

FEB 04 1985

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA; GRANTING A SPECIAL AGREEMENT VARIANCE TO THE ORLANDO UTILITIES COMMISSION PURSUANT TO §28-60(L), ORANGE COUNTY CODE; PROVIDING AN EFFECTIVE DATE.

RECITALS

1. The Orange County Wastewater System User Rules set forth certain pretreatment requirements for customers of the Orange County Wastewater System.
2. Section 28-60(L), Orange County Code, authorizes the County to grant a variance from the permitting requirements of the Orange County Wastewater System User Rules or those industrial users with which the County executes an agreement providing for the County to construct and operate, at the cost of the industrial user, a pretreatment facility which is capable of achieving compliance with the limitations in wastewater strength set forth in §28-44, Orange County Code, the National Catagorical Pretreatment Standards, and applicable state treatment requirements.
3. Orange County and the Orlando Utilities Commission entered into a cooling water supply agreement, contract no. S-84-3 on February 13, 1984, as amended on February 13, 1985, which provides for the sharing of costs for the construction of a pretreatment facility and other consideration as contemplated under the Orange County Wastewater System User Rules.

ACCORDINGLY, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

SECTION 1. GRANT OF VARIANCE. The Board of County Commissioners of Orange County, Florida, hereby grants to the Orlando Utilities Commission a variance pursuant to §28-60(L), Orange County Code, subject to compliance with the Orange County/Orlando Utilities Commission Cooling Water Supply Agreement, Contract No. S-84-3, and other applicable provisions of the Orange County Wastewater System User Rules.

SECTION 2. EFFECTIVE DATE. This Resolution and the variance granted hereby shall take effect on the date of execution by an authorized representative of the OUC, or execution by

an authorized representative of the Board of the Amendment to Orange County/Orlando Utilities Commission Cooling Water Supply Agreement (the proposed copy of which is attached and incorporated herein as Exhibit "A"), whichever last occurs. If said Amendment is not executed by both the OUC and the County within ten (10) days from the date of adoption of this Resolution, this Resolution and the variance granted hereby shall automatically repeal and be of no further force and effect.


RESOLVED THIS 4TH DAY OF FEBRUARY, 1985.



Chairman, Board of County Commissioners
of Orange County

ATTEST:

By:



Deputy Clerk to Board
of County Commissioners

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

FEB 04 1985

AMENDMENT TO

ORANGE COUNTY/ORLANDO UTILITIES COMMISSION

COOLING WATER SUPPLY AGREEMENT

CONTRACT NO. S-84-3

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FEB 04 1985

AMENDMENT TO
ORANGE COUNTY/ORLANDO UTILITIES COMMISSION
COOLING WATER SUPPLY AGREEMENT
CONTRACT NO. S-84-3

THIS AGREEMENT is made and entered into this 13th day of February, 1985, by and between ORANGE COUNTY, a political subdivision of the State of Florida (hereafter "County"), and the ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida (hereafter "OUC").

R E C I T A L S

1. The parties hereto executed the Orange County/Orlando Utilities Commission Cooling Water Supply Agreement, Contract No. S-84-3, on February 13, 1984 (hereafter "Original Agreement").

2. The CHSEC conditions of certification were amended by final order filed June 28, 1984, making the County's Eastern Subregional Plant the exclusive source of treated effluent for Cooling Water for the CHSEC.

3. Subsection 3.13(c) of the Original Agreement provides that if the County did not receive all necessary approvals for its pretreatment program by August 13, 1984, that the parties agreed that either or both parties could restructure or terminate the Original Agreement.

4. The County did not receive USEPA approval for its pretreatment program and ordinance until August 19, 1984.

5. Both parties now elect to restructure the Original Agreement by written amendment thereto, as authorized by Subsection 3.13 and Section 15 thereof, to conform with such conditions as FDER/USEPA presently indicate they will impose concerning the discharge of Effluent from the County's Eastern Subregional Plant.

ACCORDINGLY, in consideration of the Recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, at the time of execution of this Agreement, and form a

material part of this Agreement and the Original Agreement.

SECTION 2. AMENDMENT TO SUBSECTION 3.8 OF ORIGINAL AGREEMENT.

Subsection 3.8 of the Original Agreement is amended to read as follows:

"3.8. Acceptance of Cooling Water at the CHSEC.

(a) So long as the County complies with the quantity and quality requirements set forth in this Agreement and cures any default within the time limits set forth in Subsections 9.1 and 9.2 of this Agreement, the County shall be the exclusive source of Cooling Water to Units 1, 2, 3 and 4 of the CHSEC. OUC shall have the right to refuse any County Effluent which has not been treated to a minimum of secondary treatment or which would, in the opinion of OUC, preclude full load power plant operation; however, OUC shall not exercise this right of refusal unreasonably.

(b) OUC agrees to accept the quantity of Effluent set forth on Exhibit "D" attached hereto and incorporated herein, except in the event of an outage. During periods of CHSEC outages:

1. The County shall utilize all Effluent disposal capacity via the existing infiltration basins, including any future permitted Effluent disposal systems, including overland flow/wetlands disposal systems, to the extent that permitted capacity is available.

2. The County shall then use Effluent storage at the Eastern Subregional Plant Effluent disposal systems and at the CHSEC to the extent available. In such event, OUC agrees to fill the makeup water supply pond located on the Plant Site Property with Effluent, thereby raising (and maintaining, if necessary), the pond level up to but not exceeding a pond level of seventy-seven feet (77') above mean sea level; except that OUC at its sole option during the period May 1 through

September 30 of any year may reduce this maximum level to seventy-six feet (76') above mean sea level in anticipation of adverse weather conditions. In the event that the pond level exceeds the seventy-seven foot (or reduced) maximum level, then OUC may return water to the Eastern Subregional Plant until the maximum level is again established, after first notifying the County. The County will not unreasonably withhold acceptance of this returned water.

3. In the event that outages at the CHSEC result in unpermitted discharges at the CHSEC or the Eastern Subregional Plant Effluent disposal systems, then the County and OUC shall indemnify each other in the amount equal to one-half (1/2) of any penalties or fines levied, assessed or otherwise imposed on either party by FDER or USEPA or successor agencies. Such indemnification shall cover only that portion of the penalties or fines directly attributable to discharges caused by outages. However, in the event such a fine or penalty is the result of the sole negligence or breach of this Agreement by a party hereto then said party shall bear the full amount of any such fine or penalty.

(c) The parties recognize the requirements imposed upon the County by the State Consent Order with FDER as the same may be modified. OUC agrees to use its best efforts to complete construction of Unit 1 of the CHSEC with initial operation by July 1, 1987, and commercial operation by September 1, 1987. If the OUC determines that it will be delayed in completing construction of Unit 1 of the CHSEC for initial operation beyond July 1, 1987, or if the OUC determines not to construct Unit 1 or is prevented by court or administrative order from constructing Unit 1 of the CHSEC, it shall send written notice thereof to the County as soon as possible.

(d) OUC shall not be liable to the County for any damages or liability by virtue of not constructing the CHSEC including its railroad spur for any reason. If OUC determines not to construct Unit 1 of the CHSEC or is permanently prevented by court or adminis-

trative order from constructing or operating Unit 1 of the CHSEC, then the County's obligation to provide Cooling Water to the CHSEC shall terminate.

(e) OUC shall provide to the County in writing the dates and times of all scheduled outages of the CHSEC within five (5) days of determination or revisions of such scheduled outages. In order to facilitate the best possible coordination between the parties, OUC agrees to give the County oral, followed by written notice as soon as possible for all unscheduled outages."

SECTION 3. ADDITION OF AMENDED EXHIBIT "B" AND EXHIBIT "D" TO ORIGINAL AGREEMENT.

3.1. The parties hereby agree to the amended Exhibit "B" to the Original Agreement, which is attached to and incorporated in this Agreement. This amended Exhibit "B" deletes the third column of weekly quantities (measured in "gpd") contained in both Condition I and Condition II and entitled "Weekly Basis". Except for this deletion, all other portions of Exhibit "B" shall remain the same. This amended Exhibit "B" shall, from this date forth, supersede and replace the Exhibit "B" attached to the Original Agreement.

3.2. The parties hereby agree to Exhibit "D", which is attached to and incorporated in this Agreement. Exhibit "D" is hereby declared attached to and incorporated in the Original Agreement.

SECTION 4. EFFECT OF THIS AGREEMENT. This Agreement constitutes an amendment to the Original Agreement. Except as expressly amended by this Agreement, nothing herein shall be construed to amend, modify or change the Original Agreement.

SECTION 5. CONDITION PRECEDENT TO THIS AGREEMENT. It is acknowledged that all conditions precedent to the Original Agreement including the issuance of a variance pursuant to Section 28-60(L), Orange County Code, have been met either prior to or contemporaneous with the execution of this amendment to the Original Agreement by the parties hereto.

SECTION 6. TERM OF AGREEMENT. The term of this Agreement and the Original Agreement shall continue in full force and effect for a period of twenty-five (25) years from September 1, 1987, and thereafter shall automatically be extended for succeeding periods of ten (10) years each, except that this Agreement and the Original Agreement may be terminated upon the end date of either the twenty-five (25) year period or any ten (10) year period by either party by delivery at least five (5) years prior to said end date of written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

Attest:

ORANGE COUNTY, FLORIDA

Mary Jo Garrison
Deputy Clerk of the Board of
County Commissioners

By: Hal Marston
Chairman, Board of County
Commissioners

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by HAL MARSTON,

Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this 13th day of February, 1985.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of February, 1985.

Bartholomew E. Lambert
Notary Public
My Commission Expires at Largo
My Commission Expires April 13, 1985
Bonded by American Fidelity & Guaranty Co.
ORLANDO UTILITIES COMMISSION

Attest:

Virginia E. Crane
Special Assistant to General Manager

By: H. C. Luff
General Manager

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by MR. HARRY C. LUFF, the General Manager of the Commission, known to me to be the person described in and who executed the foregoing, this 12th day of February, 1985.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of February, 1985.

Betty J. Purrow
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Nov. 18, 1983
Bonded thru Troy Fain Insurance, Inc.
FOR THE USE AND RELIANCE OF OUC ONLY

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.

Approved as to form and legality.

February 13, 1985

Thomas A. Cloud
Special Counsel

Approved as to form of execution,
February 12, 1985.

Thomas A. Luff
Staff Counsel
Orlando Utilities Commission

EXHIBIT "B"

STANTON ENERGY CENTER MAKEUP

AND BLOWDOWN QUANTITIES

	<u>Condition I</u>		<u>Condition II</u>	
	<u>Yearly Basis</u> (gpd*)	<u>Monthly Basis</u> (gpd)	<u>Yearly Basis</u> (gpd)	<u>Monthly Basis</u> (gpd)
<u>Unit 1</u>				
Makeup	3,688,000	4,318,000	3,937,000	4,608,000
Blowdown	408,000	478,000	657,000	768,000
<u>Units 1 & 2**</u>				
Makeup	7,416,000	8,676,000	7,914,000	9,256,000
Blowdown	816,000	956,000	1,314,000	1,536,000
<u>Units 1, 2 & 3**</u>				
Makeup	13,048,000	15,213,000	13,879,000	16,229,000
Blowdown	1,428,000	1,673,000	2,300,000	2,688,000
<u>Units 1, 2, 3, & 4**</u>				
Makeup	18,600,000	21,750,000	19,844,000	23,201,000
Blowdown	2,040,000	2,390,000	3,285,000	3,840,000

*gallons per day

**The quantities listed herein are estimated only based upon anticipated operating conditions. It is further understood that actual water requirements may vary, based on many factors including but not limited to energy output, equipment, operating variations or malfunctions, improved technology, etc.

EXHIBIT "D"

STANTON ENERGY CENTER

QUANTITY OF EFFLUENT TO BE ACCEPTED

	<u>Initial Operating Period*</u> mgd**	<u>Normal Operation</u> mgd
<u>Unit 1</u>		
Effluent	3.5	3.7
Blowdown Return	<u>-0.4</u>	<u>-0.4</u>
Net Effluent Disposal	3.1	3.3
<u>Units 1 and 2</u>		
Effluent	7.2	7.4
Blowdown Return	<u>-0.8</u>	<u>-0.8</u>
Net Effluent Disposal	6.4	6.6

*Estimated to be from 1987 to 1990 for Unit 1.

**millions gallons per day