accepted and agreed upon this day of October 06, 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

October 10, 2022
197mws @ \$8,274.00

Exhibit A
Form of Confirmation Letter

October 11, 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.

Term & Price	Non-Firm Energy October 11, 2022 HE1-HE7 & HE24 15 MW (minus losses) @ \$44.00 per MWh
Daily Total:	118 MWh, \$5,192.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 11, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 06, 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. October 11, 2022. Accepted and agreed upon this day of October 10, 2022.

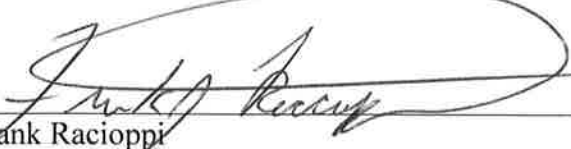
Confirmed and Agreed:

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum
Senior Director, Energy Management

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

October 11, 2022
118mws @ \$5,192.00

Exhibit A
Form of Confirmation Letter

October 12, 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.

Term & Price	Non-Firm Energy October 12, 2022 HE1-HE7 & HE24 15 MW (minus losses) @ \$44.00 per MWh
Daily Total:	118 MWh, \$5,192.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 12, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 06, 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. October 12, 2022. Accepted and agreed upon this day of October 11, 2022.

Confirmed and Agreed:

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Frank Racioppi

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

October 12, 2022
118mws @ \$5,192.00

Exhibit A
Form of Confirmation Letter

October 13, 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.

Term & Price	Non-Firm Energy October 13, 2022 HE1-HE7 & HE24 15 MW (minus losses) @ \$44.00 per MWh
Daily Total:	118 MWh, \$5,192.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 13, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 06, 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. October 13, 2022. Accepted and agreed upon this day of October 12, 2022.

Confirmed and Agreed:

TYR ENERGY LLC

Dusty Mitchum

Dusty Mitchum
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

Frank Racioppi

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

October 13, 2022
118mws @ \$5,192.00

Exhibit A
Form of Confirmation Letter

October 25, 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.

Term & Price	Non-Firm Energy October 26, 2022 HE1-HE7 & HE24 15 MW (minus losses) @ \$40.00 per MWh
Daily Total:	118 MWh, \$4,720.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 25, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 25, 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. October 26, 2022. Accepted and agreed upon this day of October 25, 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
Authorized by
Reedy Creek Improvement District
Subject to Reedy Creek Improvement District
Board of Supervisors Approval

October 26, 2022
118mws @ \$4,720.00

October 26, 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	Thursday October 27, 2022 H.E. 0100 - HE0700 & H.E. 2400	40MWs @ \$41.00/MWh
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Daily Total:	320 MWhs, \$13,120.00
---------------------	-----------------------

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

Delivery Terms:	<u>RCID</u> will be responsible for all FPC losses and transmission.
------------------------	--

Billing:	All billings to <u>RCID</u> .
-----------------	-------------------------------

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
October 26, 2022
Page Three

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Please confirm that the terms stated herein accurately reflect the agreement reached October 26, 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 October 27, 2022. Accepted and agreed to this 26th day of October 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 10-03-22

10/27/2022
320MWhs, \$13,120.00

Exhibit A
Form of Confirmation Letter

October 28, 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.

Term & Price	Non-Firm Energy October 31, 2022 HE1-HE7 & HE24 50 MW (minus losses) @ \$40.00 per MWh
Daily Total:	394 MWh, \$15,760.00
Delivery Points:	FPC/RCID Interface
Delivery Terms:	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
Billing:	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
Payment:	All payments to Tyr will be in accordance to Tyr Invoice.
Special Conditions:	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
October 28, 2022
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached October 28, 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. October 31, 2022. Accepted and agreed upon this day of October 28, 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

October 31, 2022
394mws @ \$15,760.00



**REEDY CREEK
IMPROVEMENT DISTRICT**

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

MEMORANDUM

DATE: November 11, 2022

TO: John Classe

FROM: C. Michael Crikis

SUBJECT: Monthly Report for October 2022

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

Regulatory Activities – sampling and testing

- 440 sites were visited
- 1,369 samples were collected or delivered
- 3,422 tests were assigned
- An On-Site Assessment by a contracted certified assessor was conducted October 3 through October 6. Results from the On-Site Assessment have not been received yet, however, the assessor provided a positive initial feedback during the assessment closing conference.
- Solid and Chemical Materials Proficiency Testing samples for Metals and Inorganic Chemistry were ordered and received.
- The evaluation results for Potable Water Proficiency Testing samples for Microbiology were received with a 100% successful completion.

Mosquitoes Monitoring

- 212 traps were set up in 53 locations per week
- 98,265 mosquitoes were collected and identified
- 210 blood sera samples were submitted for testing
- Although October was a relatively dry month, mosquito populations were elevated due to standing water remaining from Hurricane Ian

Meetings and Educational Sessions Participation

- Attended Florida Aquatic Plant Management Society 46th Annual Training Conference in Daytona Beach, FL
- Attended Leadership Orlando Conference Session 9 in Orlando, FL
- Attended “Communicating with Tact” Training Session at RCID Admin Building, Lake Buena Vista, FL
- Presented at “Mad Scientist Day” with hands on activities including animal cycles & metamorphosis to Kindergarten students, teachers & volunteers at Stevenson Elementary School of the Arts in Merritt Island, FL

Anniversary

- Stephanie Nieves, Biologist II – 1 year

CC: RCID Pollution Control Board

Pollution Control Quarterly Report

Third Quarter 2022 (July–September)

General Information

During the third quarter of 2022, 3,655 samples were collected or delivered from 826 sample sites. A total of 22,709 tests were performed, of which 12,471 or 55% of the total tests were from surface waters.

Water Quality

Surface water quality within RCID is measured according to criteria in Chapter 62-302 of the Florida Administrative Code (FAC) and Numeric Nutrient Criteria specifically for Class III recreational waters. The Reedy Creek watershed includes a large wetland system, which typically has low alkalinity, dissolved oxygen and pH. These parameters may fall outside Chapter 62 FAC water quality criteria, but are not indicative of impairment or pollution.

Routine Monitoring

Environmental Sciences monitored a number of sample locations for permit compliance as well as routine monitoring of surface water and stormwater outfalls and inflows to property.

- Swimming beaches and areas open to the public met FAC guidelines for bathing places for all locations tested.
- Out of the 12,471 surface water tests performed, 99% of tests analyzed met the FAC 62-302 and Numeric Nutrient Criteria guidelines with the following few exceptions (see maps for additional information):
 - **Nitrogen** results were elevated at three locations:
 - 1 location in the L-405 canal; and
 - 2 locations along the L-401 canal system.
 - Elevated **phosphorus** results were present at the following four locations:
 - 1 property outfall north of US 192; and
 - 3 Celebration Village outfalls.
 - **E.coli** exceedances based on a single sample occurred at nine sites (thirteen exceedances) during the third quarter. All exceedances were investigated and follow up samples were collected as necessary.
 - 1 minor exceedance in the Village Lake system;
 - 1 location along the perimeter canal on the NW side of property, minor exceedance;
 - 2 locations in the northern area of the C-1 canal system just south of US 192; staff will continue to watch this area for any trends.
 - 2 locations (3 exceedances) in the L-407 canal system; this area is under close monitoring and further investigation to locate a potential source.
 - 2 locations (5 exceedances) within a drainage ditch between SR 535 and Hotel Plaza Blvd. Staff has been actively source tracking in this area and located some human activity nearby which may be contributing to the exceedances. RCID is working with the property owner to address the debris and deter further impacts in the area.
 - Ten exceedances for **Chlorophyll-a** were recorded within three water bodies as follows:
 - 1 inflow site to the L-407A canal (2 exceedances);
 - 2 locations within the L-405 canal north of the golf course; and
 - The Seven Seas Lagoon system (3 locations and 5 exceedances).
 - **pH** readings at numerous locations across property fell outside the specified criteria. All samples collected within the District jurisdiction remained consistent with historical limits.

Routine Monitoring Continued

- **Total alkalinity** results were outside of regulatory limits for thirty percent of all sites collected and tested across property. The exceedances were generally located in the northern portions of the District which are primarily stormwater conveyance systems.
- The number of criteria exceptions for **dissolved oxygen** measurements (for single site/event) increased from the previous quarter; however, it remains within the typical range for the third quarter when flow in the canal systems increase due to heavy precipitation.
- **Copper** results were elevated at eight sample sites (9 exceedances) as follows:
 - 1 location at Reedy Creek and Reams Road upstream of the District;
 - 2 locations in the L-405 canal north of Bear Island Road;
 - 2 locations in the upper C-1 canal system; and
 - 3 locations (4 exceedances) in the L-407/L-407A canal system.



BV-50A, 09/19/22
E. coli exceedances over several consecutive weeks. Possible human activity source in the area identified.

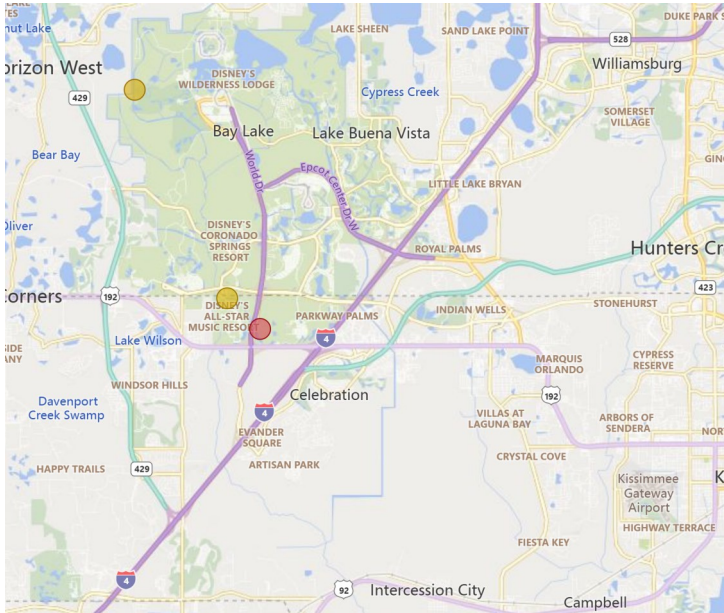


STW-1M, 08/23/2022
Macroinvertebrate normal Modified Hester-Dendy (MHD) score suggests a stable environment.

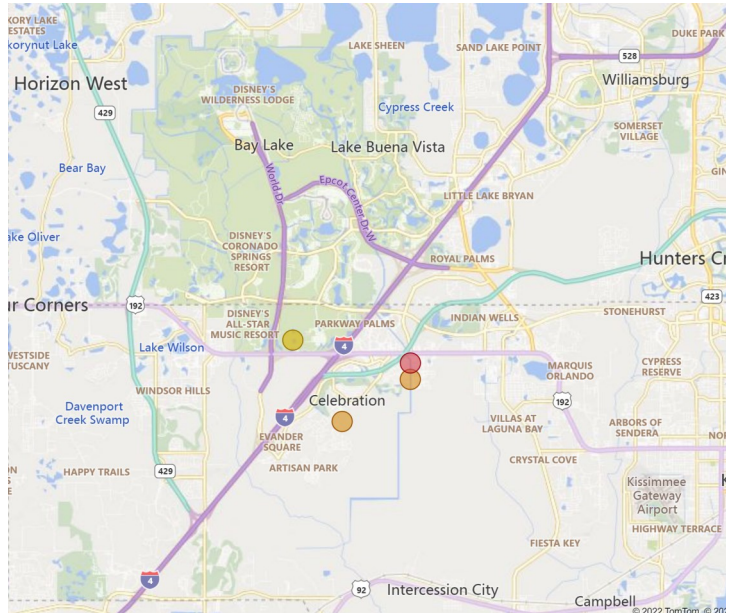
Pollution Control Quarterly Report Third Quarter 2022 (July–September)

Water Quality Outside of Guideline Limits

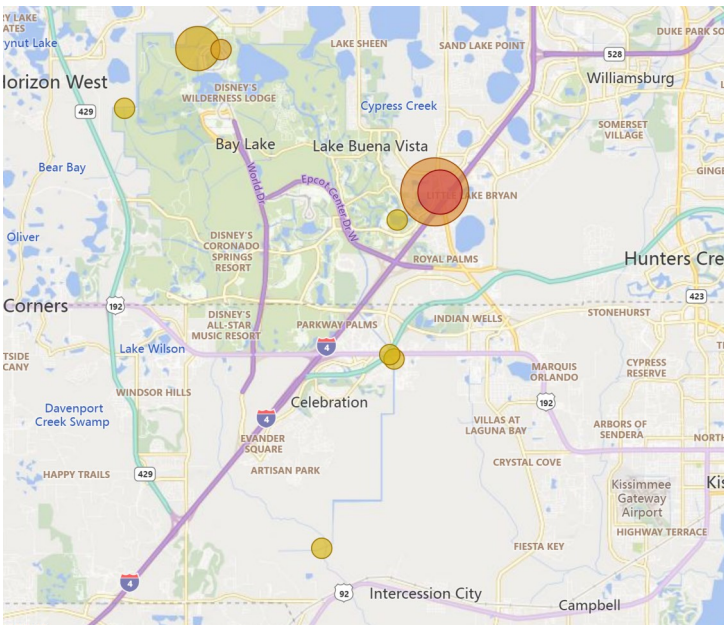
Color Gradient Scale



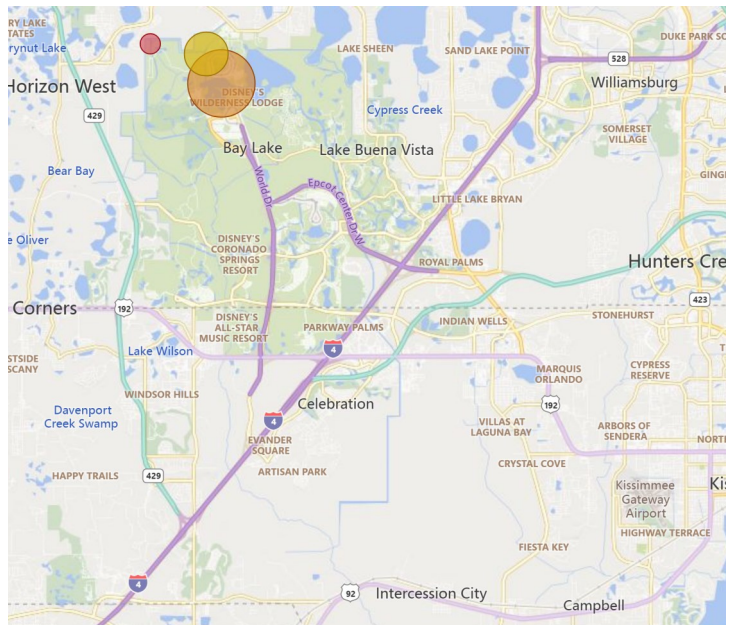
Total Nitrogen (n=3 out of 141, 2.1%)
3 Sample Sites



Total Phosphorus (n=4 out of 148, 2.7%)
4 Sample Sites



E.coli (n=13 out of 145, 9.0%)
9 Sample Sites
Larger dot size = multiple exceedances at the same sample site



Chlorophyll-a (n=10 out of 145, 6.9%)
3 Waterbody Locations
Larger dot size = multiple exceedances at the same sample site

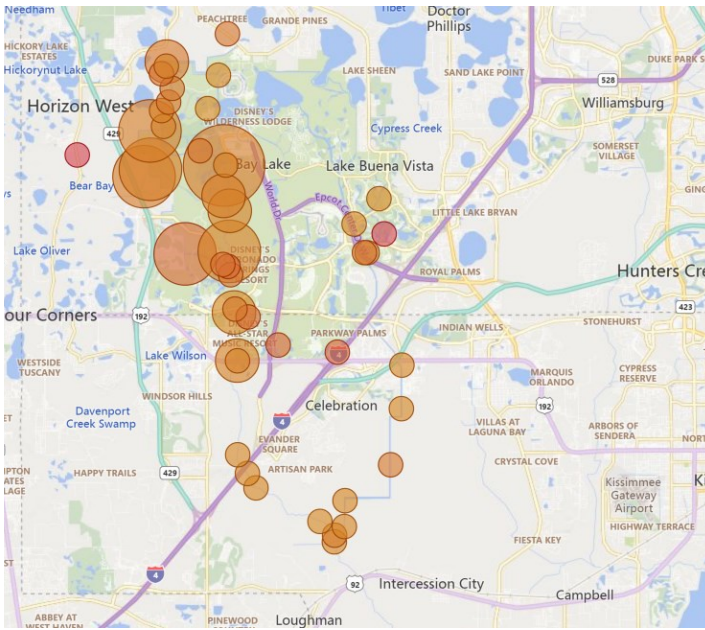
RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display those sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.

Pollution Control Quarterly Report

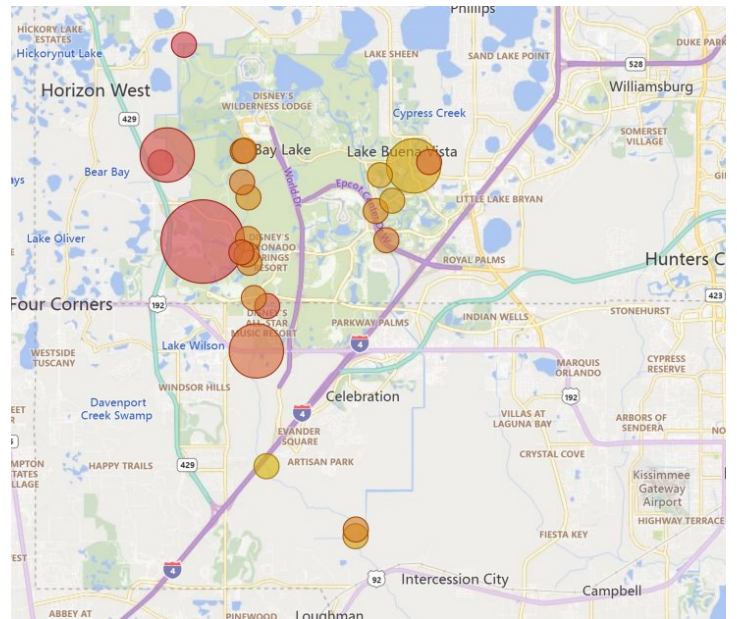
Third Quarter 2022 (July–September)

Water Quality Outside of Guideline Limits

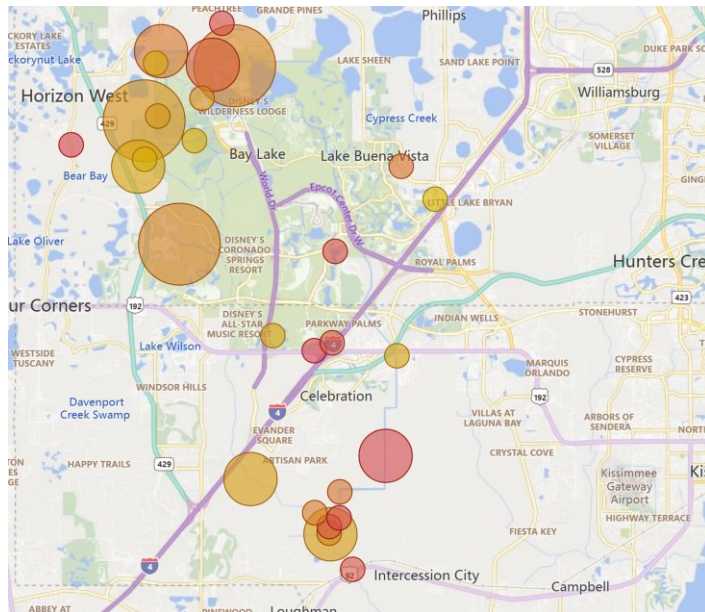
Color Gradient Scale



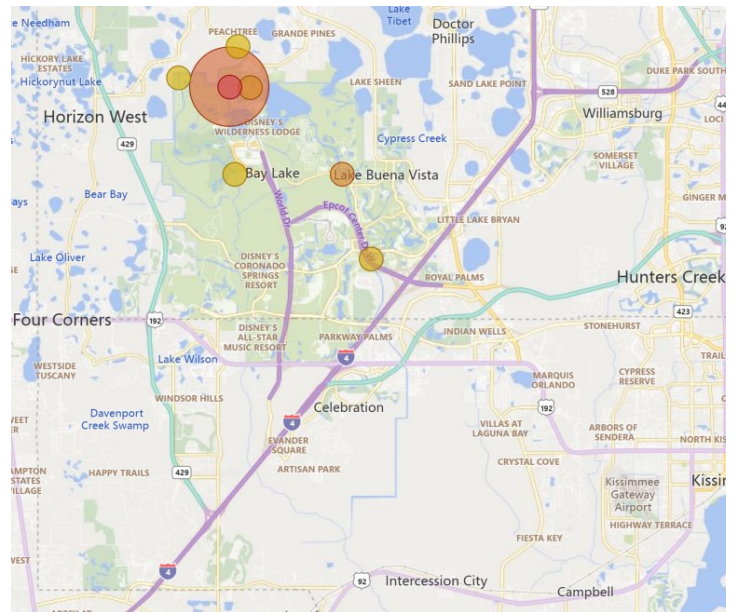
pH (n=64 out of 174, 36.8%)
47 Sample Sites
Larger dot size = multiple exceedances at the same sample site



Alkalinity (n=29 out of 96, 30.2%)
24 Sample Sites
Larger dot size = multiple exceedances at the same sample site



Percent Dissolved Oxygen Saturation (n=41 out of 171, 24.0%)
30 Sample Sites
Larger dot size = multiple exceedances at the same sample site



Copper (n=9 out of 90, 10.0%)
8 Sample Sites
Larger dot size = multiple exceedances at the same sample site

RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display those sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.

*The Reedy Creek Watershed includes a large wetland system which naturally has low alkalinity, dissolved oxygen, & pH. These parameters may fall outside of 62-302 water quality criteria, but are not indicative of impairment or pollution.

Pollution Control Quarterly Report

Third Quarter 2022 (July–September)

Macroinvertebrate Monitoring

During the third quarter of 2022, the Macroinvertebrate Biology Department completed a total of eighteen macroinvertebrate assessments, including five Lake Condition Index (LCI) samples and thirteen MHD (Modified Hester-Dendy Multiplate Sampler) collections. The results of the completed bioassessments within district or jurisdictional waters are shown in the following table.

As indicated, all results from the third quarter were normal or near normal. Somewhat lower results at a few of these sites likely occurred due to seasonal fluctuations in weather and flow, and are probably not representative of declining trends in water quality. Future sampling at these sites will clarify this.

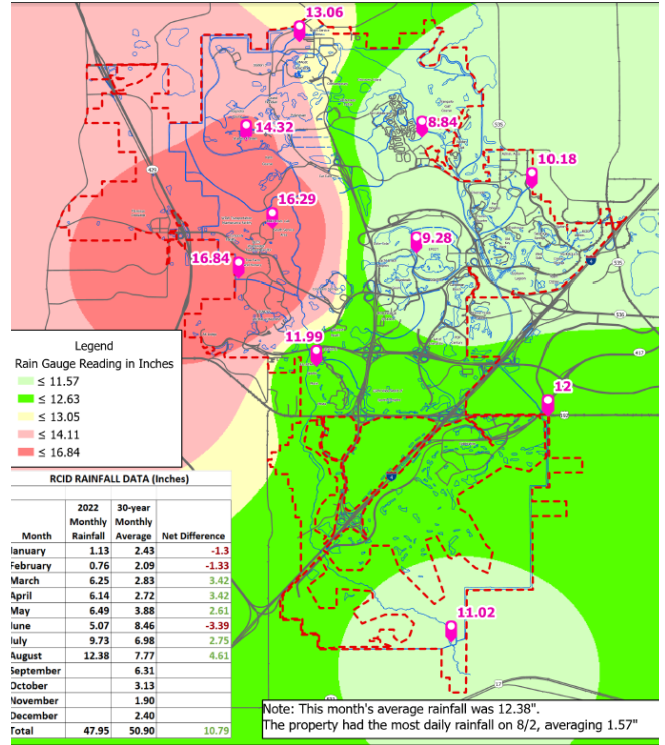
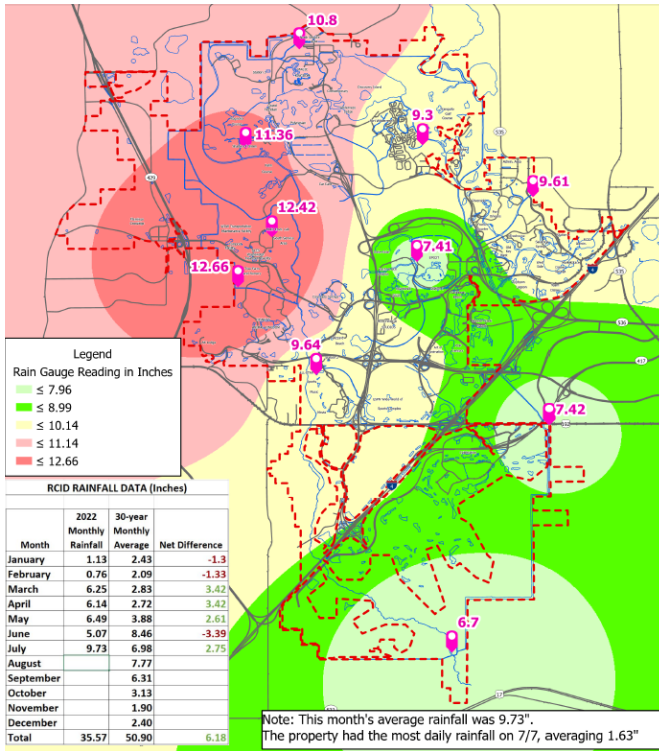
The Biotic Index (BI) and Hulbert Index (HI) are taxa sensitivity indices for streams and lakes, respectively. Higher scores are indicative of better water quality and habitat availability.

SITE	LOCATION	DATE	METHOD	RESULTS
BV-VCOMP	Lake Buena Vista (Village Lake)	7/11/22	LCI	Results normal; LCI score 54, HI = 8
CB-COMP	Caribbean Beach Resort lake	7/25/22	LCI	Results slightly below normal; LCI score 50, HI = 11
RC-6	perimeter canal west of C-4 canal	8/2/22	MHD	Results somewhat below normal due to partial burying; BI = 2
RC-1	Reedy Creek at NW corner of property	8/2/22	MHD	Results normal; BI = 6
RC-13B	Reedy Creek upstream of I-4	8/9/22	MHD	Results normal; BI = 17
C-12A	C-1 Canal just south of US 192	8/15/22	MHD	Results normal; BI = 6
RC-14M	Reedy Creek just below C-1 canal	8/15/22	MHD	Results normal; BI = 23
STW-1M	Cypress Creek above Vista Blvd.	8/23/22	MHD	Results normal; BI = 5
RC-19A	Reedy Creek Canal at the force main	8/29/22	MHD	Results better than normal; BI = 21
L-BCOMP	Bay Lake system	9/6/22	LCI	Somewhat below normal; LCI score 50, HI = 9
RC-6B	Whittenhorse Creek at wooden bridge	9/14/22	MHD	Results normal; BI = 22
RC-7	Reedy Creek Canal downstream of Bear Island Road	9/14/22	MHD	Results normal; BI = 5
RC-21B	Reedy Creek below Osceola Parkway - east branch	9/19/22	MHD	Slightly below normal; BI = 10
STW-4M	Reedy Creek just north of US 192	9/19/22	MHD	Slightly below normal; BI = 11
RC-13D	Reedy Creek at powerline crossing south of Celebration	9/27/22	MHD	Results normal; BI = 21
RC-16A	Davenport Creek just NE of powerline vehicle path	9/27/22	MHD	Results normal; BI = 17

Pollution Control Quarterly Report

Third Quarter 2022 (July–September)

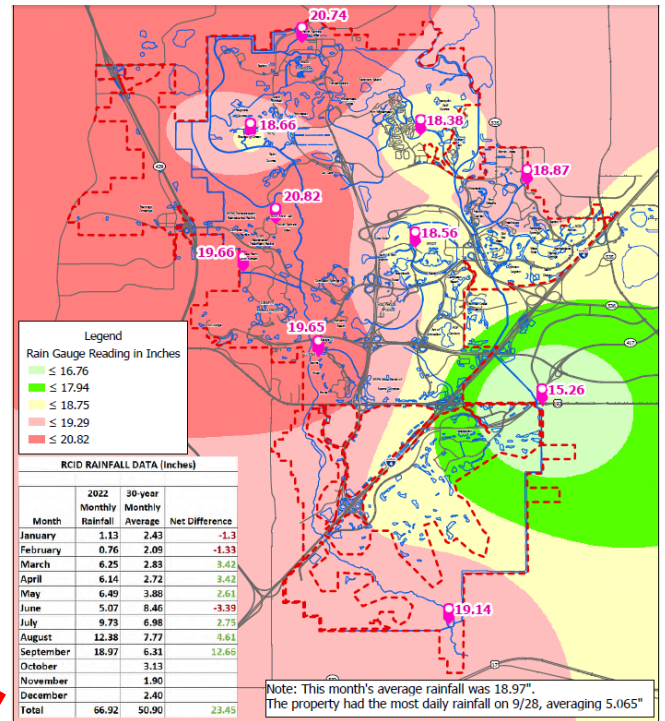
District Rainfall Summary



July 2022

August 2022

RCID RAINFALL DATA (Inches)			
Month	2022 Monthly Rainfall	30-year Monthly Average	Net Difference
January	1.13	2.43	-1.3
February	0.76	2.09	-1.33
March	6.25	2.83	3.42
April	6.14	2.72	3.42
May	6.49	3.88	2.61
June	5.07	8.46	-3.39
July	9.73	6.98	2.75
August	12.38	7.77	4.61
September	18.97	6.31	12.66
October		3.13	
November		1.90	
December		2.40	
Total	66.92	50.90	23.45



September 2022

Human Resources

November 2022

Open Positions

- *Fire Dept.*
 - Firefighter/Paramedic – Accepting applications; closing soon
 - EMS Paramedic- Accepting applications; closing soon
 - Communicator- Interviews and assessments being scheduled
 - Assistant Chief- Communications- Accepting applications
- *Building & Safety*
 - Mechanical Inspector – Accepting applications
 - Fire Prevention Assistant- Permit Technician- Phone screenings and interviews are being conducted
- *Facilities*
 - Senior Construction Coordinator- Interviews being conducted
 - Facilities Maintenance Specialist- Accepting applications
- *Finance*
 - Finance Associate- Accepting applications
- *Human Resources*
 - Administrative Assistant- Accepting applications
- *Planning & Engineering*
 - Senior Civil Engineer- Project Manager (Hydraulics)- Accepting applications

Filled Positions:

- *None for November*

Resignations/Retirements

- *Paul Conroy- Sr. Construction Coordinator- Facilities-administrative termination effective 10/27/22*



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

To: John Classe

From: Michael Rickabaugh

Subject: Monthly Report – October, 2022

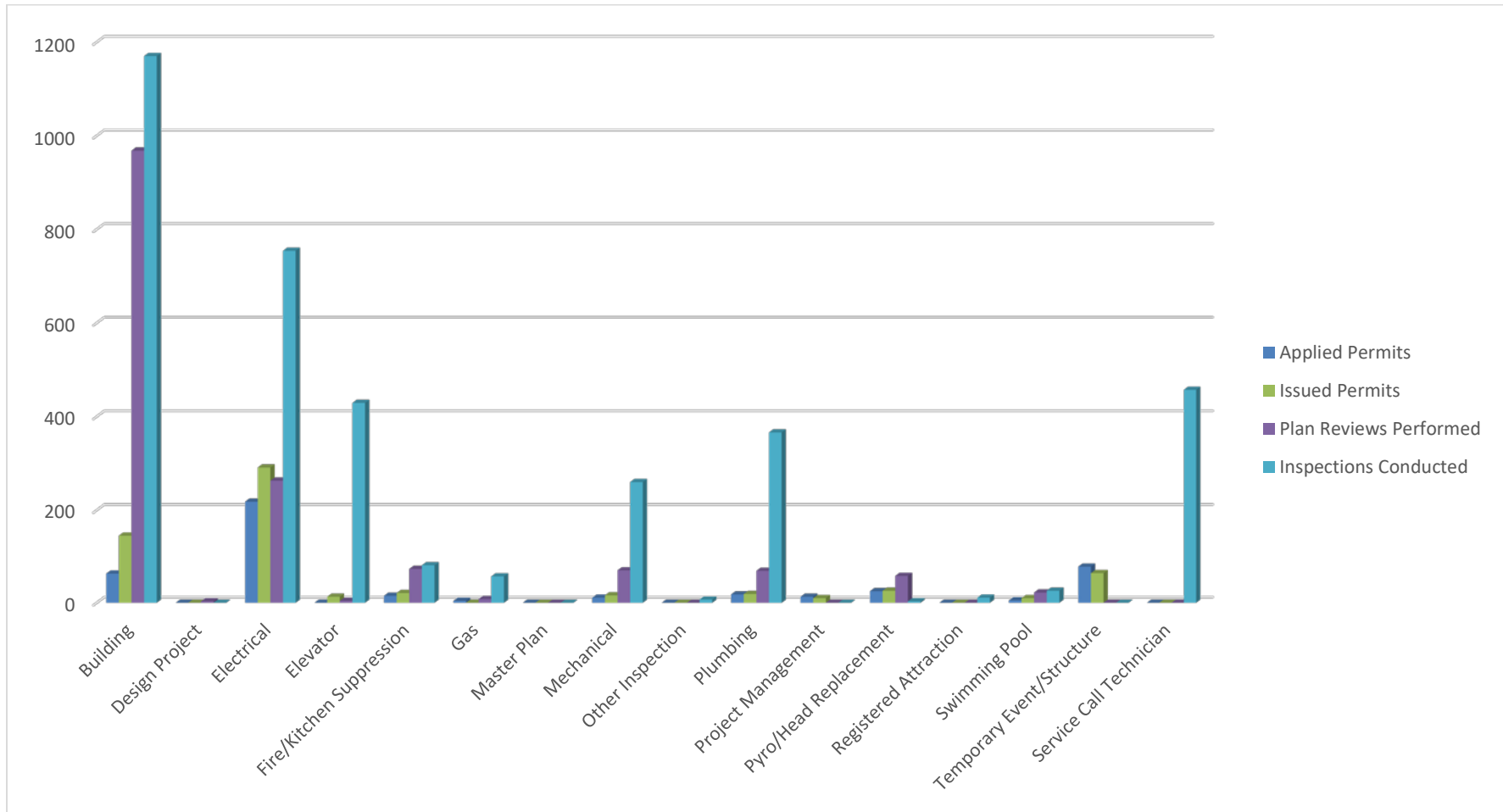
Department: Building & Safety

November 11, 2022

Regulatory Activities:

- Certificate of Construction Completion Issued:
 - AK Kidani Village Pool Bar & Restroom Bldg Roof Replacement
 - Allstar Music Commercial Bldg Fire Panel Replacements
 - Allstar Sports Guestroom Renovation-Bldg 07
 - Best Friends Pet Care Facility Addition
 - Contemporary Guest Rooms & Suites Renovation
 - Contemporary Meeting Facility AHU Replacements
 - Contemporary Sand Bar Restaurant RTU 4,5,6 Replacement
 - Contemporary South Garden Wing Suite Renovation
 - DC 3 Refrigeration Replacement
 - Disney Property Wide Door Lock Monitoring Device Installation - Allstar Music
 - Dumbo Entrance Marquee Replacement
 - EP Project S
 - Flamingo Crossings- Target
 - Germany Lift Station Renovation
 - Grand Floridian Bldg 08 Roof and Stairwell Replacement
 - Grand Floridian Guestroom Renovation - Bldg 08
 - Hilton Buena Vista Palace Convention Center Remodel
 - Le Cirque Du Soleil EV Chargers Installation
 - Playhouse Disney Fire Alarm System Rehab
 - Port Orleans Riverside Bldg 37 Roof Replacement
 - Project G 202-1
 - Project G- Facility 201 Demo
 - Project U - Facility Demo
- Certificate of Occupancy Issued:
 - Guardians of the Galaxy: Cosmic Rewind
 - Guardians of the Galaxy: Cosmic Rewind- Treasures of Xandar
 - Flamingo Crossings- Target
 - Allstar Sports Guestroom Renovation - Bldg 10
 - Grand Floridian Victoria & Albert's Refresh
 - Japan Support Shop Office Renovations
 - Fantasia Gardens Maintenance Building
 - Flamingo Crossings - Firehouse Subs
 - Discovery Diner Breakroom Refresh
 - Hilton BVP Tenant Improvement

Division	Applied Permits	Issued Permits	Plan Reviews Performed	Inspections Conducted
Building	63	145	968	1170
Design Project	0	0	3	0
Electrical	218	291	263	754
Elevator	0	13	4	429
Fire/Kitchen Suppression	15	21	73	81
Gas	4	0	8	57
Master Plan	0	0	0	0
Mechanical	11	16	70	260
Other Inspection	0	0	0	7
Plumbing	18	19	69	366
Project Management	13	10	0	0
Pyro/Head Replacement	25	26	58	3
Registered Attraction	0	0	0	11
Swimming Pool	5	10	22	26
Temporary Event/Structure	78	64	0	0
Service Call Technician	0	0	0	457
Total	450	615	1538	3621



Celebrations:

- Work Anniversaries:
 - Robyn Weitknecht – 6 years, Building & Plans Engineer

PLANNING & ENGINEERING

DEPARTMENT

OCTOBER 2022

ACTIVITY REPORT

SUBMITTED BY

KATHERINE LUETZOW, P.E.

REGULATORY REVIEWS

BUILDING PERMIT REVIEW

- Reviewed 103 / Approved 87
- Awaiting Approval - 16

CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW

Flamingo Crossings – Sonic

- Initial submittal received 9/1/22. Review completed 10/6/22.

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. Project review was on hold pending the restriping of required ADA spaces. The ADA spaces were restriped as of 10/25/22 and the review restarted. Certificate of Consistency issued 10/31/22.
- Full Site Plan submittal received 10/27/22. Site Plan approval issued 10/31/22.

NHCS Dopey Drive Trailer

- Awaiting project submittal.

Port Orleans Trailer

- Consistency application received 10/21/22. Certificate of Consistency issued 10/26/22.

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.
- Site Plan submittal received 10/17/22. Under review.

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, response received 10/14/22. Certificate of Consistency issued 10/20/22.

CONCURRENCY REVIEW

- Project U – Certificate of Concurrency issued 10/20/22.
- Grand Floridian Project C Employee Lot – Certificate of Concurrency issued 10/31/22.

LANDSCAPE/IRRIGATION REVIEW

- None to report.

ERP / STORM WATER REVIEW

Celebration Island Village Water and Reclaimed Water Booster Pump Stations

- Project set up 7/21/22, initial submittal received 7/22/22. RAI #1 issued 9/8/22, response received 10/19/22.

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.
- Issued Site Civil Approval for pile driving and pile on caps on 10/26/22.

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.
- Site Civil Approval issued on 10/28/22.

Swan & Dolphin Stormwater Improvements

- Project set up 9/8/22, initial submittal received 9/8/22. RAI #1 issued 9/22/22.
- Revised plans received 10/7/22, currently under 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.
- Site Civil Approval issued 10/19/22.

SITE CIVIL REVIEW

Animal Kingdom Hay Trailer

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

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.

Bay Lake Conduit Network New Conduit Installation

- Initial submittal received on 8/26/22 for Packages 1 & 2.
- Initial submittal received on 8/31/22 for Packages 3, 4, 5 & 6.
- Initial submittal received on 9/6/22 for Packages 7 & 8.
- RAI #1 for all Packages issued 9/13/22.
- Revised Packages 1, 2 & 3 submitted 10/10/22.
- Revised Package 7 submitted 10/13/22.
- Revised Packages 4, 5, 6 & 8 submitted 10/14/22.
- Packages 1, 3 and 7 are complete and being reviewed by Compliance.

Contemporary Back Dock Lift Station Replace

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

Coronado Springs - Dig Site Playground Play Surface Renovation

- Initial submittal received 10/17/22. RAI#1 issued 10/26/22.

Disney Springs Frontera Cocina Terrace & Kitchen Expansion

- Initial submittal received 10/17/22. No further comments issued 10/26/22.
- Awaiting erosion control review.

Disney Springs Guest Flow Temp. Tent

- Initial submittal received 2/9/22. RAI #1 issued 2/16/22.

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, response received 10/3/22. Awaiting SWPPP approval.

Epcot Journey Parking Lot Expansion

- Project set up 3/7/19, initial submittal received 8/12/22. RAI #1 issued 8/31/22, response received 10/6/22. RAI #2 issued 10/26/22.

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.

Pioneer Hall Parking Lot Expansion

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

Project 256 Attraction

- Initial submittal received 8/23/22. RAI #1 issued 9/15/22.

SITE CIVIL REVIEW (CONTINUED)

Project Carrot

- Initial submittal received 8/12/22. RAI #1 issued 8/17/22. No further comments on 9/14/22.
- Awaiting erosion control review.

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.

ST Coke Kiosk

- Project set up 8/12/22, initial submittal received 8/16/22. RAI #1 issued 8/23/22, response received 10/14/22. RAI #2 issued 10/28/22.

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

- Three (3) dewatering application reviewed & approved
- Two (2) dewatering setup were inspected & approved for use

RIGHT OF WAY PERMITS ISSUED

Permit #1866 LYNX Bus Shelter Removal - 1700 ERB

- Received 7/6/22, issued 10/11/22

Permit #1867 LYNX Bus Shelter Removal - 2101 ERB

- Received 7/6/22, issued 10/11/22

Permit #1868 Holiday Services Icon Christmas Tree Oversize Load Haul 2022

- Received 9/30/22, issued 10/26/22

Permit #1869 Greenleaf Temporary Trailer OVERSIZE Haul

- Received 10/13/22, issued 10/13/22

Permit #1870 Wine and Dine Half Marathon Weekend 2022

- Received 10/10/22, issued 10/27/22

Permit #1871 I-4 and W Osceola Parkway Washout and Damaged Pipe at Bonnet Creek

- Received 10/19/22, issued 10/27/22

Permit #1872 AT&T Cell Site CrownCastle N. Hartzog Rd

- Received 1/28/22, issued 10/28/22

Approval #1873 WD RCID Roadway DMS - World Drive

- Received 7/6/22, issued 10/31/22

Permit #1874 WD RCID Roadway DMS - Buena Vista Drive

- Received 7/6/22, issued 10/31/22

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. Need Plans and Report prepared by current engineer.

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.
- In discussing the Reams Road project with the project team it was determined that Ficquette Road would need its own Drainage Agreement.

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.

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.
- Drainage Agreement not needed, letter sent 10/5/22.

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.
- Recorded Agreement received 10/11/22.

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.

TRIBUTARY BASIN REVIEW (CONTINUED)

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.

Orlando Luxury Resort Hotel

- Sent Initial Contact letter 10/28/22.

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.
- Parcel will be included in Drainage Agreement for Buena Vista Park.

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.
- Received comments from Grantee on 10/26/22.

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
- DS Greenleaf
- Drury Hotel
- Epcot
 - Bus Stop
 - 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
- MK BOH Gate
- NSA Fiber
- Project Tacos
- Project U Demo
- RCID Fiber Expansion Phase 1 and 2
- Splash Mountain Compactor Pad
- Stolport Laydown/Stockpile
- Waterstar
- Western Way/BVD
- Woody's Lunchbox Kitchen
- Woody's Lunchbox Shade Structure
- World Drive Area Development
- 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. Pond work was completed for FY 22, RCID Compliance will start inspections and compiling the list of non-routine maintenance activities for 2023 shortly.
- 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 2023 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. Due to funding constraints, a section of BVD approximately 400' east and west of the intersection of the Riviera Resort Entrance driveway will be constructed this fiscal year.
- 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 later 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. Repair completed.
 - Guardrail repair needed along BVD (north) along southbound lanes. Repair completed.
 - Guardrail repair needed along World Drive (inbound) south of BVD. Repair completed.
 - Guardrail repair needed along World Drive (inbound) under the ECD overpass. 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.
 - BVD (North) outbound flume repair. Repair completed.

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 14th. 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. Due to funding constraints, a section of BVD approximately 400' east and east of the intersection with the Riviera Resort Entrance driveway will be constructed this fiscal year.

TRAFFIC OPERATIONS

- Two (2) traffic signal and ITS maintenance inspections were completed in October.
- ITS team managed traffic for ICON Christmas tree move.
- ITS team responded to Three (3) after hour service requests.
- ITS team managed traffic for ESPS's HBCU and Gartner events.
- 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 27th. 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

Financial Summary – District-Wide DMS & Fiber

November 16, 2022

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 10,500,000					
Hard Costs		\$ 8,278,893	\$ -	\$ 813,379	\$ -	\$ 9,092,272
Soft Costs		\$ 993,083	\$ 15,013	\$ 18,582	\$ -	\$ 1,026,678
Elipsis Engineering & Consulting			\$ 15,013		\$ -	
TOTAL	\$ 10,500,000	\$ 9,271,977	\$ 15,013	\$ 831,961	\$ -	\$ 10,118,950

Percentage of Budget

96%

EXHIBIT A



EXHIBIT B

Programmable Logic Controller (PLC) Replacements – Phase 1

RCID Authorized Funding					
Project	<i>Initial Project Budget</i>	<i>Revised Project Budget</i>	<i>Previous Requests</i>	<i>This Request</i>	<i>Total Requests</i>
PLC Replacements - Phase 1					
Design <i>Fred Wilson & Associates, Inc. (July 2021)</i>		\$100,000	\$92,446		\$92,446
Owner Furnished Material <i>(November 2020)</i>	\$110,000	\$110,000	\$110,000		\$110,000
Construction <i>Revere Control Systems - C006238 (November 2022)</i>	\$280,000	\$155,000		\$135,500	\$135,500
RCES Soft Costs <i>(November 2020)</i> <i>(November 2022)</i>	\$32,000	\$57,000	\$32,000	\$25,000	\$57,000
Contingency <i>Revere Control Systems - C006238 (November 2022)</i>	\$28,000	\$28,000		\$13,550	\$13,550
Total	\$450,000	\$450,000	\$234,446	\$174,050	\$408,496



EXHIBIT C

**AGREEMENT FOR
PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY
BETWEEN
REEDY CREEK IMPROVEMENT DISTRICT
AND
FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

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**AGREEMENT FOR PURCHASE AND SALE OF
ELECTRIC CAPACITY AND ENERGY**

This AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY (this "Agreement") is entered into as of the _____ day of _____, 2022, by and between REEDY CREEK IMPROVEMENT DISTRICT, a special district and political subdivision of the State of Florida, duly constituted under Florida law ("RCID"), and FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law ("FMPA"). RCID and FMPA are referred to also in this Agreement individually as a "Party," or collectively as the "Parties."

WHEREAS, FMPA was created pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, Fla. Stat. (the "Interlocal Act"), and the Joint Power Act, Ch. 361, part II, Fla. Stat. (the "Joint Power Act"), and exercises power and authority granted to it under both or either provision pursuant to its enumerated powers set forth in the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented to the date of this Agreement and as may be amended and supplemented afterwards (the "Interlocal Agreement," and collectively with the Interlocal Act and the Joint Power Act, the "Act") to, among other things, provide a means for Florida municipalities and other electric utilities which are members of FMPA to cooperate with each other on a basis of mutual advantage to provide for the present and projected electric energy needs of such municipal corporations and other entities;

WHEREAS, FMPA is authorized and empowered, among other things, (1) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects; (2) to make and execute contracts and other instruments necessary or convenient in the exercise of the powers and functions of FMPA under Florida law; (3) to issue bonds, notes, and other evidences of indebtedness to pay all or part of the costs of acquiring or participating in such electric projects; (4) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and (5) to market and dispose of its surplus capacity and energy for the economic benefit of the All-Requirements Power Supply Project;

WHEREAS, in order to secure an adequate, reliable, and economical supply of electric capacity and energy to supply, with certain exceptions, all of the needs for electric capacity and energy of certain FMPA members contracting with FMPA (the "Project Participants"), FMPA established the "All-Requirements Power Supply Project," which constitutes an "electric project" and a "project" as defined in the Interlocal Act and the Joint Power Act, respectively, and created the System to carry out the All-Requirements Power Supply Project. FMPA has implemented the All-Requirements Power Supply Project by acquiring electric capacity and energy and providing for dispatch, transmission, and other services for sale and delivery to Project Participants contracting with FMPA through whatever means it deems advisable, including, without limitation, the purchase of capacity and energy and dispatching, transmission, and other services, and the

ownership or leasing of generation, dispatching, and transmission facilities or any interest therein or output or services from such generation, dispatching, and transmission facilities;

WHEREAS, the actions taken and to be taken by FMPA to implement the All-Requirements Power Supply Project have been authorized by the Interlocal Act, the Joint Power Act and the Interlocal Agreement, which Interlocal Agreement, the All-Requirements Contract, and this Agreement each constitute an "agreement to implement a project" and a "joint power agreement," as such terms are used in the Joint Power Act.

WHEREAS, FMPA wishes to supply Firm Wholesale Electric Service to RCID, and RCID desires to acquire such power supplies from FMPA, on the terms and conditions set forth herein.

WHEREAS, the capacity and energy that FMPA is selling and delivering to RCID pursuant to the terms of this Agreement is surplus to the needs of the All-Requirements Power Supply Project.

WHEREAS, RCID desires to become a Wholesale Purchasing Member of FMPA, as defined in the FMPA Interlocal Agreement and FMPA By-Laws, as amended.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

“Ancillary Services” shall mean interconnected operations services identified by the Federal Energy Regulatory Commission or other regulatory bodies or agreements as necessary to effect a transfer of capacity and energy from FMPA to RCID.

“Applicable Law” shall have the meaning set forth in Section 21.11.

“Broker” shall have the meaning set forth in Section 11.3(b).

“Business Day” means any day except a Saturday, Sunday, or NERC holiday.

“Capacity Charge” shall have the meaning set forth in Appendix A.

“Capacity Quantity” shall have the meaning set forth in Section 2.1.

“Change in Law Costs” shall have the meaning set forth in Section 21.11.

“Charges” shall mean the Capacity Charge, Non-Fuel Energy Charge, and Fuel Charge set forth in Appendix A.

“Claims” shall mean all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of

an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"DEF" means Duke Energy Florida, LLC.

"Delivery Point" shall have the meaning set forth in Appendix C.

"Due Date" shall have the meaning set forth in Section 6.1(c).

"Electronic Tag" or "e-Tag" means the electronic software mechanism used to schedule a physical Interchange Transaction and the parties to such transaction.

"Energy Quantity" shall have the meaning set forth in Section 2.1.

"Event of Default" shall have the meaning, with respect to FMPA set forth in Section 16.1, and with respect to RCID set forth in Section 16.2, of this Agreement.

"FERC" shall mean the Federal Energy Regulatory Commission.

"Firm Load" shall mean FMPA's All-Requirements Power Supply Project participants, and other wholesale customers, to whom FMPA has a contractual obligation to sell and deliver firm wholesale capacity and energy.

"Firm Wholesale Electric Service" shall have the meaning set forth in Section 2.1.

"Florida PSC" or "PSC" shall mean the Florida Public Service Commission.

"FMPA By-Laws" shall mean the Third Revised and Restated By-Laws of the Florida Municipal Power Agency, as they may be further amended by the FMPA Board of Directors.

"FMPA Interlocal Agreement" shall mean the Interlocal Agreement creating the Florida Municipal Power Agency, as amended.

"FMPA's Agents" shall mean the FMPP or Orlando Utilities Commission personnel responsible for the day-to-day and minute-to-minute unit commitment and dispatching of FMPA's generating resources, or any successor entity(ies) contracted by FMPA to perform such unit commitment and dispatching services.

"FMPP" shall mean the Florida Municipal Power Pool which is the Balancing Authority for FMPA's generating resources.

"FRCC" shall mean the Florida Reliability Coordinating Council.

"Fuel Charge" shall have the meaning set forth in Appendix A.

"Interest Rate" shall have the meaning set forth in Section 6.1(c).

"Instant Message" shall mean internet-based, real-time text transmission over the internet utilized by both Parties' energy control centers to communicate and conduct transactions and

scheduling contemplated by this Agreement. The term shall include, as of the Effective Date, ICE Chat, or its successor messaging platform implemented by both Parties.

“kWh” shall mean kilowatt-hour.

“Letter of Credit” shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U. S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

“Losses” shall mean transmission line losses on the DEF transmission system for Firm Wholesale Electric Service between the Delivery Point and the Metering Points, as determined in accordance with DEF’s Open Access Transmission Tariff.

“Metering Point(s)” shall mean the points of interconnection between the DEF transmission system and the RCID’s system.

“MWh” shall mean Megawatt-hour or 1000 kWh.

“NERC” shall mean the North American Electric Reliability Corporation, or such successor entity approved by FERC.

“Non-Fuel Energy Charge” shall have the meaning set forth in Appendix A.

“Notice” or “Notices” shall have the meaning set forth in Section 21.2.

“OATT” shall mean Open Access Transmission Tariff.

“Party” and “Parties” shall have the meaning set forth in the first paragraph.

“Prudent Utility Practice” shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standard of state regulatory authorities having jurisdiction related to emergency operations or otherwise required by Applicable Law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

“RCID Transmission Service” shall mean Network Integration Transmission Service (“NITS”) between RCID and DEF pursuant to the Network Integration Transmission Service Agreement between RCID and DEF (the “RCID NITSA”).

“Requesting Party” shall have the meaning set out in Section 19.2.

“Service Date” shall have the meaning set forth in Article 3.

“Term” shall have the meaning set forth in Article 3.

ARTICLE 2

FIRM WHOLESALE ELECTRIC SERVICE

Section 2.1. Firm Wholesale Electric Service.

Commencing on January 1, 2025 at 12:00 am EST (the “Service Date”) and continuing through December 31, 2029 at 11:59 pm EST (the “Term”), in accordance with the terms and subject to the conditions hereof, FMPA shall provide and deliver wholesale electric service and RCID shall purchase and receive wholesale electric service, which services shall be referred to as “Firm Wholesale Electric Service” and consist of the following:

- (1) a variable, partial-requirements supply of capacity (the “Capacity Quantity”) as set forth in Appendix A; and
- (2) associated energy as scheduled by RCID (the “Energy Quantity”) as described in Appendix A and pursuant to Article 11.

Section 2.2. Adjustments to Capacity Quantity

RCID may request to increase the Capacity Quantity for any individual calendar month by providing Notice of a specified amount to FMPA at least forty-five (45) calendar days prior to the start of such calendar month (the “Increased Capacity Quantity”). FMPA shall have the right but not the obligation to provide the requested Increased Capacity Quantity and shall provide Notice to RCID of its decision within fifteen (15) business days of receiving the request from RCID. The Capacity Quantity shall revert to the amount specified in Appendix A on the first day of the following calendar month, unless RCID has provided Notice of an Increased Capacity Quantity for such subsequent calendar month(s) in accordance with this Section 2.2. The Increased Capacity Quantity pursuant to this Section 2.2 shall be subject to and contingent upon RCID receiving the associated transmission service from its transmission service provider under terms and conditions acceptable to RCID before the first day of the requested calendar month. RCID shall provide Notice to FMPA immediately upon acquiring such transmission service or its determination that it is unable to acquire such transmission service. If RCID is unable to acquire such transmission service, the Capacity Quantity shall revert to the amount specified in Appendix A for the applicable calendar month.

ARTICLE 3

TERM

Section 3.1. Effective Date.

With the exceptions of the rights and obligations of the Parties with respect to the delivery and sale of Firm Wholesale Electric Service, which shall be subject to fulfillment or waiver in writing by FMPA of conditions precedent under Section 12.2 and the fulfillment or waiver in

writing by RCID of conditions precedent under Section 12.1, this Agreement shall be in force and effect on the latest date signed by the Parties (the “Effective Date”).

Section 3.2. Service Date.

The obligations of the Parties in respect of the supply, delivery, purchase and receipt of Firm Wholesale Electric Service shall commence on January 1, 2025 at 12:00 a.m. E.S.T (the “Service Date”).

Section 3.3. Term.

This Agreement shall remain in effect throughout the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration.

**ARTICLE 4
OBLIGATIONS OF RCID AND FMPA**

Section 4.1. Obligations of RCID.

(a) RCID shall, during the Term, be a Wholesale Purchasing Member of FMPA, pursuant to the FMPA Interlocal Agreement and FMPA By-Laws, and, as such, buy and receive from FMPA Firm Wholesale Electric Service at the prices and amounts set forth in Appendix A.

(b) RCID shall receive delivery of and accept and shall pay FMPA a monthly payment for Firm Wholesale Electric Service on the applicable Due Date in accordance with Section 6.1.

(c) Throughout the Term, RCID shall maintain RCID Transmission Service on DEF’s transmission system to accept capacity and energy under this Agreement and shall designate Firm Wholesale Electric Service as a designated network resource pursuant to RCID’s Transmission Service Agreement with DEF.

(d) RCID shall separately secure any required Ancillary Services necessary to accept the Firm Wholesale Electric Service.

(e) RCID acknowledges and agrees that FMPA shall have no responsibility beyond the Delivery Point.

(f) RCID shall, at its own expense, comply with RCID NITSA and OATT Agreements with DEF.

Section 4.2. Obligations of FMPA.

(a) FMPA shall sell and deliver to RCID at the Delivery Point Firm Wholesale Electric Service for the duration of the Term, as a Wholesale Purchasing Member pursuant to the FMPA Interlocal Agreement and FMPA By-Laws. RCID acknowledges and agrees that FMPA shall not, with the exception of FMPA’s undertaking to use reasonable efforts to deliver Firm Wholesale Electric Service to alternative delivery points, be responsible for reductions in Firm Wholesale

Electric Service during the period of time that deliveries of Firm Wholesale Electric Service to the Delivery Point cannot be made as a result of problems or limitations on DEF's transmission system necessary for the delivery of Firm Wholesale Electric Service. In the event that FMPA is able to find an alternate delivery point not affected by such third-party transmission problem or limitation during such periods of time, FMPA or FMPA's Agents shall so notify RCID's Broker. If RCID directs FMPA to pursue such alternate delivery point, RCID shall directly reimburse FMPA for any additional direct costs FMPA incurs to provide Firm Wholesale Electric Service to such alternate delivery points. If (i) RCID directs FMPA not to pursue such alternate delivery point, (ii) time does not permit FMPA to notify RCID of the alternate delivery point, or (iii) time does not permit RCID to direct FMPA to pursue the alternate delivery point in accordance with applicable scheduling and tagging requirements, then RCID shall have no obligation to pay for or receive the Energy Quantity that otherwise would have been delivered.

(b) FMPA shall operate and maintain its generating resources and transmission system assets and equipment using Prudent Utility Practice.

(c) FMPA shall calculate the amount due on a monthly basis for all Firm Wholesale Electric Service provided in the prior calendar month and shall submit an invoice to RCID for payment. The monthly invoice shall be calculated in accordance with Section 6.1.

ARTICLE 5 SALE AND PURCHASE

(a) FMPA shall at its cost and expense sell and deliver Firm Wholesale Electric Service (i) to the Delivery Point and (ii) in the event of a problem or limitation affecting any transmission system necessary to deliver Firm Wholesale Electric Service to the Delivery Point, FMPA shall use commercially reasonable efforts to arrange delivery to an alternative delivery point. FMPA and RCID will coordinate with respect to the viability and cost responsibility of alternative delivery point, and in accordance with Article 4, prior to scheduling to such alternate delivery point(s). RCID shall purchase and receive Firm Wholesale Electric Service at the Delivery Point or alternate delivery point(s) (as applicable) during the Term. The Charges for such sale and purchase shall be as set forth in Section 6.1.

(b) The Firm Wholesale Electric Service sold and delivered by FMPA to RCID hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

(c) RCID acknowledges and agrees that FMPA, or FMPA's Agents, shall have the absolute authority, which FMPA or FMPA's Agents may exercise in their sole discretion, to manage, control, operate and maintain the electric resources used to supply Firm Wholesale Electric Service to RCID under this agreement. FMPA may serve RCID with energy from any resource(s) available to it without limitation.

(d) The sale of Firm Wholesale Electric Service by FMPA under this agreement does not constitute either: (1) a sale, lease, transfer, or conveyance of an ownership interest or

contractual right in or to any specific generation facility or resources; or (2) a dedication of ownership or an entitlement to the capacity or output of any specific generation facility or resource operated by FMPA or the All-Requirements Power Supply Project.

ARTICLE 6 PRICE AND BILLING

Section 6.1 Billing and Payment.

(a) From and after the Service Date, on or before the 10th day following the last day of each month during the Term, FMPA shall provide to RCID an invoice showing the total amount due to FMPA for the preceding month, which invoice shall itemize (1) the monthly Capacity Charge; (2) the monthly Non-Fuel Energy Charge; (3) the monthly Fuel Charge; and (4) any other charges for which RCID is responsible under this agreement for the previous month. FMPA shall provide monthly invoices to RCID electronically at the following email address:

ray.crooks@disney.com

lisa.mears@disney.com

RCID.Broker@disney.com

(b) In addition to the payments set forth in Section 6.1(a) (Billing and Payment), each FMPA invoice shall include the following adjustments:

- (1) any billing corrections or adjustments, including charges or credits, or both, identified by either of the parties subsequent to the last invoice, which are not subject to interest;
- (2) any billing corrections, including charges or credits, that the parties have mutually agreed upon or otherwise resolved in accordance with Section 6.4 (Billing Adjustments) subsequent to the last invoice, which are subject to interest in accordance with Section 6.4 (Billing Adjustments); and
- (3) any delinquent amounts, which are subject to interest in accordance with Section 6.1(c) (Billing and Payment).

(c) Each monthly payment by RCID shall be due and payable on or before the 15th day after the date the invoice is transmitted to RCID, or the next business day if such day falls on a non-business day (the "Due Date"). RCID shall make payment to FMPA in accordance with Section 6.2 (ACH Deposit). If payment in full has not been received by FMPA on or before the Due Date, then RCID shall pay interest on the amount of RCID's monthly invoice not paid, in whole or in part, by the Due Date, from the Due Date until such amount is paid in full, together with all accrued interest. Such interest shall be compounded daily at the prime interest rate as published in the Wall Street Journal (the "Interest Rate") plus 2%. In any 24-month rolling period where RCID thrice does not make full payment by the Due Date, RCID shall within 15 days of FMPA's written Notice, deposit cash or secure a Letter of Credit for FMPA in an amount equal to

the monthly average billing over the prior 12 months. FMPA shall return the cash deposit on the first billing after this condition is no longer in effect or RCID can terminate the Letter of Credit.

Section 6.2 ACH Deposit.

Payment should be made by the transfer of funds from RCID’s bank account, using an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check.

ACH/ETF:

Bank Name:	Wells Fargo
Routing Number:	# 121000248
Account Number:	# 4943550913

Wire Transfers

Bank Name:	<u>Wells Fargo Bank</u>
Routing Number:	# 121000248
Account Number:	# 4943550913
Account Name:	

Section 6.3 Disputed Bills Must be Paid.

(a) If, after receiving an invoice (or any other statement or bill pursuant to this Agreement), RCID reasonably questions or disputes the amount or propriety of any payment or amount claimed by FMPA to be due pursuant to this Agreement, RCID shall provide FMPA with written Notice of such disputed invoice amount. FMPA and RCID shall cooperate in good faith to resolve any question or dispute prior to the Due Date. However, notwithstanding the Notice of a disputed invoice amount, RCID shall make all payments in full in accordance with all invoices issued by FMPA. Adjustments with interest shall subsequently be made, if appropriate, as set forth in Section 6.4 (Billing Adjustments).

Section 6.4 Billing Adjustments.

(a) RCID shall have twelve (12) months after the receipt of any invoice (or any other statement or bill made pursuant to this Agreement) to question or contest the amount or propriety of any charge or credit, or both, on such invoice, statement, or bill. In the event RCID questions or disputes any such charge or credit, or both, FMPA shall within 60 days of its receipt of any such question or dispute to review the subject charge or credit and provide Notice to RCID of the findings of its review. Any error in the amounts reflected on such disputed invoice, statement, or bill and the amount of any adjusted payment that either Party is required to make as a result of such re-determination will be identified by FMPA in writing.

(b) If, within twelve (12) months of issuance, FMPA discovers an error in any invoice issued pursuant to this Agreement, FMPA shall have the right to correct such invoice. Any invoice

correction shall be in writing and shall state the specific basis for the correction. An invoice correction shall constitute a new invoice for all purposes of this Agreement.

(c) Not later than the 15th day after receipt by RCID of written notification from FMPA of a billing adjustment pursuant to this Section 6.4 (Billing Adjustments), the Party required to make such payments, if any, shall make payment to the other Party in immediately available funds. If a billing adjustment made pursuant to this Section 6.4 (Billing Adjustments) results in a payment by FMPA to RCID, such amount shall include interest, compounded daily, at the Interest Rate from the date payment was received by FMPA until the date such payment together with all added interest is paid.

Section 6.5 Availability of Records.

Until the end of twelve (12) months after the receipt of any invoice, each Party shall, at its own expense with respect to any invoice submitted or payment requested under this Agreement for Firm Wholesale Electric Service provided to RCID, make available to the other Party and each Party may audit, such books and records of the other Party (or other relevant information to which such Party has access) as are reasonably necessary to calculate and determine the accuracy of amounts shown on such invoice to verify the appropriateness of the invoiced amounts. Upon written request and reasonable notice, each Party shall make available to the other Party copies of or access to such books and records during normal business hours, at such requesting Party's sole expense for purposes of conducting such an audit. In the event either Party determines that an invoice was not accurate or appropriate, it shall provide Notice to the other Party in writing of the alleged discrepancy and, in its opinion, the necessary correction. Within 15 days following receipt of such Notice, the Party receiving such Notice shall make such payments or take such other actions as are necessary to correct or dispute the alleged discrepancy.

Section 6.6. Taxes, Fees and Levies, Sales for Resale.

(a) FMPA shall be obligated to pay all present and future applicable taxes, fees and levies that may be assessed upon FMPA by any governmental authority on the sale to RCID of Firm Wholesale Electric Service or any component thereof. From and after the Effective Date, FMPA shall promptly provide Notice to RCID of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing any new taxes, fees and/or levies (or any increases in the rates of any taxes, fees and/or levies) (collectively, "New Tax") upon the sale of Firm Wholesale Electric Service. Each such New Tax shall be identified in a separate line item on the monthly invoice from FMPA to RCID for Firm Wholesale Electric Service. RCID shall reimburse FMPA for any New Tax paid by FMPA as a result of providing Firm Wholesale Electric Service to RCID under this Agreement.

**ARTICLE 7
WHOLESALE PURCHASING MEMBERSHIP**

Section 7.1. Wholesale Purchasing Membership.

Pursuant to this Agreement, RCID hereby requests, and FMPA hereby accepts, RCID's membership as a Wholesale Purchasing Member of FMPA, as defined in the FMPA Interlocal Agreement and FMPA By-Laws. RCID's Wholesale Purchasing Membership rights and obligations are limited to the rights and obligations provided in this Agreement. RCID is not entitled to designate a director to serve on the FMPA Board of Directors, nor may RCID participate in an FMPA project without becoming a signatory and party to the FMPA Interlocal Agreement.

**ARTICLE 8
RESERVED**

**ARTICLE 9
CONTINUITY OF SERVICE**

Section 9.1. Interruptions.

FMPA shall supply and deliver Firm Wholesale Electric Service hereunder to the Delivery Point with the firmness and priority equal to FMPA's Firm Load. FMPA shall not be responsible for any failure to deliver Firm Wholesale Electric Service and RCID shall not be responsible to pay for any Firm Wholesale Electric Service not delivered to the Delivery Point due to (a) transmission system operations outside of FMPA's transmission system or (b) interruptions of transmission service necessary to deliver Firm Wholesale Electric Service to RCID if initiated by the FRCC reliability coordinator. FMPA disclaims any liability for third-party claims arising out of any failure to supply Firm Wholesale Electric Service hereunder, or for interruption or abnormal voltage of the supply.

Section 9.2. Capacity Shortfalls.

During the Term, in the event of a capacity shortfall that requires load interruption, FMPA shall take such action as set forth in Section 11.4 showing no adverse distinction between RCID and FMPA's Firm Load.

Section 9.3. Shortfall Notification.

FMPA will promptly inform RCID as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of Firm Wholesale Electric Service to RCID.

**ARTICLE 10
DELIVERY VOLTAGE**

Section 10.1 Delivery Voltage.

The delivery voltage at the Delivery Point (or any alternate delivery point) shall be as agreed between DEF and FMPA. FMPA and RCID shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each Party shall endeavor, to the extent practicable, to keep the other Party advised of significant developments related to their respective power supply facilities.

**ARTICLE 11
DELIVERY, LOSSES, AND SCHEDULING**

Section 11.1. Delivery.

Firm Wholesale Electric Service shall be delivered by FMPA to RCID at the Delivery Point. Title to and risk of loss related to the Firm Wholesale Electric Service shall transfer from FMPA to RCID at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. FMPA shall not incur any expense or risk beyond the Delivery Point and RCID shall not incur any expenses or risk up to and at the Delivery Point.

Section 11.2. Losses.

RCID is responsible for supplying energy to serve Losses in accordance with the RCID NITSA.

Section 11.3 Scheduling.

(a) RCID shall have the right but not the obligation to schedule an Energy Quantity. RCID shall be responsible for all tagging and other generation scheduling activity necessary for the delivery of the Energy Quantity. Notification of the desired Energy Quantity, which may be any whole MW increment from zero (0) up to the Capacity Quantity (as specified in Appendix A) or Increased Capacity Quantity (pursuant to Section 2.2) for each hour for a minimum of eight (8) consecutive hours each day, shall be made to FMPP's trading desk by recorded phone line or Instant Message no later than 8 AM Eastern Prevailing Time (EPT) on the Business Day prior to the schedule start. Any change to a schedule made after the scheduling deadline shall be deemed a schedule change. RCID may make up to six (6) schedule changes per Calendar Day, provided the amount of change for any given hour may not exceed 20 MW per change. RCID must provide any changes to the schedule via the electronic tag at least one (1) full hour prior to the start of the ramp into the hour being changed. For example, the tag must be modified and approved by 1550 EPT for a schedule change to hour ending 1800 EPT. A schedule change that is made to a single hour or multiple consecutive hours when communicated to FMPP in a single communication is considered one schedule change. All scheduled deliveries will be implemented by the FMPP to the extent consistent with Good Utility Practice and the written tariff scheduling parameters of the

Transmission Provider. Each Party shall promptly notify the other Party's Broker of any known applicable communication equipment failure that could affect the Party's ability to schedule energy hereunder and the Parties shall work together to avoid any interruption of service upon a failure of electronic transmittal of a schedule.

(b) For purposes of scheduling coordination, or any other notice required by this Agreement to be sent to a Party's "Broker", the following contact information shall be used (each a Party's "Broker" for purposes of this Agreement):

FMPA Brokers:

Florida Energy Marketing: fem@ouc.com, 407-434-4318

FMPP ECC: fmpp_interchange@ouc.com, 407-434-4383

With copy to: fmpp@fmpa.com

RCID Broker:

RCID.Broker@disney.com, 407-824-4990

Section 11.4 Constancy of Service.

(a) FMPA shall provide Firm Wholesale Electric Service with a priority and firmness equal to FMPA Firm Load.

(b) Notwithstanding any other provision of this agreement, during the Term, in the event that FMPA, or FMPA's Agents, determines in its sole discretion that it is necessary or appropriate for FMPA or the FMPA's control area to shed, interrupt, or curtail Firm Load (including for reason that adequate resources are not available), and FMPA or the control area operator does shed, interrupt or curtail such loads, then the Firm Wholesale Electric Service schedules will be curtailed on a pro rata basis with all of FMPA's Firm Load. Thereafter, Firm Wholesale Electric Service will be restored consistent with the restoration of service to FMPA's Firm Load. For actions taken pursuant to this Section 11.4(b), neither FMPA, nor FMPA's Agents shall be in breach of this agreement by reason of, and shall have no liability whatsoever to RCID and FMPA hereby expressly disclaims all third party liability for, any failure to make capacity available under this agreement, or for any failure to deliver or any interruption in the delivery of energy under this Agreement or for any deficiency in the quality of service under this Agreement unless such failure is the sole result of the gross negligence or willful misconduct of FMPA.

(c) RCID shall follow FMPP operator instructions regarding schedule curtailment. If RCID does not follow the timely instructions of FMPA's Agents for system operations, and RCID's inaction results in FMPA having to purchase emergency or other energy, or results in any imbalance, unreserved use or other penalties to either FMPA or RCID, or any other penalties or costs, FMPA shall not be responsible for any such costs incurred by FMPA or RCID, or both.

ARTICLE 12
CONDITIONS PRECEDENT

Section 12.1. RCID Conditions Precedent.

The obligations of RCID under this Agreement to purchase and receive Firm Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before January 1, 2024, any one of more of which may be waived only in writing, in whole or in part, by RCID:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of FMPA contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on RCID's rights, remedies or benefits under this Agreement; (ii) FMPA shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date; and (iii) FMPA shall have delivered a certificate signed by one of its duly authorized officers certifying as to the fulfillment of the conditions set forth in the foregoing clauses (i) and (ii).

(b) No Material Adverse Change. No change in the business, properties, assets, generating resources, transmission system, financial condition, results of operations or prospects of FMPA shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on FMPA's ability to perform its obligations under this Agreement.

(c) Absence of Litigation. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against FMPA with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of FMPA to perform its respective obligations under this Agreement.

(d) Transmission Service. RCID has obtained transmission service from DEF necessary to receive Firm Wholesale Electric Service at the Delivery Point by January 1, 2024.

Section 12.2. FMPA Conditions Precedent.

The obligations of FMPA under this Agreement to sell and deliver Firm Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before January 1, 2024, any one or more of which may be waived only in writing, in whole or in part, by FMPA:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of RCID contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given

on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on FMPA's rights, remedies or benefits under this Agreement; and (ii) RCID shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) No Material Adverse Change. No material adverse change in RCID's electric facilities, electric business, financial condition, results of operations or prospects of RCID shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(c) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against RCID with respect to this Agreement which might have a material adverse effect on the ability of RCID to perform its respective obligations under this Agreement.

(d) Transmission Service. RCID has obtained transmission service from DEF necessary to receive Firm Wholesale Electric Service at the Delivery Point by January 1, 2024.

Section 12.3. Coordination.

RCID and FMPA shall cooperate with each other and use all commercially reasonable efforts to (a) promptly prepare and file all necessary documentation, (b) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (c) obtain all necessary consents, approvals and authorizations, including those of other parties necessary or advisable to consummate the transactions contemplated by this Agreement, all of which are set forth in Appendix B.

Each Party shall keep the other Party reasonably apprised of the status of the conditions precedent to the occurrence of the Service Date applicable to it. The Parties shall reasonably coordinate so that subject to the satisfaction of other prior conditions, the certificates and opinions to be delivered by a Party hereunder in connection with the Effective Date have been provided by the Effective Date.

ARTICLE 13 TERMINATION

Section 13.1. Termination Prior to Service Date.

If the conditions precedent to RCID's obligations hereunder set forth in Section 12.1 hereof have not been satisfied or waived on or prior to January 1, 2024, then on or before April 1, 2024, RCID may terminate this Agreement upon written Notice of termination to the FMPA, without any liability or obligation of either Party to the other as a result of such termination.

If the conditions precedent to FMPA's obligations hereunder set forth in Section 12.2 hereof have not been satisfied or waived on or prior to January 1, 2024, then on or before April 1,

2024, FMPA may terminate this Agreement upon written Notice of termination to RCID, without any liability or obligation of either Party to the other as a result of such termination.

Section 13.2. Notice.

Each Party shall provide Notice to the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable, that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in Article 12 not to be satisfied on or prior to the Service Date.

**ARTICLE 14
REPRESENTATIONS AND WARRANTIES**

Section 14.1. General Representation and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has or will have prior to the Effective Date full power and authority to enter into this Agreement and perform its obligations hereunder, each to the other Party. The execution, delivery and performance of the Agreement have been duly authorized by all necessary Parties and does not and will not contravene its organization's documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound.

(c) The execution, delivery, and performance by it of this Agreement, each to the other Party, will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is a valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for those approvals listed in Appendix B, no consent, waiver, order, approval, authorization, or order of, or registration, qualification of filing with, any court or other

governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery, and performance such Party of this Agreement that has not been or will by the Effective Date have duly obtained.

(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity. Notwithstanding the foregoing, both Parties acknowledge the State of Florida has enacted legislation that would dissolve RCID effective June 1, 2023.

Section 14.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISIONS OR RECEIPT OF FIRM WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Section 14.3. Termination and Survival.

This Agreement may be terminated earlier than the expiration of the Term as provided for herein. If this Agreement is terminated earlier than the expiration of the Term for any reason, including, without limitation, whether by its terms, mutual agreement, early termination, or Event of Default, such termination shall not relieve any Party of any obligation accrued or accruing prior to the effectiveness of such termination. Furthermore, any obligations, limitations, exclusions and duties which by their nature or the express terms of this Agreement extend beyond the expiration or termination of this Agreement, including, without limitation, provisions relating to compliance requirements, accounting, billing (associated with billing cycles that occurred prior to the termination of this Agreement), billing adjustments (associated with billing cycles that occurred prior to the termination of this Agreement), limitations or liabilities, dispute resolution, confidentiality, and any other provisions necessary to interpret or enforce the respective rights and obligations of the Parties hereunder, shall survive the expiration or early termination of this Agreement.

ARTICLE 15 SECURITY

Section 15.1. FMPA Security.

FMPA shall maintain a rating on senior unsecured debt securities of FMPA by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to RCID of A-,of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to RCID senior unsecured debt securities, if any, whichever is lower. In the event that FMPA's credit rating fails to meet said credit standing and FMPA fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen, FMPA shall provide Notice to RCID thereof and shall upon request by RCID provide a Letter of Credit, cash or bond equal to the Capacity Charge for the next three (3) months.

Section 15.2. RCID Security.

RCID shall maintain a rating on senior unsecured debt securities of RCID by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to FMPA of A-,of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to FMPA senior unsecured debt securities, if any, whichever is lower. In the event that RCID's credit rating fails to meet said credit standing and RCID fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen, RCID shall provide Notice to FMPA thereof and shall upon request by FMPA provide a Letter of Credit, cash or bond equal to the Capacity Charge for the next three (3) months.

ARTICLE 16 EVENTS OF DEFAULT

Section 16.1. Events of default by FMPA.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to FMPA:

(a) FMPA shall fail to pay any amounts to be paid by FMPA hereunder to RCID and such failure shall continue for a period of more than ten (10) days after written Notice by RCID.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by FMPA hereunder (other than a default specified in Section 16.1(a)) and such default shall continue unremedied for a period of thirty (30) days after written Notice from RCID specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by FMPA within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, FMPA shall have up to an additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of FMPA or of all or substantially all of the property of FMPA, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or FMPA makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or FMPA is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against FMPA; or all or substantially all of the material property of FMPA is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against FMPA under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) FMPA files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of FMPA or all or substantially all of the property of either.

Section 16.2. Events of default by RCID.

Any one or more of the following shall constitute an “Event of Default” hereunder with respect to RCID:

(a) RCID shall fail to pay any amounts to be paid by RCID hereunder to FMPA in accordance with the terms of this Agreement and such failure shall continue for a period of more than ten (10) days after written Notice by FMPA.

(b) A default shall occur in the performance of any material covenant or condition to be performed by RCID hereunder (other than a default specified in Section 16.2(a)) and such default shall continue unremedied for a period of thirty (30) days after Notice from FMPA specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by RCID within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, RCID shall have up to additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of RCID or of all or substantially all of the property of RCID, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or RCID makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or RCID is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against RCID; or all or substantially all of the material property of RCID is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against RCID under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) RCID files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of RCID or all or substantially all of the property of either.

Section 16.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written Notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written Notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. In addition, if FMPA is the defaulting Party, then RCID shall have the right in addition to its other rights and remedies, but not the obligations, during the continuation of such default and prior to any termination of this Agreement, to purchase energy and capacity, in a commercially reasonable manner considering the circumstances of such default, from third parties and have such delivered to the Delivery Point in quantities sufficient to cover any shortfall in Firm Wholesale Electric Service resulting from such default. If RCID is the defaulting Party and, by reason of RCID's default, FMPA is not receiving all or a portion of the payments in accordance with the terms hereof, then FMPA shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Firm Wholesale Electric Service to RCID upon ten (10) days prior Notice of such intent.

(b) In addition to the remedies set forth in Section 16.3(a), either Party may pursue against the other Party any legal rights and remedies made available under Florida Law.

ARTICLE 17
LIMITATION OF LIABILITY

Section 17.1. No Consequential Damages.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS

SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND COVERED UNDER A PRIMARY POLICY OF LIABILITY INSURANCE, IF ANY ISSUED BY A THIRD PARTY SURETY.

ARTICLE 18 INDEMNIFICATION

Section 18.1. Indemnification.

(a) RCID shall indemnify, defend and hold harmless FMPA, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of RCID's transmission, distribution, or other use of electric capacity and energy beyond the Delivery Point.

(b) FMPA shall indemnify, defend and hold harmless RCID, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of FMPA's generation, transmission, distribution, or other use of electric capacity and energy up to the Delivery Point.

ARTICLE 19 DISPUTE RESOLUTION

Section 19.1. Resolution By Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 19.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representative of the respective Parties fail to resolve the dispute within twenty (20) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 19.2. Should mediation be unsuccessful within the time specified in Section 19.2, the Parties may pursue any legal or equitable remedies available under Florida law.

Section 19.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation pursuant to the procedures set forth in Florida Statutes, Section 44.101 (the "Requesting Party") shall do so by delivering to the other Party a Notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the Notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a Notice of acceptance of

one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree, or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of Chapter 119, Florida Statutes, and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 19.3 Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the governing board of a Party, a request for such approval shall be promptly submitted for the governing board's consideration. Once accepted by the Parties, the decision of mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 19.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under Florida Law. The Parties agree that the exclusive venue for any dispute arising hereunder that is not resolved through the dispute resolution procedures set forth in Section 19.1 and 19.2 shall be the appropriate federal, state, or county court located in Orange County, Florida.

Section 19.5. Waiver of Rights to Jury Trial.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF RELATED HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT AND SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 19.6. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 16.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 20 FORCE MAJEURE

Section 20.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 20.2. Force Majeure Definition.

An event of “Force Majeure” means an event of circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure means any event or circumstance which prevents or delays performance by a Party of any of its obligations hereunder to the extent that such event or circumstance: (i) is beyond the reasonable control of such Party; (ii) is not the result of the willful misconduct or negligent act or omission of such Party, or any person over whom that Party has control; (iii) is not an act, event or condition that such Party reasonably could have anticipated and avoided, or the risk or consequence of which such Party has expressly assumed under the Agreement; and (iv) cannot be prevented, avoided, or otherwise overcome by the prompt exercise of commercially reasonable diligence by such Party, or any Person over whom that Party has control. Subject to the foregoing, events or circumstances that may constitute “Force Majeure” include: (A) war, riots, floods, hurricanes, tornadoes, earthquakes, lightning, ice-storms, and named storm events, and other such extreme weather events and natural calamities; (B) explosions or fires arising from lightning or other natural causes; (C) insurrection, rebellion, nationwide, regional or general strikes, slowdowns or labor disruptions; (D) an act of god, plague, epidemic, pandemic or other such significant and material event or circumstance; (E) actions or inactions by any Governmental Authority taken after the date hereof (including the adoption or change of any Requirements of Law or environmental constraint lawfully imposed by such Governmental Authority) but only if and to the extent such actions, inactions, Requirements of Law or constraint prevents or delays performance; and (F) inability, despite due diligence, to obtain or maintain any Permit required by any Governmental Authority. Notwithstanding the foregoing, in the event of a force majeure FMPA will not treat RCID worse than FMPA’s Firm Load. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including without limitation, weather, fuel prices and supply and demand, (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement, or (iv) any action of the Florida Legislature to dissolve or otherwise reorganize RCID.

Section 20.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

- (a) Provide written Notice to the other Party promptly but in no event later than five (5) days after the occurrence of the event or condition giving an estimate of the expected duration and the probable impact on the performance of its obligations hereunder; and
- (b) Exercise all reasonable efforts to continue to perform its obligations hereunder; and
- (c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and
- (d) Exercise all reasonable efforts to mitigate or limit damages to the other Party.

ARTICLE 21 MISCELLANEOUS

Section 21.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, (a) FMPA or any permitted assignee of FMPA may assign this Agreement as collateral security to any lender from time to time providing financing to FMPA in connection with the transactions contemplated hereby, provided that FMPA is not relieved of any obligation or liability hereunder as a result of such assignment. RCID, at the cost and expense of FMPA (including the reasonable attorney's fees and costs of legal counsel to RCID, including its bond counsel), shall execute and deliver such documents as may be reasonably requested by FMPA which are necessary to accomplish any such assignment, transfer, pledge or other disposition of rights and interests to any such lender so long as RCID's rights, remedies, benefits and privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired; and (b) to the extent permitted by applicable law, RCID shall provide for the assignment and transfer of all of RCID's obligations and liabilities under and pursuant to this Agreement, in full and without exception, in connection with a dissolution of RCID, pursuant to Chapter 2022-266, Laws of Florida, or any other similar or related act of the Florida Legislature, to either (a) any reestablished, re-ratified, or otherwise reconstituted special district that is a successor to RCID, or (b) other successor, assignee, or transferee of RCID and RCID's right and obligation under Florida law to serve the retail electric service territory that it serves as of the date of this Agreement; provided, however, that RCID is not relieved of any obligation or liability hereunder as a result of such assignment except upon fulfilment of the condition in the next sentence. In accordance with and subject to RCID's Trust Indenture for Utility Revenue Bonds, dated as of November 1, 1987 as amended and supplemented (the "RCID Utility Revenue Bond Indenture"), RCID hereby covenants with FMPA that the revenue from the sales of retail electric service within its retail

electric service territory as of the date of this Agreement, or from the sale of utility services from its integrated utility system, shall secure all obligations to FMPA hereunder that constitute “Operating Expenses” under the RCID Utility Revenue Bond Indenture and, furthermore, RCID shall take all legal actions necessary to ensure the continuation of such revenue, in full, to secure all obligations to FMPA hereunder as “Operating Expenses” after any such assignment to any reestablished, re-ratified, or otherwise reconstituted special district that is a successor to RCID, or other successor, assignee, or transferee of RCID. FMPA, at the cost and expense of RCID (including the reasonable attorney’s fees and costs of legal counsel to FMPA, including its bond counsel), shall execute and deliver such documents as may be reasonably requested by RCID which are necessary to accomplish any such assignment and transfer of all of RCID’s obligations and liabilities under and pursuant to this Agreement, in full and without exception, to any reestablished, re-ratified, or otherwise reconstituted special district that is a successor to RCID, or other successor, assignee, or transferee of RCID, so long as FMPA’s rights, remedies, benefits and privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired. Any assignments by any Party shall be in such form as to enable such Party’s obligations under this Agreement to be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 21.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a “Notice” or “Notices”) shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery or sent by telecopy (with confirmation by return telecopy) to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by Notice given in accordance with this Section 21.2.

IF TO FMPA:

Chief Operating Officer
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

With required copy to:

Office of the General Counsel
Florida Municipal Power Agency
2061-2 Delta Way
Tallahassee, FL 32303-4240
P.O. Box 3209

IF TO RCID:

For US Mail:
Reedy Creek Improvement District
Attn: District Administrator
P.O. Box 10000
Lake Buena Vista, FL 32830-1000

For Overnight or Personal Delivery:
751 Backstage Lane
EPCOT Central Energy Plant
Orlando, FL 32830
Attention: Utility Business Affairs

With required copy to:

Reedy Creek Improvement District
P.O. Box 10170
Lake Buena Vista, FL 32830-0170 (for U.S. mail)
1900 Hotel Plaza Blvd.
Lake Buena Vista, FL 32830 (for overnight/personal delivery)
Attention: General Counsel

The date of delivery of any such Notice, request or other communication shall be the earlier of (i) the date of actual receipt, (ii) three (3) business days after such Notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such Notice, request or other communication is actually delivered to the courier or (iv) the day actually telecopied (with confirmation by return telecopy if on a business day, and if not, then the first business day thereafter).

Section 21.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 21.4. Confidentiality.

Each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's Affiliates) or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is designated as confidential or proprietary by

the other Party unless legally compelled by the Florida Public Records and Government in the Sunshine Law (Chapters 119 and 286, Florida Statutes) disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any securities law or regulation or other legal requirement or as necessary to enforce the terms of this Agreement. This Section 21.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party (the “Disclosing Party”) is compelled to disclose any confidential information of the other Party (the “Affected Party”) , the Disclosing Party shall endeavor to provide the Affected Party with prompt written Notice of the public records request, and if the Affected Party promptly informs the Disclosing Party that it believes that the confidential information is exempt from the disclosure requirements of the Florida Sunshine Law, the Disclosing Party shall temporarily refrain from disclosing the confirmation to allow the Affected Party a reasonable period of time under the circumstances to seek, , at the cost and expense of the Affected Party an appropriate protective order or other remedy, and/or consult with the Disclosing Party to resist or narrow the scope of any required disclosure. Notwithstanding the foregoing, upon advice of counsel that the requested information is not exempt from disclosure, the Disclosing Party shall have the right, without liability to the Affected Party, to make the disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

Section 21.5. No Partnership.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

Section 21.6. Fees and Expenses.

Except as otherwise provided herein, RCID and FMPA shall each pay for its own costs, fees and expense in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 21.7. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 21.8. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over

all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 21.9. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to Applicable Law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 21.10 Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provision of this Agreement and such transactions and the intention of the Parties.

Section 21.11 Laws and Regulations; Changes in Law.

(a) This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction (“Applicable Laws”). Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

In the event that there is any change in Applicable Law that is promulgated after the Effective Date of this Agreement and that results in any additional or new costs, expenses, charges, fees and/or assessments (other than tax adjustments) that are attributable or related (in whole or in part) to the production and/or provision of Firm Wholesale Electric Service, including environmental-related costs, renewable portfolio standards (only if applicable to wholesale contracts), charges, fees, or expenses incurred by FMPA to supply the Firm Wholesale Electric Service and such costs, whether incurred as part of a voluntary or compulsory measure, are to be recovered through FMPA’s wholesale electric rates (“Change in Law Costs”), RCID shall reimburse FMPA for RCID’s pro-rata share of such costs, expenses, charges, fees and/or assessments, which amounts shall be calculated and recovered as determined by FMPA in a commercially reasonable manner and consistent with how such amounts are calculated and recovered by FMPA from the FMPA Firm Load customers. FMPA shall allocate variable Change

in Law Costs to energy charges and fixed Change in Law Costs to demand charges. Change in Law Costs resulting from capital expenditures shall be allocated over the economic life of the asset(s). Change in Law Costs shall not include any costs recovered in the fuel charge. The determination of additional cost by FMPA shall be net of any reductions in costs associated with the change in Applicable Laws. FMPA shall promptly provide Notice to RCID upon the determination of any additional or new costs, expenses, charges, fees and/or assessments and the calculation of the pro rata portion of such costs proposed to be recovered from RCID.

(b) No new law shall be pending or passed which would cause FMPA to become regulated by the Florida PSC by virtue of its service duties under this Agreement or increase the cost to FMPA of providing Firm Wholesale Electric Service to RCID. In such event, FMPA shall have the right to give notice to RCID of the amendments to this Agreement that FMPA believes are necessary to avoid Florida PSC regulation or keep FMPA whole from increased costs to FMPA for providing Firm Wholesale Electric Service to RCID. In the 60 days following such notice, the Parties will use good faith efforts to negotiate amendments to this Agreement that avoid Florida PSC regulation of FMPA or keep FMPA whole for increased costs. If the Parties are not able to reach agreement on such amendments to this Agreement within such time period, FMPA may give notice of early termination of this Agreement to RCID, with a termination effective date of this Agreement that is not earlier than the date necessary to (i) avoid Florida PSC regulation of FMPA or (ii) FMPA incurring increased costs that are not paid or reimbursed by RCID.

Section 21.12. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument.

Section 21.13. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term “includes” or “including” shall mean including, without limitation; references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms “hereof”, “herein”, “hereto”, “hereunder”, and “herewith” refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, and restated through the date as of which such reference is made.

Section 21.14. Independent Relationship.

Unless specifically and expressly set forth herein to contrary, nothing in this Agreement shall be construed or interpreted to make a Party or its employees or agents, the agent, representative or employees of the other Party.

Section 21.15. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party hereto, except designated indemnitees and permitted assignees and successors.

Section 21.16. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 21.17. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

Section 21.18. All-Requirements Project Responsibility.

For FMPA, this Agreement is a liability and obligation of the All-Requirements Power Supply Project only. No FMPA liability or obligation under this Agreement inures to or binds any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, and intending to be legal bound hereby, the Parties have caused this Agreement for Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

**FLORIDA MUNICIPAL POWER AGENCY
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

By: _____

Jacob Williams, General Manager and CEO

ATTEST:

By: _____

REEDY CREEK IMPROVEMENT DISTRICT

By:

John H Classe, Jr, District Administrator

ATTEST:

By: _____

By: _____

APPENDIX B
REQUIRED APPROVALS AND AGREEMENTS

FMPA

1. None.

RCID

1. Designation of this agreement by RCID as a network resource pursuant to the RCID NITSA on or before January 1, 2024.

APPENDIX C

DELIVERY POINTS

Delivery of Firm Wholesale Electric Service shall be to FMPA's interfaces with DEF (the "Delivery Point").

FMPA's primary Delivery Point will be the PKU-FPC interface, however, from time to time in accordance with this Agreement, FMPA may deliver to any point on the DEF transmission system.

RCID will designate the Firm Wholesale Electric Service as a RCID Network Resource pursuant to RCID's Network Integration Transmission Service Agreement with DEF.

RCID is fully responsible for any and all transmission studies and network upgrades required for designating the Firm Wholesale Electric Service as RCID Network Resources.