

AMENDMENT TO
AMENDED AND RESTATED
ELECTRICAL POWER PURCHASE AGREEMENT

THIS AMENDMENT, made and entered into as of this 23rd day of November 199~~8~~³, amending the Amended and Restated Electrical Power Purchase Agreement dated as of February 21, 1989 (the "Revised Agreement"), by and between Pinellas County, a political subdivision of the State of Florida (the "County") and Florida Power Corporation, a private utility corporation having its principal place of business at St. Petersburg, Florida, and authorized to do business in the State of Florida ("FPC").

WITNESSETH:

WHEREAS, the County owns and contracts for the operation and maintenance of a Resource Recovery Facility (the "Facility") located at 3001 110th Avenue North, St. Petersburg, Pinellas County, Florida with an installed electric generating capacity of approximately seventy-five megawatts (75mw) of electric power; and

WHEREAS, the County and FPC entered into the Revised Agreement on February 21, 1989, wherein the County agreed to sell and deliver and FPC agreed to purchase and accept all the Net Electric Energy and the Committed Capacity from the Facility pursuant to the terms and conditions of the Revised Agreement; and

WHEREAS, pursuant to the Revised Agreement, FPC may declare the County to be in default thereunder if the County refuses or is unable to deliver the Committed Capacity after January 1, 1995; and

WHEREAS, relative to such default provision, FPC and the County agree that the Revised Agreement should be revised and clarified with respect to the extent of the County's Committed Capacity delivery obligation, including any demonstration of the County's ability to deliver the Committed Capacity.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Revised Agreement as follows:

1. Strike subsection 9.2(ii) in its entirety and insert in lieu thereof the following:

(ii) if the County, after January 1, 1996, fails to re-demonstrate the Facility's ability to deliver the Committed Capacity in accordance with Rate Schedule COG-2 within sixty (60) days of a request by FPC to do so; provided, however, that requests for such re-demonstration shall not be made more than once in any twelve (12) month period and shall be coordinated with the county so that the sixty (60) day period for re-demonstration avoids, if practical, previously notified periods of scheduled outages and reductions in capacity pursuant to Section 4.0 et seq. hereof.

2. In accordance with Section 24.0 of the Revised Agreement, the County and FPC expressly acknowledge that this Amendment shall not be construed as a waiver or relinquishment

of any right or as a modification of any provision of the Revised Agreement other than specifically provided for in this Amendment.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed the day and year first above written.

ATTEST:

William L. Baran
Witness

Robert D. Dola
Witness

FLORIDA POWER CORPORATION

By: M. H. Phillips
M. H. Phillips
Executive Vice President

PINELLAS COUNTY, FLORIDA
By and Through Its Board of
County Commissioners.

By: Charles T. Brining
Chairman

ATTEST: KARLEEN F. De BLAKER
Clerk

By: Norma Grant
Deputy Clerk

Approved as to form:

M. J. Yard
County Attorney

I, KARLEEN F. De BLAKER, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida.

Witness my hand and seal of said County, this 29th day of November, A.D. 1992.
KARLEEN F. De BLAKER, Clerk of the Circuit Court Ex-Officio Clerk to the Board of County Commissioners, Pinellas County, Florida.

By: Norma Grant
Deputy Clerk





FEB 10 2001

October 11, 1994

Pinellas County
Board of County Commissioners
315 Court Street
Clearwater, Fl. 34616

RE: Letter of Understanding, Pinellas County Resource Recovery Facility, Electric Energy Generation, Sales and Purchase Reductions per Florida Power Corporation Request

Dear Commissioners:

This letter will confirm and formalize the understanding between Pinellas County, Florida (the "County") and Florida Power Corporation ("FPC") concerning each party's commitments and responsibilities with respect to reducing (1) the sale and delivery obligation of the County of electric energy generated at the County's Resource Recovery Facility (the "Facility") to FPC and (2) the obligation of FPC to accept and purchase all electric energy from the County, all during low electric energy load periods on FPC's system and in accordance with this Letter.

1. The County owns and currently contracts with Wheelabrator Pinellas, Inc. for the operation and maintenance of the Facility.
2. The County and FPC entered into the Amended and Restated Electrical Power Purchase Agreement dated February 21, 1989 (the "Amendment") wherein, subject to the terms and conditions of the Agreement, the County agreed to sell and deliver electric energy generated by the Facility to FPC and FPC agreed to accept and purchase such electric energy for the term of the Agreement. Effective January 1, 1995 and through the term of the Agreement, the County agreed to make available and FPC agreed to purchase electric capacity pursuant to the terms and conditions of the Agreement.
3. Pursuant to your letter to Bob Van Deman, the then Director, Pinellas County Department of Solid Waste Management, dated July 18, 1994 and your subsequent letter to Michael Rudd, the present Acting Director, Pinellas County Department of

Solid Waste Management, dated September 23, 1994, FPC advised that it was concerned about the reliability and economics of its electric system during and following low load conditions. Accordingly, FPC requested that all qualifying facility suppliers and other non-utility generators of electric energy on its system, including the County, meet with FPC to discuss and commit to an orderly reduction and curtailment plan relative to electric energy generation and sales to FPC during such low electric energy load periods.

4. The following details the understanding between the parties as to how the County will assist FPC during periods of low electric energy load on its system and the consideration FPC will give to the County in return for such assistance.
- a. The County shall reduce its electric energy sales and deliveries to FPC by approximately 20 megawatts for three calendar weeks each year consisting of seven 24 hour days each such week.
 - b. The three week reduction period referenced in "a" above shall be scheduled during the months of October and November. FPC shall have the right to designate the weeks during such months; provided, however, there shall be at least a two week interval between each week designated in October and November, provided further, that the County may by May 1 of each year give FPC notice that it is willing to wave a portion or all of said two week intervals. FPC shall give at least 90 days prior written notice to the County of each designated week, provided, however, that FPC may, in its discretion, change the designated week by redesignating the week immediately prior to or succeeding such designated week as the new designated week, except that FPC shall give the County 30 days prior written notice of such redesignation.
 - c. In addition to the three week period referenced in "a" and "b" above, the County shall exercise all reasonable efforts to perform scheduled and unscheduled maintenance during FPC's low electrical energy load periods. For purposes of this Letter, FPC's low electrical energy load periods shall be deemed to occur between the hours of 12:00 a.m. - 6:00 a.m. daily.
 - d. To the extent possible consistent with good operational standards applicable to the waste-to-energy industry, the County, during periods of low or declining solid waste fuel supplies, shall maximize electrical generation during FPC's on peak periods and minimize such generation during FPC's off-peak periods.
 - e. Subject to "f" below, FPC agrees to limit its electrical energy purchase curtailments to its low electrical energy load periods during the three week period referenced in "a" and "b" above.

see Sept 97

- f. To the extent FPC determines that additional reductions in FPC's electrical energy generation and/or purchases are necessary on its system during periods of low electrical energy loads, such further reductions shall be made in accordance with FPC's Minimum Load Emergency Curtailment Procedures contained in the FPC Curtailment Plan as filed with the Florida Public Service Commission ("FPSC"). For purposes of the Curtailment Plan, the County, by virtue of the execution of this Letter, will be placed in the least impacted group or category to which the County will qualify which, as of the date of this Letter, is as a Group A Non-Utility Generator. It is FPC's current intent that the County qualify for the least impacted group or category.

Nothing in this Letter shall (i) be deemed to alter the rights and obligations of the parties under FPSC Rule 25-17.086, as the same may be amended from time to time and (ii) be construed as limiting in any way the rights of the County to pursue and, if successful, secure its interests relative to FPC's Curtailment Plan before the FPSC and appropriate judicial forums.

- g. The hours of any reduction in electrical energy purchases from the County shall not be counted in determining the capacity factor for any given month under the Agreement.
- h. The term of this Letter shall be for the lesser of (i) five year years or (ii) the period of the exigent circumstances applicable to FPC's low electrical energy load period. To the extent that such exigent circumstances continue to exist after five years from the date of this Letter, the term of this Letter shall be automatically extended until the earlier to occur of (i) the conclusion or expiration of such exigent circumstances or (ii) the County's written notice to FPC terminating this Letter as of the date specified in such notice which date shall not precede the date of such notice.

5. This Letter shall serve to amend and clarify the rights and obligations of the County and FPC under the Agreement for the term of this Letter. The County's compliance with this Letter shall neither be construed or interpreted as default nor the occurrence and continuance of a force majeure under the Agreement.

In all other respects, the terms, conditions and obligations under the Agreement shall be binding on the parties. In the event of any conflict between the provisions of this Letter and the Agreement, this Letter shall govern.

Please indicate your acknowledgement and consent to this understanding by signing in the space provided below and returning the same to me.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed the day and year first above written.

ATTEST:

By: Janes P. Farrow
Assistant Secretary
General Counsel



FLORIDA POWER CORPORATION

By: Joseph H. Richardson
Name: Joseph H. Richardson
Title: Senior Vice President

PINELLAS COUNTY, FLORIDA
By and Through its Board of County Commissioners.

ATTEST: KARLEEN F. DeBLAKER
Clerk

By: Gene Zymball
Chairman

By: Norma Grant
Deputy Clerk

Approved as to form:

M. J. [Signature]
County Attorney

AJH#3:Pinellas.02



September 5, 1997

Pinellas County Board
of County Commissioners
315 Court Street
Clearwater, FL 33756

Re: Amendment to Letter of Understanding, Pinellas County Resource Recovery Facility, Electric Energy Generation, Sales and Purchase Reductions Per Florida Power Corporation Request

Dear Commissioners:

On October 11, 1994, Pinellas County, Florida (the "County") and Florida Power Corporation ("FPC") signed a Letter of Understanding ("Letter of Understanding") confirming and formalizing the understanding between the County and FPC concerning each party's commitments and responsibilities with respect to (1) reducing the sale and delivery obligation of the County of electric energy generated at the County's Resource Recovery Facility (the "Facility") to FPC, and (2) the obligation of FPC to accept and purchase all electric energy from the County, during low electric energy low periods on FPC's system. A copy of the Letter of Understanding is attached hereto as Exhibit A.

As a result of recent discussions between the County and FPC, the parties to the Letter of Understanding desire to make certain changes to subparagraphs a, b, and c of paragraph 4 of the Letter of Understanding. Subparagraphs a, b, and c of paragraph 4 are hereby amended as follows:

4. The following details the understanding between the parties as to how the County will assist FPC during periods of low electric energy load on its system and the consideration FPC will give to the County in return for such assistance.
 - a. The County shall reduce its electric energy sales and deliveries to FPC by approximately 20 megawatts for four calendar weeks each year, consisting of seven 24-hour days each such week.

September 5, 1997

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- b. The four-week reduction period referenced in "a" above shall be scheduled during the months of October, November and December. FPC shall have the right to designate the weeks during such months.
- c. In addition to the four-week period referenced in "a" and "b" above, the County shall exercise all reasonable efforts to perform scheduled and unscheduled maintenance during FPC's low electrical energy low periods. For purposes of this Letter, FPC's low electrical energy low periods shall be deemed to occur between the hours of 12 a.m. to 6 a.m. daily.

Except as provided in this Amendment, all terms, conditions, and obligations of the Letter of Understanding shall remain binding on the parties.

Please indicate your acknowledgment and consent to this understanding by signing in the space provided below and returning the same to me.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

ATTEST:
KARLEEN F. DeBLAKER, CLERK

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

By: *Spencer R. Barnes*
Deputy Clerk 10/21/97

By: *Robert B. ...*
Chairman

APPROVED AS TO FORM:

[Signature]
Office of the County Attorney



ATTEST:

[Signature]

FLORIDA POWER CORPORATION

By: *Jeffrey J. Hennrich*
Its Senior Vice President

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November 20, 2000

Pinellas County
Board of County Commissioners
315 Court Street
Clearwater, FL 33756

Re: Electrical Capacity Payments During Resource Recovery Facility Boiler Modifications

Dear Commissioners,

As a result of recent discussions between Pinellas County (the "County") and Florida Power Corporation ("FPC") (together, the "Parties"), it is our understanding that the County intends to replace portions of boiler unit trains and certain other Resource Recovery Facility (the "Facility") components (the "Capital Replacement Project") at the Facility during calendar years 2001, 2002 and 2003 (the "Reference Years") to improve the reliability and efficiency of the Facility. The work will be performed by or through the Facility operator, Wheelabrator Pinellas Inc. As currently envisioned, the Capital Replacement Project will replace a portion of one boiler unit train and other Facility components each of the three Reference Years, during an approximate three month period commencing October 1, or such earlier date as the Parties may mutually agree, of each such Reference Year. During each such period, the Parties anticipate that Facility electric capacity availability will be reduced and, correspondingly, electrical energy generation and delivery to FPC.

The purpose of this letter is to confirm and formalize our agreement as to how reductions in electrical generation at the Facility as a consequence of the Capital Replacement Project will be addressed for purposes of calculating electrical capacity payments under the Amended and Restated Electrical Power Purchase Agreement dated February 21, 1989 between the Parties ("AREPPA"). In furtherance thereof, the Parties hereby agree as follows:

1. Commencing on October 1, or such earlier date as the Parties may mutually agree, but in no event earlier than September 15, of each Reference Year, the County may take off-line one boiler unit train at the Facility to undergo certain modifications and component replacements contemplated as part of the Capital Replacement Project.
2. The County is permitted, for purposes of this letter agreement, to treat each downtime period described in Paragraph 1 above as a partial and temporary curtailment period.

3. If the County exercises its right pursuant to Paragraph 2 above, the County shall give at least one (1) week prior written notice (the "Curtailment Notice") to FPC specifying the estimated duration of such partial and temporary curtailment. Such partial and temporary curtailment periods shall commence at 12:01 a.m. on the date referenced in Paragraph 1 above and end at 12:00 a.m. on the last day of the applicable period as specified in the applicable Curtailment Notice. The maximum duration of any single period shall be twelve (12) consecutive weeks, inclusive of the curtailment period referenced in Paragraph 8.

4. For each period that the County elects to exercise Paragraph 2 above, the County shall specify in each Curtailment Notice, on a one time basis each Reference Year, the Committed Capacity for the period specified in such Curtailment Notice. This Committed Capacity shall be in substitution for the otherwise applicable Committed Capacity (as of the date of this letter agreement, 54.75 MW) under the Agreement for such period; provided, however, to the extent Paragraph 8 shall be applicable during the twelve (12) week period, the applicable Committed Capacity value and the level of capacity payments provided during the curtailment period (as of the date of this letter agreement, four (4) weeks), described in Paragraph 8 shall govern.

5. Capacity factor requirements under the Agreement shall be determined on an ongoing, twelve month rolling average basis as shown below.

- Where:
- MHW_D = megawatt hours delivered to FPC
 - MW = megawatts
 - CC_{NOR} = normally applicable Committed Capacity (currently 54.75 MW) in MW
 - CC_{PT} = County elected partial and temporary curtailment period Committed Capacity for period n in MW
 - CF₁₂ = 12 month rolling capacity factor
 - H_{NOR} = hours at the normally applicable Committed Capacity in past 12 months
 - H_{PT} = hours at the County elected partial and temporary curtailment period Committed Capacity for period n in the past 12 months
 - Outages = the number of County elected partial and temporary curtailment period outages under this letter agreement

$$CF_{12} = \frac{MWH_D}{\text{outages} + (CC_{NOR} \cdot H_{NOR}) + \sum_{n=1} CC_{PT} \cdot H_{PT}}$$

6. For each elected partial and temporary curtailment period, the capacity payment value shall be the applicable value (\$/kW) specified in Appendix A of the Agreement. If the On-Peak Capacity Factor falls below 60%, then FPC will not make a capacity payment. Therefore, the capacity payment will equal the product of the capacity payment value (as determined in this Paragraph) and the Committed Capacity elected in Paragraph 4 above.

7. For purposes of capacity payments, each elected partial and temporary curtailment period shall be measured on an hourly basis, i.e., the specified Committed Capacity for such period shall commence and conclude on an hourly basis.

8. Curtailment periods recognized pursuant to the Parties letter agreement dated October 11, 1994, as amended by letter agreement between the Parties dated September 5, 1997, (together, the "Curtailment Letter Agreements") shall, to the extent referenced in this letter agreement, take precedence over the otherwise applicable provisions of this letter agreement.

Thus, by way of example, if Boiler Unit Train No. 1 of the Facility is taken offline for modifications and component replacement for twelve (12) weeks during the Fall of 2001, (and assuming no curtailment periods are applicable) the County (if it elects to declare such period) shall, in addition to the notice requirements of Paragraph 3, specify the Committed Capacity for such period. Assume the County specifies 40 MWs as its Committed Capacity for such period. Then, providing the capacity factor requirements for full capacity payments are met, the County will be paid on the basis of Appendix A, Column 1 for 40 MWs for such period with such period beginning and ending on an hourly basis.

Except as otherwise provided in this letter agreement, all terms, conditions and obligations of the Curtailment Letter Agreements and the AREPPA shall remain binding on the Parties.

The term of this letter agreement shall commence on the date hereof and expire at midnight, December 31, 2003. This letter agreement shall be contingent upon the parties receiving a final order from the Florida Public Service Commission approving this agreement and which is acceptable to FPC, in its sole discretion.

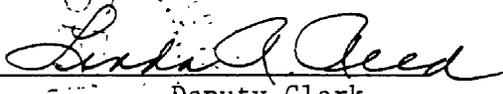
This letter agreement may be executed in more than one counterpart, each of which shall be deemed an original.

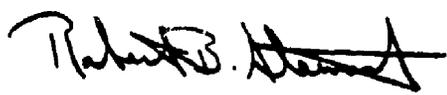
Please indicate your acknowledgment and consent to this letter agreement by signing in the space below and returning the same to me.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day and year first written above.

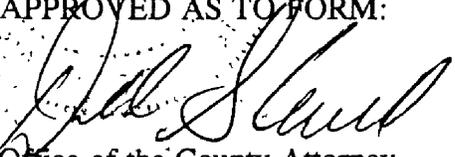
ATTEST:
KARLEEN F. DE BLAKER, CLERK

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners

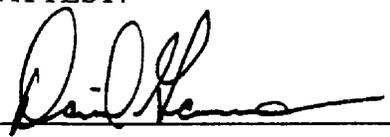
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Deputy Clerk

By: 

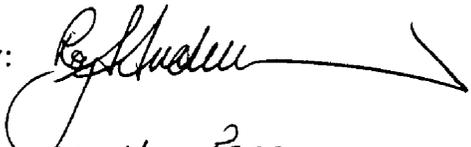
APPROVED AS TO FORM:


Office of the County Attorney

ATTEST:



FLORIDA POWER CORPORATION

By: 

Its: SR. Vice Pres