

MANDATORY RELIABILITY STANDARDS
COMPLIANCE CONTRACT

Between

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

a governmental legal entity created and existing pursuant to Florida law,

and

CITY OF LEESBURG, FLORIDA,

a municipal corporation organized, validly existing and in good standing
under the laws of the State of Florida.

Dated as of
June 18, 2007

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MANDATORY RELIABILITY STANDARDS COMPLIANCE CONTRACT

This mandatory reliability standards compliance contract is dated as of June 18, 2007, and is between FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law ("FMPA"), and the CITY OF LEESBURG, FLORIDA, a municipal corporation organized, validly existing and in good standing under the laws of the State of Florida ("ARP Participant").

FMPA was created pursuant to the Interlocal Cooperation Act of 1969, § 163.01, Fla. Stat., as amended to date, and the Joint Power Act, part II, ch. 361, Fla. Stat., as amended to date, (exercising authority under both acts or either act) to, among other things, provide a means for the Florida municipal corporations and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage to provide the present and projected electric energy needs of FMPA's member municipal electric utility systems.

FMPA established the All-Requirements Power Supply Project (the "Project") 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 the certain members contracting with FMPA ("Project Participants"). FMPA implements the Project by acquiring electric capacity and energy, dispatching, 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, ownership and leasing, or any combination of ownership and leasing, of generation, dispatching, and transmission facilities or any interest in such facilities or output or services from such facilities.

ARP Participant is a member of FMPA and a participant in the Project. ARP Participant operates an electric distribution system and provides electric service to its retail customers located in and around the City of Leesburg, Florida.

Subtitle A of the Electricity Modernization Act of 2005, (Pub.L. 109-058), added Section 215 to the Federal Power Act (codified at 16 U.S.C. §824n), which, among other things, provides for the establishment of an Electric Reliability Organization ("ERO"), as certified by the Federal Energy Regulatory Commission ("FERC"), to develop, upon approval by FERC, mandatory Reliability Standards applicable to all owners, operators, and users of the Bulk Power System, and to enforce such Reliability Standards through either monetary or non-monetary penalties or other actions. Pursuant to the ERO Certification Order (117 FERC ¶ 61126), dated July 20, 2006, FERC certified the North American Electric Reliability Corporation ("NERC") as the ERO which, in turn, has designated the

Florida Reliability Coordinating Council (“FRCC”) as the Regional Entity for peninsular Florida, and has delegated certain compliance and enforcement responsibilities and authority to FRCC.

NERC has developed and will continue to develop and revise mandatory Reliability Standards designed to ensure and enhance the reliability of the Bulk Power System, and will be engaged in a comprehensive effort to modify and clarify its Reliability Standards, including the applicability of such Standards to entities such as ARP Participant, for the foreseeable future. To control the applicability of the Reliability Standards, FRCC is required to develop and maintain a Compliance Registry which identifies and registers all entities that may have a material impact on the Bulk Power System, and which identifies each Function applicable to such entity.

Registered Entities will be monitored and must comply with all Reliability Standards applicable to the Function(s) for which a Registered Entity is registered. Both FMPA and ARP Participant have been placed on the Compliance Registry and, therefore, are each independently required to comply with applicable Reliability Standards.

Pursuant to NERC’s Rules of Procedure and the NERC Statement of Compliance Registry Criteria (Revision 3), a joint action agency, or other organization or entity, may register and accept Compliance Responsibility on behalf of one or more of its members by entering into a written agreement whereby the Joint Registration Organization accepts Compliance Responsibility on behalf of its member(s) for one or more Reliability Standards, or for one or more Requirements within a Reliability Standard, applicable to a particular Function.

Absent this contract, ARP Participant would be directly and solely responsible for complying with the Reliability Standards that are being delegated to FMPA hereby. By virtue of the delegation of Compliance Responsibilities provided for in this contract, the parties desire that FMPA assume certain Compliance Responsibilities of ARP Participant to the extent and upon the terms and conditions set forth in this contract.

The parties therefore agree as follows:

Article 1
TERM

1.1 The Term. Subject to section 1.2, the “Initial Term” of this contract shall begin on the Effective Date and shall remain in effect until the date of FMPA’s first annual filing with FRCC of the list of Project Participants for which

FMPA has accepted a delegation of Compliance Responsibility, pursuant to section 6.4. Subject to section 1.2, the Initial Term automatically extends for an additional approximately one year period, which shall last until FMPA's next annual filing with FRCC of the list of Project Participants for which FMPA has accepted a delegation of Compliance Responsibility ("Renewal Term"), and, subject to section 1.2, successively automatically extends for additional approximately one year period(s) after the Renewal Term, each ending on the date of the FMPA annual filing with FRCC of the list of Project Participants for which FMPA has accepted a delegation of Compliance Responsibility (each approximately one year period after the Renewal Term, a "Subsequent Renewal Term"; collectively, together with the Initial Term and Renewal Term, the "Term").

1.2 End of Term for Relief of All Compliance Responsibility. The Term automatically ends and this contract terminates as of the date that FMPA is relieved of all delegated Compliance Responsibility under this contract.

Article 2 DELEGATION OF COMPLIANCE RESPONSIBILITY

2.1 Delegation. (a) ARP Participant hereby delegates to FMPA and FMPA hereby accepts delegation from ARP Participant, to the extent and in accordance with the terms and conditions of this contract, Compliance Responsibility for certain Reliability Standards otherwise applicable to ARP Participant.

(b) Listed on Schedule A are those Functions, and where appropriate the individual Reliability Standards and/or Requirements applicable to such Functions for which Compliance Responsibility is delegated to FMPA pursuant to this contract. The parties must update Schedule A as necessary so that it always accurately reflects the Compliance Responsibility delegated to FMPA hereby. All changes to the parties' Compliance Responsibilities that are the subject of this contract, and resulting amendments to Schedule A, shall be done in accordance with Article 8.

2.2 Disclaimer of Non-Express Delegation. FMPA accepts no Compliance Responsibility for, and shall not be liable for any penalty, fine, or other enforcement action for noncompliance with any Reliability Standard applicable to ARP Participant for which FMPA has not expressly assumed Compliance Responsibility.

Article 3
COSTS

3.1 Costs of Compliance. (a) Except as otherwise expressly set forth in this contract, all Costs paid or incurred, or to be paid or incurred, by FMPA in its performance under this contract shall be a “Revenue Requirement” of the All-Requirements Power Supply Project, as that term is defined in Section 1 of the All-Requirements Power Supply Project Contract, and a Cost responsibility of FMPA.

(b) All Costs paid or incurred, or to be paid or incurred, by ARP Participant in its performance of this contract, including, but not limited to, all Costs incurred by ARP Participant in its execution of any Directive issued pursuant to this contract or its performance of any Task listed in Schedule C, shall be paid solely by ARP Participant, without reimbursement from FMPA or the Project.

3.2 Costs of Noncompliance. (a) All assessed fines and penalties shall be paid by the parties in accordance with the following:

- (1) Except as set forth in Article 7, any fine or penalty resulting from actual or alleged noncompliance with a Reliability Standard for which FMPA has accepted delegation of Compliance Responsibility hereunder shall be a Cost responsibility of FMPA.
- (2) Any fine or penalty resulting from actual or alleged noncompliance with any Reliability Standard applicable to ARP Participant, and for which FMPA has not expressly accepted delegation of Compliance Responsibility hereunder, shall be a cost responsibility of ARP Participant. ARP Participant shall also be solely liable for payment of all fines or penalties imposed on either Party that is caused, directly or indirectly, by ARP Participant’s failure to perform a Schedule C Task or a Directive, as set forth in Article 7.

(b) All costs and expenses incurred by the parties in their respective efforts to comply with any FRCC non-monetary remedial compliance and enforcement actions shall be paid in accordance with section 3.1; except that ARP Participant shall pay all Costs and expenses incurred by FMPA that are caused, directly or indirectly, by ARP Participant’s failure to follow a Directive or to perform a Schedule C Task, as set forth in Article 7.

(c) FMPA shall have sole discretion over whether and to what extent FMPA may contest any fines, penalties, or other remedial actions (either monetary or non-monetary) for actual or alleged noncompliance with a Reliability Standard for which FMPA has accepted delegation of Compliance Responsibility.

FMPA shall act on ARP Participant's behalf in any disputes and subsequent appeals, and shall have sole discretion whether to settle such disputes, for any actions that pertain to the Compliance Responsibilities delegated to FMPA. FMPA shall dispute such actions with the full support and cooperation of ARP Participant. All costs and expenses incurred by FMPA in such disputes shall be a Cost responsibility of FMPA.

3.3. Reimbursement Expenses. To the extent set forth in this contract, ARP Participant shall reimburse FMPA for certain Costs incurred by FMPA in its performance of this contract. Any sum or amount owed to FMPA by ARP Participant pursuant to the terms of this contract may be added by FMPA to ARP Participant's bill for All-Requirements Services, as defined in the All-Requirements Power Supply Contract, and is hereby deemed to be owed to FMPA as payment for All-Requirements Services.

Article 4 COMPLIANCE REGISTRATION

4.1 Registration in the Compliance Registry. The parties acknowledge that, pursuant to the NERC Rules of Procedure and NERC Statement of Compliance Registry Criteria (Revision 3), all owners, operators, and users of, or any other entity that may have a material effect on, the Bulk Power System must be registered in the Compliance Registry for each applicable Function, and that Registered Entities are responsible and will be monitored for compliance with applicable mandatory Reliability Standards. The parties agree to register in the Compliance Registry in accordance with Schedule A.

4.2 Manner of Registration. The parties must register in one or more of the following manners, as appropriate:

(a) This section 4.2(a) applies only where ARP Participant has delegated to FMPA, and FMPA has accepted delegation from ARP Participant, Compliance Responsibility for all Reliability Standards applicable to a Function, which absent the delegation would be applicable to ARP Participant.

- (1) FMPA shall be the sole Registered Entity on behalf of, and in lieu of, ARP Participant for the Function(s) for which FMPA has accepted full Compliance Responsibility as set forth on Schedule A. FMPA shall be the sole Registered Entity and ARP Participant shall not be named in the Compliance Registry for any such Function(s).
- (2) FMPA assumes sole Compliance Responsibility for all Reliability Standards applicable to the Function(s) for which FMPA is the sole

Registered Entity on behalf of, and in lieu of, ARP Participant as set forth on Schedule A.

- (3) FMPA will neither register, nor accept Compliance Responsibility, for any Function under this section 4.2(a) unless such Function is designated in Schedule A as the sole responsibility of FMPA.

(b) This section 4.2(b) applies only where the parties have agreed to a division of Compliance Responsibility within a Function, whereby ARP Participant has delegated to FMPA, and FMPA has accepted delegation from ARP Participant, Compliance Responsibility for one or more Reliability Standards or individual Requirements, or both, otherwise applicable to ARP Participant.

- (1) FMPA and ARP Participant shall Jointly Register, and shall both be Registered Entities for all Functions for which the parties have agreed to divide Compliance Responsibility as set forth on Schedule A.
- (2) FMPA and ARP Participant shall divide Compliance Responsibility for the Function(s) for which the Parties have Jointly Registered. Schedule A shall clearly delineate the division of Compliance Responsibility within the Functions for which the Parties have elected Joint Registration. Although Jointly Registered for a particular Function(s), the Parties' Compliance Responsibility for the individual Reliability Standards and Requirements applicable to such Functions shall be in accordance with Schedule A.
- (3) FMPA shall not Jointly Register, nor accept Compliance Responsibility, for any Function under this section 4.2(b) unless such Functions are designated in Schedule A as the joint responsibility of both parties.

(c) This section 4.2(c) applies where ARP Participant has not delegated to FMPA, and FMPA has not accepted delegation from ARP Participant, of any Compliance Responsibility for a Function applicable to ARP Participant. Listed on Schedule B are the Functions for which ARP Participant must Individually Register. ARP Participant must keep Schedule B up to date, and shall immediately provide FMPA with changes to Schedule B as they occur.

- (1) ARP Participant must Individually Register for all Functions applicable only to ARP Participant and for which FMPA has not accepted delegation of Compliance Responsibility for any Reliability Standard applicable to such Function(s). ARP Participant shall be the sole Registered Entity, and FMPA shall not be required to register for such Function(s).

- (2) ARP Participant has full Compliance Responsibility for all Functions, and all Reliability Standards applicable to such Functions, for which ARP Participant has, or is required to, Individually Register as set forth in Schedule B. FMPA shall assume no Compliance Responsibility for any Reliability Standards applicable to such Functions.

Article 5
INDEPENDENT FMPA FUNCTIONS

5.1 Independent FMPA Compliance Responsibility. This contract shall operate independently of and shall not affect FMPA's obligation to comply with the Reliability Standards applicable to Functions for which FMPA is required to Individually Register, notwithstanding this contract.

Article 6
FILING WITH FRCC

6.1 Compliance Registry Filing. ARP Participant hereby authorizes FMPA, on behalf of ARP Participant, to make all Compliance Registry filings with FRCC that pertain to any Function listed in Schedule A. FMPA shall adhere to the FRCC Compliance Registry filing requirements and procedures for those Functions for which FMPA has accepted delegation of Compliance Responsibility, in whole or in part, pursuant to this contract. FMPA shall submit the information contained in Schedule A, and all subsequent changes to Schedule A, to FRCC on behalf of both parties. FMPA shall provide ARP Participant with a copy of all such Compliance Registry filings and revisions at the same time the filings and revisions are submitted to FRCC.

6.2 No ARP Participant Modification. ARP Participant shall not submit to FRCC any additions, deletions, or other modifications to the Compliance Registry that affect or may affect FMPA's Compliance Responsibility.

6.3 ARP Participant Compliance Registry for Individual Registration. ARP Participant shall make the necessary Compliance Registry filings and all necessary revisions for all Functions applicable solely to ARP Participant, which are listed on Schedule B. ARP Participant shall not list FMPA as a Registered Entity for any such Functions.

6.4 Annual JRO Filing. Pursuant to the Statement of Compliance Registry Criteria (Revision 3), and in accordance with FRCC procedures, FMPA shall submit an annual list to FRCC identifying all entities for which FMPA has accepted delegation of Compliance Responsibility.

Article 7
ARP PARTICIPANT'S RETAINED TASKS
FOR DELEGATED RELIABILITY STANDARDS

7.1 Coordination of Retained Tasks. The parties acknowledge that although Schedule A establishes a clear division of Compliance Responsibility between the parties for purposes of FRCC oversight, certain Reliability Standards may require a joint effort by the parties, and in some instances specific actions on the part of ARP Participant, in order for FMPA meet its delegated Compliance Responsibility. Accordingly, FMPA shall identify on Schedule C the Tasks that ARP Participant must perform in order for FMPA to fully comply with the Reliability Standards for which Compliance Responsibility has been delegated to FMPA.

7.2 Compliance Directives Issued by FMPA. The parties acknowledge that they may be unable at times to foresee and fully delineate all Tasks that ARP Participant must perform for FMPA to meet its delegated Compliance Responsibility. Accordingly, FMPA may issue Directives to ARP Participant at any time instructing ARP Participant to take actions that FMPA deems necessary for compliance with one or more delegated Reliability Standards. ARP Participant shall promptly comply with all Directives issued by FMPA, unless ARP Participant's taking such actions would violate any safety requirements or Applicable Law, in which case ARP Participant must immediately inform FMPA of ARP Participant's inability or unwillingness to follow a Directive.

7.3 Failure to Comply with Any Task or Directive. Any failure by ARP Participant to timely perform a Task listed in Schedule C, or to adhere to a Directive issued by FMPA, that results in FMPA's noncompliance with a Reliability Standard is deemed to be the fault of ARP Participant. ARP Participant shall be solely and completely liable for payment of all fines and penalties assessed to either party for failure to comply with a Reliability Standard due to the fault of ARP Participant. However, in the event that an event of Force Majeure causes ARP Participant to fail to comply with a Directive or a Schedule C Task, and such failure causes FMPA to incur Costs for noncompliance with one or more Reliability Standards for which FMPA has accepted delegation of Compliance Responsibility pursuant to this contract, such Costs shall not be allocable solely to the ARP Participant, but rather shall be a Cost allocable to FMPA.

7.4 Schedule C Revision Process. FMPA, in its sole discretion, may amend Schedule C at any time to reflect changes in Schedule A, new or revised Reliability Standards, changed law or circumstances, or as otherwise determined by

FMPA to be necessary to comply with the Reliability Standards for which FMPA has accepted delegation of Compliance Responsibility pursuant to this contract.

(a) FMPA shall provide a copy of proposed amendments to Schedule C to ARP Participant not less than five (5) business days prior to the effectiveness of the proposed amendments. ARP Participant may provide input to FMPA on the proposed amendments and FMPA shall consider ARP Participant's input. However, the input received from ARP Participant is not binding on FMPA in any way.

(b) If ARP Participant disagrees with any amendment to Schedule C, ARP Participant shall nonetheless perform the amended Tasks required of ARP Participant pursuant to Schedule C.

(c) Any disagreement by ARP Participant concerning an amendment to Schedule C must be resolved using the dispute resolution procedures provided in Article 15, except that either party may, at any time during a disagreement over Schedule C Tasks, revoke its respective delegation of Compliance Responsibility or acceptance of Compliance Responsibility in accordance with Article 9.

7.5 Additional ARP Participant Responsibilities. In addition to following all Directives and performing Schedule C Tasks, ARP Participant hereby agrees to fully cooperate with and assist FMPA in carrying out the Compliance Responsibilities that have been delegated to FMPA hereunder. Such cooperation shall include, but shall not be limited to, the following:

- (1) Providing all requested data and information in a timely manner;
- (2) Allowing FMPA, or its designees, access to ARP Participant sites at reasonable times, and with reasonable prior Notice from FMPA;
- (3) Allowing FMPA, or its designees, access to all relevant ARP Participant records;
- (4) Promptly notifying FMPA of any correspondence from NERC or FRCC that relates to compliance or enforcement of Reliability Standards for which FMPA has accepted delegation of Compliance Responsibility hereunder; and
- (5) Assisting FMPA in the development and implementation of mitigation plans necessary to bring ARP Participant, or FMPA on behalf of ARP Participant, into compliance with applicable Reliability Standards.

ARTICLE 8
AMENDING SCHEDULE A

8.1 Changes to Schedule A. It is the parties' intent that Schedule A be a flexible list of the parties' respective Compliance Responsibilities under this contract that may be revised and amended to reflect changed circumstances, new, revised, or repealed Reliability Standards, or as the parties otherwise agree is necessary or desirable to alter the parties' respective Compliance Responsibilities.

8.2 Schedule A Revision Process. On or before the effective date of any changes in Compliance Responsibility, FMPA shall make the required amendments to Schedule A, and shall submit the necessary filings with FRCC to cause any modifications to the Compliance Registry in accordance with section 6.1. FMPA must memorialize all amendments to the Compliance Registry in amendments to Schedule A and provide copies of such amendments and filings to ARP Participant.

8.3 Effective Date of Schedule A Amendments. Schedule A amendments that require amendments to the Compliance Registry shall become effective upon recognition by FRCC of the amended Compliance Registry. Schedule A amendments that do not require amendments to the Compliance Registry shall become effective immediately upon the earlier of (1) the date of submission to FRCC, or (2) the proposed effective date of the Schedule A amendments established by FMPA.

ARTICLE 9
CHANGES IN DELEGATED COMPLIANCE RESPONSIBILITY

9.1 Revocation of Compliance Responsibility. (a) Either party may, at any time and in each party's sole discretion, revoke its delegation or acceptance of delegation (as appropriate) of its Compliance Responsibility pursuant to this contract. A Party must provide written Notice of revocation, which shall clearly identify the Function(s), Reliability Standard(s), and/or Requirement(s) for which the party giving the Notice is revoking its delegation or acceptance of delegation. The Notice shall also establish the date upon which the revocation becomes effective.

(b) Except as provided in section 9.1(c), any revocation date established by FMPA pursuant this section 9.1 shall be not less that 30 days after the issuance of Notice. A revocation date established by ARP Participant pursuant to this section 9.1 shall be not less than 10 days after the issuance of Notice.

(c) FMPA may not revoke its acceptance of any delegated Compliance Responsibility pursuant to this section 9.1 unless and until FMPA is either in compliance with the Reliability Standard(s) for which FMPA is revoking acceptance of delegated Compliance Responsibility, or has implemented a mitigation plan or taken other remedial action that will provide adequate protection for ARP Participant to avoid both fines and penalties for FMPA's actions.

9.2 Delegation of Additional Compliance Responsibility to FMPA. (a) At any time, ARP Participant may request that FMPA accept delegation of additional Compliance Responsibility that is currently applicable to ARP Participant by providing FMPA an executed "Compliance Responsibility Delegation Request Form", set forth in Exhibit 1. Within 60 days after receipt of the Compliance Responsibility Delegation Request Form, FMPA shall, in its sole discretion, make a determination as to whether FMPA accepts the additional Compliance Responsibility and must issue Notice of its determination to ARP Participant. If FMPA accepts delegation, FMPA shall establish an effective date upon which FMPA assumes the additional Compliance Responsibility.

(b) All requests from ARP Participant regarding new or additional delegation of Compliance Responsibility to FMPA (whether the Reliability Standards are existing or proposed) must first be approved by the FMPA Executive Committee before FMPA may accept delegation, in which case the 60 day time period provided for in section 9.2(a) is deemed to be extended as reasonably necessary to take into account the FMPA Executive Committee meeting schedule.

ARTICLE 10 COMPLIANCE RESPONSIBILITY FOR NEW AND REVISED RELIABILITY STANDARDS

10.1 Monitoring New Standards. Both parties shall actively monitor the Reliability Standards Development Process. Compliance Responsibility for new or revised Reliability Standards applicable to ARP Participant, or FMPA on behalf of ARP Participant, shall be determined in accordance with this Article 10. However, nothing in this Article 10 shall prevent either party from subsequently altering their respective Compliance Responsibility pursuant to section 9.1.

10.2 Default Compliance Responsibility for New/Revised Reliability Standards. The parties agree to accept the Default Compliance Responsibility for new or revised Reliability Standards in accordance with this section 10.2.

(a) Unless FMPA issues a Notice to ARP Participant of FMPA's unwillingness to accept Compliance Responsibility for a proposed new or revised

Reliability Standards before its effective date, FMPA shall assume Default Compliance Responsibility for any new or revised Reliability Standard that has been approved by FERC and made applicable to a Function for which FMPA is the sole Registered Entity on behalf of, and in lieu of ARP Participant, as set forth in Schedule A.

(b) Unless ARP Participant has requested, and FMPA has accepted, delegation of a proposed new or revised Reliability Standard before its effective date, ARP Participant shall assume Default Compliance Responsibility for any new or revised Reliability Standard that has been approved by FERC and made applicable to a Function for which FMPA and ARP Participant have Jointly Registered, or for which ARP Participant has, or is required to, Individually Register.

ARTICLE 11 EXPANDED ARP PARTICIPANT OPERATIONS OR FACILITIES

11.1 Notice Requirement. (a) ARP Participant shall provide FMPA 120 days advance written Notice before undertaking any new or expanded operations, acquiring additional facilities, or taking any other action that would subject FMPA to additional Reliability Standards or Requirements on behalf of ARP Participant, or that otherwise may affect the Compliance Responsibility delegated to FMPA hereunder.

(b) Failure to give Notice required by section 11.1(a) shall relieve FMPA of Compliance Responsibility for any affected Reliability Standard(s) or Requirement(s), and ARP Participant is solely and completely liable for any and all resulting fines, penalties, or other remedial action imposed on either party for noncompliance.

11.2 ARP Participant Compliance Responsibility. In the event that ARP Participant undertakes new or expanded operations, acquires additional facilities, or takes any other action that requires ARP Participant to register for a new Functions, or subjects ARP Participant to any additional Reliability Standard(s), but which does not affect the Compliance Responsibilities delegated to FMPA hereby, ARP Participant shall assume sole responsibility for registering in the Compliance Registry and shall accept full Compliance Responsibility for such new Function(s) and/or Reliability Standard(s).

Article 12
CERTIFICATION

12.1 Certification Requirement; In General. Registered Entities that are responsible for certain Functions, as designated by NERC, must be certified in accordance with NERC organization certification standards. All costs and expenses of certification shall be a Cost of the party required to become certified in accordance with this Article 12, and shall be paid by such party in accordance with section 3.1.

(a) FMPA shall comply with all FRCC and NERC certification requirements that are made applicable to a Function for which FMPA is the sole Registered Entity on behalf of, and in lieu of ARP Participant, as set forth in Exhibit A.

(b) ARP Participant shall comply with all FRCC and NERC certification requirements that are made applicable to a Function for which the Parties are either Jointly Registered or for which ARP Participant has, or is required to, Individually Register.

Article 13
INDEPENDENCE OF FMPA

13.1 Consultants and Independent Contractors. FMPA has the sole and independent discretion and control over the hiring and use of any third parties, including consultants or other independent contractors, that FMPA deems necessary or desirable to assist in meeting its Compliance Responsibilities and performing its obligations pursuant to this contract.

Article 14
ARP PARTICIPANT'S FACILITIES REQUIRED FOR COMPLIANCE

14.1 ARP Participant's Facilities Required for Compliance. ARP Participant shall make any and all modifications or enhancements to ARP Participant's generation, transmission, and distribution system, one or more or any of the three, that are necessary for compliance with any applicable Reliability Standards. All costs and expenses of installing, replacing, repairing, and maintaining such facilities shall be a Cost allocable to ARP Participant.

14.2 Procedure for ARP Participant Facilities Additions or Improvements. FMPA may issue either a Notice or, when necessary, a Directive informing ARP Participant that new facilities, or modifications to existing facilities, are necessary in order for FMPA to comply with one or more Reliability

Standards for which FMPA has accepted delegation of Compliance Responsibility under this contract. ARP Participant shall promptly install or modify the necessary facilities. Any fines, penalties, or other Costs incurred by either party that are a direct or indirect result of ARP Participant's failure to install new facilities, or to properly maintain and/or improve existing facilities, when so directed by FRCC or FMPA shall be a cost allocable to ARP Participant.

Article 15 GENERAL PROVISIONS

15.1 Headings for Convenience Only. The descriptive headings in this contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this contract.

15.2 Waiver and Amendment. The failure or delay of any party at any time to require performance by another party of any provision of this contract, even if known, shall not affect the continuing right of such party to require performance of that provision or to exercise any right, power, or remedy provided for in this contract. Any waiver by any party of any breach of any provision of this contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this contract. No Notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further Notice or demand in similar or other circumstances. The waiver of any breach or default of this contract will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

15.3 Limit of Liability. Neither Party, nor its directors, officers, employees, or agents, shall be liable to the other Party for any loss, damage, claim, cost, charge, or expense, whether direct, indirect, or consequential, or whether arising in tort, contract or other theory of law or equity, arising from the Party's performance or nonperformance under this contract, except as specified in this contract.

15.4 Force Majeure. (a) In the event that either party is rendered unable, wholly or in part, to carry out its obligations under this contract, or is delayed in its performance under this contract, including, without limitation, timely performance of the actions required by a Directive or a Schedule C Task, by Force Majeure, it is agreed that, upon a party giving Notice and full particulars of such Force Majeure in writing to the other Party in accordance with this section and section 15.10, the obligations of the party giving such Notice, so far as those obligations are affected by Force Majeure, shall be suspended during the continuance of the inability so caused, but for no longer period, and such Force Majeure shall, to the extent

possible, be remedied with all reasonable care and speed by the party affected by Force Majeure. It is understood and agreed that neither party shall be liable to the other party for any property damage occasioned by Force Majeure. No liability of either party for any event that arose before the occurrence of the Force Majeure is excused as a result of the occurrence.

(b) In the event of any nonperformance caused by any of the forces described as Force Majeure, the party affected shall within 24 hours Notify the other party orally, and within two business days of nonperformance provide the other party with written confirmation of the nature, cause, date of Force Majeure commencement, and anticipated extent of such nonperformance.

(c) The term “Force Majeure”, as used in this contract, shall mean any and all acts of God, declared strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, hurricanes, arrests, and restraints of governments and people, civil disturbances, explosions, governmental action (except for the action of a party), governmental delay (except for the delay of a party), restraint, inaction, unavailability of equipment, and other similar or related causes (unless otherwise explicitly indicated herein), including both their direct and indirect consequences and effects, whether or not enumerated in this section 15.4(c), and whether caused or occasioned by, or happening on account of, an act or omission of FMPA, not reasonably within the control of the party claiming suspension and which, by the exercise of due diligence and occurring without its fault or negligence, such party is unable to prevent or overcome.

(d) “Force Majeure” SHALL NOT MEAN OR INCLUDE the negligence, gross negligence or willful malfeasance of a party or any of its directors, officers, agents, representatives, independent contractors, or employees during the performance of this contract.

15.5 Assignment. It is understood and agreed that neither party may transfer, sell, mortgage, pledge, hypothecate, convey, designate, or otherwise assign this contract, or any interest in this contract or any rights or obligations under this contract, in whole or in part, either voluntarily or by operation of law, (including, without limitation, by merger, consolidation, or otherwise), without the express written consent of the other party (and any such attempt shall be void), which consent shall not be unreasonably conditioned, withheld or delayed. Subject to the foregoing, this contract shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

15.6 Entire Agreement. This instrument shall constitute the final complete expression of this contract between FMPA and ARP Participant relating to the subject matter of this contract.

15.7 Severability. Wherever possible, each provision of this contract shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this contract be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this contract. In the event any provision of this contract is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this contract shall remain in full force and effect.

15.8 Good Faith Dealings. The parties agree to cooperate in good faith with each other in their respective performance hereunder and in carrying out and giving effect to the provisions of this contract, including, without limitation, complying with FRCC compliance audits and investigations, reporting requirements, routine data submittals, mitigation plans, or other enforcement or remedial action directives, and the execution of such other documents and taking of such actions as may be reasonably necessary to carry out the provisions of this contract.

15.9 Relationship of the Parties. Neither this contract nor any grant, lease, license, permit or other instrument related hereto, shall create a new entity nor be construed to create a new entity, such as a partnership, association or joint venture. The parties shall not be liable as partners. No party shall be under the control of or be deemed to control the other party and no party shall have the right or power to bind the other party except as expressly set forth herein.

15.10 Compliance Contacts and Notices. The parties shall list in Schedule D the Compliance Contact that each party has submitted to FRCC. Any changes to either party's Compliance Contact shall be reflected in Schedule D. All notices, notifications, demands or requests required or permitted under this contract (collectively, "Notices") must be in writing, signed by a duly authorized representative of the party giving such Notice and will be deemed given when received (charges prepaid) by (i) personal delivery, (ii) recognized express courier, (iii) facsimile followed by telephone confirmation with the addressee confirming receipt to the other Party or (iv) electronic mail with electronic confirmation of the addressee opening the electronic mail message (i.e., read receipt) at the address(es) designated below:

If to FMPA at:

Compliance Contact
(see Schedule D)

If to ARP Participant at:

Compliance Contact
(see Schedule D)

With a required copy to:

Director of Regulatory Affairs
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
T. 407-355-7767
F. 407-355-5794
Email: bob.williams@fmpa.com

General Counsel
Florida Municipal Power Agency
2061-2 Delta Way (32303)
Post Office Box 3209
Tallahassee, Florida 32315-3209
T. 850-297-2011
F. 850-297-2014
Email: fred.bryant@fmpa.com
jody.lamar.finklea@fmpa.com

Except as otherwise provided in this contract, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by FMPA or ARP Participant shall not be regarded as business days. Counsel for FMPA and counsel for ARP Participant may deliver Notice on behalf of FMPA and ARP Participant. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written Notice to the parties and addresses set forth in this contract.

15.11 Governing Law. The validity and interpretation of this contract and the right and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All

controversies, claims or disputes arising out of or related to this contract or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the state or federal courts located in Florida, as appropriate.

15.12 Counterparts. This contract may be executed in any number of counterparts, and signature pages exchanged by facsimile, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies thereof, may be appended to any other counterpart and when so appended shall constitute an original. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the contract with the same force and effect as if such facsimile signature page were an original.

15.13 ARP Project Responsibility. This contract is a liability and obligation of the All-Requirements Power Supply Project only. No liability or obligation under this contract shall inure to or bind any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other “project” of FMPA as that term is defined in the Interlocal Agreement. Any sum or amount owed to FMPA under this contract by ARP Participant may be added by FMPA to ARP Participant’s bill for All-Requirements Services, as defined in the All-Requirements Power Supply Project Contract, and shall be deemed to be owed to FMPA as payment for All-Requirements Services.

15.14 Dispute Resolution. (a) The parties expressly agree that they will first engage in good faith negotiations to resolve any dispute arising out of or related to this contract. Good faith negotiations include without limitation the following:

- (1) Any dispute will be first reviewed by the appropriate staff of each party who shall endeavor to define the issues underlying the dispute and prepare a joint recommendation for resolution.
- (2) If at anytime staff of either party is unwilling or unable to accept resolution as proposed by the other party, then the dispute and underlying issues shall be presented to the General Manager and CEO of FMPA and to the General Manager and CEO (or differently titled chief executive) of ARP Participant for resolution (collectively, the “Executives”).

(b) If either party determines that further negotiations will be fruitless, or the Executives cannot agree on a resolution of a dispute, and that an impasse has been reached, then either party may declare the negotiations at an impasse. The party declaring the negotiations at an impasse must so notify the other party in writing stating with particularity the issues or points believed to be the basis of the impasse.

(c) If the negotiations between the parties are declared to be at an impasse, resolution of the dispute shall be decided by the FMPA Executive Committee. Both Parties hereby agree that the decision of the FMPA Executive Committee shall be final and binding on both parties for all issues in dispute. The FMPA Executive Committee shall establish procedures for hearing such dispute. ARP Participant agrees that its vote in any decision relating to a dispute submitted to the FMPA Executive Committee shall not count towards the final FMPA Executive Committee decision on the dispute. Each party shall bear its own costs and expenses, including attorney's fees, incurred in presenting the dispute to the FMPA Executive Committee.

(d) Nothing in this section 15.14 limits the rights of a party to any remedy available at law or in equity. To the extent FMPA or ARP Participant prevails against the other party in any court action (including proceedings at all levels of trial and appellate courts and any settlement proceedings after the filing of court action), reasonable costs and expenses including attorney fees and other charges (including an allocation for the costs and expenses of in-house legal counsel) and court costs and other expenses shall be paid by the losing party.

15.15 No Other Amendment. Nothing in this contract modifies nor amends, nor shall be construed to modify or amend, any other contract between the Parties unless expressly delineated herein.

15.16 No Presumption. This contract shall be construed as if both parties jointly prepared it, and no presumption shall be made as to whether one party or the other prepared this contract for purposes of interpreting or construing any of the provisions of this contract or otherwise.

15.17 Public Records. It is understood and agreed that FMPA, a separate legal entity and public agency (as that term is defined in the Interlocal Cooperation Act of 1969), and ARP Participant, as a municipal corporation, may each be subject to Chapter 119, Florida Statutes, and Chapter 286, Florida Statutes (collectively, the "Sunshine Law"). In recognition of the Sunshine Law's requirements, it is agreed and understood that the party authoring, creating, or otherwise originating any and all documents, instruments, information, or materials (including, but not limited to, data, specifications, calculations, estimates, plans, drawings,

construction documents, photographs, summaries, reports, or memoranda) created under or pursuant to this contract or created for or on behalf of any work or activity related to this contract (collectively, “Records”), shall be responsible for keeping and maintaining originals and/or copies of such Records. Each Party may use and rely on any and all Records provided by the other party; provided, however, no party shall be liable or otherwise responsible for any third party’s use or reliance upon any such Records for any purpose, unless otherwise stated in writing by the party authoring, creating, or otherwise originating the Records.

Article 16 DEFINED TERMS

“All-Requirements Power Supply Project Contract” means the All-Requirements Power Supply Project Contract between Florida Municipal Power Agency and the City of Leesburg, Florida, entered into as of May 24, 1991, as may be amended and supplemented as of the date of this contract and afterwards.

“Applicable Law” means any applicable statute, law (including common law), rule, treaty, regulation, code, ordinance, permit, approval, interpretation, injunction, judgment, decree, writ, order or the like when issued, enacted or promulgated by a governmental entity having or claiming authority to do so and interpretations of the same by the governmental entity.

“Bulk Power System” has the meaning ascribed to it by FERC or NECR or both entities, and generally includes the facilities and control systems necessary for operating an interconnected electric energy transmission network (or any portion of such network), and electric energy from generating facilities needed to maintain transmission system reliability; but not including facilities used in the local distribution of electric energy.

“Compliance and Enforcement Program” means the program and set of procedures established by the ERO or Regional Entity that enables it or them to measure the reliability performance of the users, owners, and operators of the Bulk Power System, and to hold such entities accountable for the reliable operation of the Bulk Power System, which may include, without limitation, compliance audits and investigations, reporting requirements, routine data submittals, fines, penalties, mitigation plans, or other enforcement or remedial action directives.

“Compliance Registry” means the list created and maintained by the ERO or Regional Entity or both entities, which identifies the Bulk Power System owners, operators, and users that are responsible for complying with applicable Reliability Standards.

“Compliance Responsibility” means the obligation to comply with applicable Reliability Standards, or certain Requirements within a Reliability Standard, including taking all actions necessary to comply with the Compliance and Enforcement Programs.

“Costs” means all costs and expenses incurred by a party in its performance under this contract, including, but not limited to, costs of certification, consultants and attorney’s fees and costs, compliance audits and investigations, mitigation plans, and any other costs and expenses incurred by a party in its efforts to comply with the Reliability Standards that are the subject of this contract.

“Default Compliance Responsibility” means Compliance Responsibility for new or revised Reliability Standards that, upon becoming effective, shall *de facto* apply to a particular Party in accordance with section 10.2.

“Directive” means written or verbal performance instructions issued by FMPA, or FMPA’s designee, to ARP Participant that directs ARP Participant to take specific actions that FMPA deems necessary in order for FMPA to comply with one or more Reliability Standards for which FMPA has accepted delegation of Compliance Responsibility. A Directive need not relate to a Task listed in Schedule C.

“Effective Date” means June 18, 2007.

“Electric Reliability Organization” or “ERO” means the organization certified by FERC for the purpose of establishing and enforcing Reliability Standards for the Bulk Power System.

“Florida Reliability Coordinating Council” or “FRCC” means the current Regional Entity, and any successor Regional Entity, that has been duly delegated, compliance and enforcement responsibility over Registered Entities that operate within peninsular Florida. The term “FRCC” also recognizes NERC’s authority to supplant FRCC at any time, and whenever used in this contract shall also refer to NERC, as appropriate.

“FMPA Executive Committee” means the Executive Committee of Florida Municipal Power Agency, as established in the Interlocal Agreement.

“Function(s)” means the functional entity types, as established and defined by NERC, which are used to categorize the owners, operators, and users of the Bulk Power System, and to identify the Compliance Responsibility for the Reliability Standards that NERC has determined are applicable to such functional entity type.

“Individual Registration” means the manner of registration in the Compliance Registry whereby an entity registers itself and undertakes full Compliance Responsibility for all Reliability Standards applicable to the Function(s) for which such entity is registering, as more fully described in section 4.2©.

“Joint Registration” means the manner of registration in the Compliance Registry whereby a JRO and another entity both register for a single Function, thereby dividing Compliance Responsibility for Reliability Standards or Requirements applicable to such Function between the Parties, as more fully described in section 4.2(b).

“Joint Registration Organization (“JRO”)” means the entity that registers on behalf of, or jointly with, another entity in the Compliance Registry, thereby assuming some or all Compliance Responsibility for certain Reliability Standards otherwise applicable to the other entity.

“JRO Registration” means the manner of registration in the Compliance Registry whereby a JRO registers on behalf of, and in lieu of, another entity for an entire Function otherwise applicable to such entity, and thereby assumes Compliance Responsibility for all Reliability Standards applicable to the Function(s) for which the JRO has registered, as more fully described in section 4.2(a).

“NERC Rules of Procedure” means the most current set of procedures adopted by NERC, and approved by FERC, with which all Bulk Power System owners, operators, and users must comply.

“North American Electric Reliability Corporation” or “NERC” means the current ERO, and any successor ERO.

“Primary Compliance Contact” means the person designated by each Party pursuant to section 15.10, as required by the NERC Statement of Compliance Registry Criteria (Revision 3), which person shall be primarily responsible for corresponding with the ERO and Regional Entity, providing all required reliability information and data, and submitting reports as needed by the Regional Entity for performing assessment of compliance.

“Regional Entity” means an entity that has been delegated compliance and enforcement authority by NERC for the purpose of proposing new Reliability Standards, and enforcing existing Reliability Standards, on a regional basis.

“Registered Entity” means an entity that is listed in the Compliance Registry for one or more Functions.

“Reliability Standard(s)” means a requirement developed by the ERO or a Regional Entity under Section 215 of the Federal Power Act, or any successor or other law, to provide for reliable operation of the Bulk Power System, and has designated by the ERO or the Regional Entity as such, which has been approved by FERC, and compliance with which is mandatory for all users, owners, and operators of the Bulk Power System. As used in this contract, the term is intended to include either an entire Reliability Standard, or, where Compliance Responsibility for a Reliability Standard is divided between the parties, one or more individual Requirement(s) within a Reliability Standard.

“Reliability Standards Development Process” means the process and procedures adopted by the ERO and/or Regional Entity for the development, revision, reaffirmation, and/or withdrawal of Reliability Standards.

“Requirement” means the set of performance requirements established by NERC that are listed within and altogether comprise a single Reliability Standard.

“Statement of Compliance Registry Criteria (Revision 3)” means the selection criteria established by NERC to determine which entities should be registered in the Compliance Registry, and establishes the procedure by which a JRO may register and accept Compliance Responsibility on behalf of another entity.

“Task” means the specific performance task, as set forth in Schedule C, which ARP Participant must perform to enable FMPA to fully comply with one or more Reliability Standards for which FMPA has accepted delegation of Compliance Responsibility pursuant to this contract.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this contract as of the date stated in the introductory clause.

**FLORIDA MUNICIPAL POWER AGENCY
(All-Requirements Power Supply Project)**

By: 
Name: Roger A. Fontes
Title: General Manager and CEO

CITY OF LEESBURG, FLORIDA

By: _____
Name:
Title:

SCHEDULE A

Function	Reliability Standard	Requirement	FMPA	ARP Participant
Load Serving Entity (LSE)	(ENTIRE FUNCTION)	(ENTIRE FUNCTION)	X	

SCHEDULE B

For purposes of this contract, ARP Participant shall be solely responsible for registering with FRCC and complying with all Reliability Standards applicable to the following Functions:

- *<None Applicable>*

Schedule C

Standard Number	Standard Title	Function	ARP Participant Tasks
CIP-001-1	Sabotage Reporting	LSE	ARP Participant is responsible for standard CIP-001-1 in its entirety.
CIP-002-1	Cyber Security — Critical Cyber Asset Identification	LSE	ARP Participant is responsible for standard CIP-002-1 in its entirety.
CIP-003 through CIP-009	Cyber Security Standards	LSE	ARP Participant is responsible for standards CIP-003 through CIP-009 in their entirety.
EOP-004-1	Disturbance Reporting	LSE	<p>The term “reportable disturbances” is as defined in Attachment 1 (for NERC requirements) and Attachment 2 (for Department of Energy (DOE) requirements) of standard EOP-004-1. ARP Participant must monitor their systems for reportable incidences. ARP Participant must notify FMPP immediately upon becoming aware of any loss of load incident that results in loss of 20 MW or more of ARP Participant's load, and the cause for such loss of load. The parties shall allocate compliance responsibility for this standard in the following manner:</p> <ul style="list-style-type: none"> ▪ Upon notification of a loss of load incident from ARP Participant, FMPP is responsible for all requirements of EOP-004-1 for reportable disturbances related to loss of load (e.g., loss of firm load totaling more than 200 MW of more than 50%). ▪ ARP Participant is responsible for all requirements of EOP-004 for all other reportable disturbances.
FAC-002-0	Coordination of Plans For New Generation, Transmission, and End-User	LSE	ARP Participant must promptly notify FMPP of any requests for interconnection to ARP Participant’s transmission system. ARP Participant must also promptly notify FMPP of any planned system modifications (e.g., a new substation).
IRO-001-1	Reliability Coordination – Responsibilities and Authorities	LSE	ARP Participant is responsible for standard IRO-001-0 in its entirety.
IRO-004-1	Reliability Coordination – Operations Planning	LSE	ARP Participant is responsible for reporting facility status as required by IRO-004-1.
MOD-017-0 through	Standards related to Load Forecasting	LSE	ARP Participant must collect and maintain all data relating to its system necessary to comply with standards MOD-017-0 through MOD-021-0. ARP Participant must

Standard Number	Standard Title	Function	ARP Participant Tasks
MOD-021-0			<p>respond promptly to data requests from FMPA.</p> <p>ARP Participant shall notify FMPA when installations of Direct Control Load Management (DCLM) are made and shall provide FMPA with all information regarding the DCLM that may be necessary to comply with standards MOD-017-0 through MOD-021-0.</p> <p>ARP Participant shall notify FMPA when installations of Demand Side Management (DSM) are made and shall provide FMPA with all information regarding the DSM that may be necessary to comply with standards MOD-017-0 through MOD-021-0 .</p> <p>ARP Participant shall work cooperatively with FMPA to establish how DSM is incorporated into the load forecast.</p>
PRC-007-0	Assuring Consistency of Entity Underfrequency Load Shedding Programs with Regional Reliability Organization's Underfrequency Load Shedding Program Requirements	LSE	<p>ARP Participant must collect and maintain all data necessary relating to its system to comply with standard PRC-007-0. ARP Participant must respond promptly to data requests from FMPA.</p> <p>ARP Participant shall install underfrequency load shedding systems (UFLS) as directed by FMPA to enable FMPA to meet the requirements of PRC-007-0.</p> <p>ARP Participant shall comply with FMPA directives to change UFLS settings to enable FMPA to meet the requirements of PRC-007-0.</p>
PRC-009-0	Analysis and Documentation of Underfrequency Load Shedding Performance Following an Underfrequency Event	LSE	<p>ARP Participant must inform FMPA immediately upon becoming aware of any underfrequency load shedding system (UFLS) operation (e.g., if an underfrequency relay operates and trips load).</p> <p>If the UFLS operation was a misoperation, ARP Participant is responsible for the analysis and corrective action plan required by PRC-004.</p> <p>If the UFLS operated correctly, FMPA is responsible for performing the analyses and documentation necessary to fulfill the requirements of this standard. ARP Participant must respond promptly to data requests from FMPA and cooperate with FMPA in analyzing the event.</p>
TOP-001-1	Reliability Responsibilities and Authorities	LSE	ARP Participant is responsible for standard TOP-001-1 in its entirety.
TOP-002-2	Normal Operations Planning	LSE	ARP Participant is responsible for reporting facility status as requires by standard TOP-002-2.

SCHEDULE D

FMPA Compliance Contact:

Frank Gaffney
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
T. 407-355-7767
F. 407-355-5794
Email:
compliance.officer@fmpa.com

ARP Participant Compliance Contact:

Bob Bruck
City of Leesburg
501 W. Meadow St.
Leesburg, Florida 34748
P.O. Box 490630
T. 352-728-9817
F. 352-728-9809
Email:
bobby.bruck@leesburgflorida.gov

