

LANDERS & PARSONS, P.A.

ATTORNEYS AT LAW

DAVID S. DEE
DIANE K. KIESLING
JOSEPH W. LANDERS, JR.
JOHN T. LAVIA, III
FRED A. McCORMACK
PHILIP S. PARSONS
LESLIE J. PAUGH
ROBERT SCHEFFEL WRIGHT

VICTORIA J. TSCHINKEL
SENIOR CONSULTANT
NOT A MEMBER OF THE FLORIDA BAR

MAILING ADDRESS:
POST OFFICE BOX 271
TALLAHASSEE, FL 32302-0271

310 WEST COLLEGE AVENUE
TALLAHASSEE, FL 32301

TELEPHONE (850) 681-0311
TELECOPY (850) 224-5595
www.landersonparsons.com

October 18, 2000

RECEIVED AND
REPORTING
OCT 18 PM 4:05
OCT 18 1990

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, FL 32399-0850

In re: Substitution of Pages in Calpine-Seminole MOU
Docket No. 000442-EI

Dear Ms. Bayo:

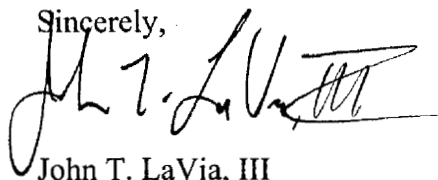
On October 17, 2000, we filed in PSC Docket No. 000442-EI on behalf of our client, Calpine Construction Finance Company, L.P. ("Calpine"), a request for specified confidential treatment of a Memorandum of Understanding between Calpine and Seminole Electric Cooperative, Inc. (the Calpine-Seminole MOU), 15 redacted copies of the Calpine-Seminole MOU, and one unredacted, confidential copy of the Calpine-Seminole MOU.

In the redacted copies of the Calpine-Seminole MOU we inadvertently redacted Section 15, on pages 18 and 19. To correct this oversight, we are enclosing 15 copies of revised pages 18 and 19 which include Section 15 in its entirety. Please substitute the attached pages 18 and 19 for the original pages 18 and 19 in the redacted copies of the Calpine-Seminole MOU. We will provide substitute pages 18 and 19 to all parties to this proceeding.

If you or your staff have any questions, please feel free to call. Thank you for your assistance.

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- CPC _____
- PAI _____
- RGO _____
- SEC _____
- SER _____
- OTH _____

Sincerely,


John T. LaVia, III

Enclosures RECEIVED & FILED

FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

13276 OCT 18 8

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, on this 18th day of October, 2000, to the following:

Robert V. Elias, Esq.
Rachel N. Isaac, Esq.
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, FL 32399-0850

Debra Swim, Esq.
LEAF
1114 Thomasville Road
Suite E
Tallahassee, FL 32303

Matthew M. Childs, Esq.
Charles A. Guyton
Steel Hector & Davis, LLP
215 South Monroe Street
Suite 601
Tallahassee, FL 32301
(Florida Power & Light Co.)

William G. Walker, III
Vice President
Regulatory Affairs
Florida Power & Light Co.
9250 West Flagler Street
Miami, FL 33174
(Florida Power & Light Co.)

Gary L. Sasso, Esq.
Jill H. Bowman, Esq.
Carlton Fields
P.O. Box 2861
St. Petersburg, FL 33731
(Florida Power Corporation)


James A. McGee, Esq.
Senior Counsel
Florida Power Corporation
P.O. Box 14042
St. Petersburg, FL 33733
(Florida Power Corporation)

Robert W. Pass, Esq.
Carlton Fields
215 S. Monroe Street, Suite 500
Tallahassee, FL 32301
(Florida Power Corporation)

Scott A. Goorland, Esq.
Dept. of Environmental
Protection
3900 Commonwealth Blvd, MS 35
Tallahassee, FL 32399-2400

Mr. Paul Darst
Dept. of Community Affairs
Division of Local
Resource Planning
2740 Centerview Drive
Tallahassee, FL 32399-2100

Jon C. Moyle, Jr., Esq.
Moyle, Flanigan, Katz, Kolins,
Raymond & Sheehan, P.A.
The Perkins House
118 North Gadsden Street
Tallahassee, FL 32301



Attorney

Section 13 Applicable Law

Section 14

Section 15 Reopener

The Parties will engage in good faith negotiations concerning the terms and conditions under which the PPA will continue beyond May 31, 2009 ("Continuation"). If the Continuation is not executed by July 31, 2005, either Party will be free to terminate the agreement for its convenience upon sixty (60) days notice. Such termination will be based upon the terminating

PRIVILEGED AND CONFIDENTIAL

Party's sole judgment. If either Party terminates the PPA for its convenience pursuant to this Section, then (i) the early termination date shall be the date specified by the terminating Party in its written notice to the other Party, (ii) no termination charges shall apply, (iii) and any further rights and obligations between the Parties with respect to the PPA other than those that expressly survive shall terminate. The Parties agree that, unless otherwise agreed to by the Parties, Continuations to the PPA term shall be in sixty (60) month increments and that similar reopener provisions to that contained herein shall be part of any such PPA Continuation

Section 16 Ancillary Services

EXECUTION

By the signatures of their authorized representatives below, Buyer and Seller commit to negotiate in good faith a PPA. which, subject to approval of their respective board of directors and the Rural Utilities Service, incorporates the agreed upon fundamental commercial principles and mutually agreed upon general terms and conditions which are consistent with other power purchase agreements. This MOU may be executed in any number of counterparts, such counterparts may be transmitted by either Party to the other Party by facsimile transmission, and each executed counterpart or facsimile transmission thereof shall have the same force and effect as an original instrument.

CALPINE ENERGY SERVICES L.P.
a Delaware limited partnership

By: Robert K. Alf
Name: Bob Alf
Title: Senior Vice President

SEMINOLE ELECTRIC COOPERATIVE, INC.
a Florida corporation

By: R. J. Midulla
Name: R. J. MIDULLA
Title: EXEC. V.P. & G.M.