

SCHEDULE 1

ESCALATION ADJUSTMENT FACTOR

The Escalation Adjustment Factor for each Contract Year shall be based on a five year rolling average of the average annual percent change of (1) the National Consumer Price Index for all Urban Consumers (2) the Consumer Price Index for all Urban Consumers for the Miami Florida Area and (3) the Producers Price Index for All Commodities (Series ID: WPU 00000000). Should an index be discontinued or be substantially modified, then an alternate index or indices shall be chosen by mutual consent of the parties. Said substitute index or indices shall be selected to maintain the purchase power of one dollar at a constant level, considering the nature of expenses incurred in the operation and maintenance of the Facility. If the federal government publishes a Consumer Price Index for all Urban Consumers for the Orlando SMSA, such Index shall be substituted for the Miami Consumer Price Index.

The average annual percent change for each year of the five (5) years used in calculating the Escalation Adjustment Factor for each Contract Year will be calculated based on a simple average of percent change in (1) the value of the National Consumer Price Index for all Urban Consumers (CPI-U) as of April 1 of the current year versus the value on April 1 of the previous year; (2) the value of the Consumer Price Index for all Urban Consumers for the Miami, Florida Area (CPI – UMiami)(to be substituted with Orlando if available) as of April 1 of the current year versus the value on April 1 of the previous year and (3) the value of the Producers Price Index (PPI) as of April 1 of the current year versus the value on April 1 of the previous year. The simple average annual percent change for each of the five (5) previous years results in the five (5) year rolling average percent change. This percent change is then added to 1.0000 to determine the Escalation Adjustment Factor for that particular Contract Year. The Escalation Adjustment Factor shall be rounded to the nearest ten-thousandth (.0001).

At October 1, 2004, at the end of the first Contract Year only, the Escalation Adjustment Factor shall be calculated using 75% of the five year rolling average referred to above. There shall be no escalation adjustment prior to that date.

The Escalation Adjustment Factor cannot be a number less than 1.0000 in any Contract Year.

Thirty (30) days prior to the end of each Contract Year, the Company and the County shall enter into a written agreement setting forth the Escalation Adjustment for the upcoming Contract Year, in the form set forth in the following example:

[See Next Page]

Escalation Adjustment Factor Calculation Example

	<u>APRIL CPI-U</u>	<u>APRIL CPI-U Miami</u>	<u>APRIL PPI</u>
1998	162.5	160.2	124.9
1999	166.2	161.7	123.6
2000	171.3	166.9	130.7
2001	176.9	172.8	136.4
2002	179.8	175	130.8
2003	183.8	180.6	136.8

2004	186.0	183.0	139.0	Estimated numbers for purpose of sample calculation only.
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2005	188.0	185.0	141.0	Estimated numbers for purpose of sample calculation only.
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2006	200.0	197.0	163.0	Estimated numbers for purpose of sample calculation only.
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	<u>Index Years Used for Calculation</u>	<u>1 Year Escalation Factor Average</u>			<u>Average Annual Percent Change</u>	<u>Years Used for Calculation of 5 Year Rolling Average</u>	<u>5 Year Rolling Average % Change</u>	<u>Escalation Adjustment Factor</u>
		<u>CPI-U</u>	<u>CPI-U Miami</u>	<u>PPI</u>				
1999	(1999-1998)/1998	2.277%	0.936%	-1.041%	0.724%			
2000	(2000-1999)/1999	3.069%	3.216%	5.744%	4.010%			
2001	(2001-2000)/2000	3.269%	3.535%	4.361%	3.722%			
2002	(2002-2001)/2001	1.639%	1.273%	-4.106%	-0.398%			
2003	(2003-2002)/2002	2.225%	3.200%	4.587%	3.337%	(1999+2000+2001+2002+2003)/5	2.279%	1.0228
2004	(2004-2003)/2003	1.197%	1.329%	1.608%	1.378%	(2000+2001+2002+2003+2004)/5	2.410%	1.0181 **
2005	(2005-2004)/2004	1.075%	1.093%	1.439%	1.202%	(2001+2002+2003+2004+2005)/5	1.848%	1.0185
2006	(2006-2005)/2005	6.383%	6.486%	15.603%	9.491%	(2002+2003+2004+2005+2006)/5	3.002%	1.0300

** For 2004 only the Escalation Adjustment Factor is calculated using 75% of the 5 Year Rolling Average % Change.

Sample of Operating Charge Calculations based on Estimated NumbersOperating Charge for October 1, 2004 Calculation

Begin Operating Charge on January 1, 2004	\$ 543,982.50
5 Year Rolling Escalation Average as of October 1, 2004:	2.4100%
Escalation Adjusted Rate (Jan-Oct) 75% of 2.410%:	1.8075%
Escalation Adjustment Factor as of October 1, 2004:	1.0181
Operating Charge as of October 1, 2004	\$ 553,814.98

Operating Charge for October 1, 2005 Calculation

Current Operating Charge	\$ 553,814.98
Escalation Adjustment Factor as of October 1, 2005:	1.0185
Operating Charge as of October 1, 2005	\$ 564,060.56

Operating Charge for October 1, 2006 Calculation

Current Operating Charge	\$ 564,060.56
Escalation Adjustment Factor as of October 1, 2005:	1.0300
Operating Charge as of October 1, 2006	\$ 580,982.38

SCHEDULE 2

SITE DESCRIPTION

[LEGAL DESCRIPTION FROM 1988, TO BE BROUGHT DOWN AT CLOSING]

[REMOVED FROM DRAFT DUE TO FILE SIZE ISSUES; WILL BE INCLUDED IN FINAL]

SCHEDULE 3

ADJUSTMENTS IN GUARANTEED FACILITY PERFORMANCE

Notwithstanding any adjustment to the Service Fee outlined in Section 6.10 of the Agreement, during the term hereof, the Company shall be obligated to accept and process all Acceptable Waste delivered by the County to the Facility, up to the Guaranteed Annual Tonnage per Contract Year; subject, however, to the following limitations and adjustments:

(a) If the Company accepts and processes at least the Guaranteed Annual Tonnage of Waste delivered by the County in any Contract Year (subject to the adjustments described below), the Company shall not be liable for Performance Adjustments under this Agreement for County By-Pass Waste regardless of when during the Contract Year such waste was processed.

(b) Acceptable Waste delivered by the County and rejected by the Company under the following circumstances **shall not be counted** as Acceptable Waste delivered to the Facility, nor shall the Company suffer any liability or obligation with respect thereto:

- (i) Acceptable Waste delivered to the Facility
 - (A) in excess of 900 tons in any delivery day,
 - (B) in excess of the sum of
 - (1) 3675 tons in any seven day period in which no scheduled maintenance occurs, plus
 - (2) any additional capacity in the pit which the Company determines, subject to good operating standards, to be then available, so long as the loss of such capacity will not interfere with the obligations

of the Company under this Schedule or this Agreement or

- (C) in excess of the sum of
 - (1) 3675 tons less 264 tons times the number of “boiler-days” of scheduled maintenance in any seven day period in which scheduled maintenance occurs, plus
 - (2) any additional capacity in the pit which the Company determines, subject to good operating standards, to be then available, so long as the loss of such capacity will not interfere with the obligations of the Company under this Schedule or this Agreement.

For purposes of this test, scheduled maintenance shall not exceed 35 days per incinerator boiler unit per Contract Year prorated, if such Contract Year is less than a calendar year.

- (D) In excess of the sum of
 - (1) 14,775 tons in any month in which no scheduled maintenance occurs, plus
 - (2) any additional capacity in the pit which the Company determines, subject to good operating standards, to be then available, so long as the loss of such capacity will not interfere with the obligations

of the Company under this Schedule or this Agreement or

(E) in excess of the sum of

- (1) 14,775 tons less 264 times the number of “boiler-days” of scheduled maintenance in any month in which scheduled maintenance occurs, plus
- (2) any additional capacity in the pit which the Company determines, subject to good operating standards, to be then available, so long as the loss of such capacity will not interfere with the obligations of the Company under this Schedule or this Agreement.

For purposes of this criteria, scheduled maintenance shall not exceed 35 days per incinerator boiler unit per Contract Year prorated, if such Contract Year is less than a Calendar Year.

- (ii) Acceptable Waste delivered at times other than Receiving Hours.
- (iii) Acceptable Waste delivered during a period when the facility is unable to accept or process waste due to an Event of Unforeseen Circumstance.
- (iv) Any Acceptable Waste delivered by private persons or in small vehicles such as passenger cars, pick—up trucks, vans and other vehicles not designed for hauling Acceptable Waste.

(v) Acceptable Waste which the Company is not otherwise obligated to accept under any other provision of the Agreement.

(c) The throughput capacity of the Facility is predicated on the delivery of Acceptable Waste having a composition of Standard Reference Waste as described in Schedule 10 hereto. If the waste delivered to the Facility has a composition which differs from the Standard Reference Waste the following tonnage adjustment will be made.

(i) The Guaranteed Annual Tonnage requirement and the allowable delivery values provided in subsection (b) above in this Agreement shall be decreased to the extent that the BTU content per pound of waste delivered to the Facility exceeds 5000 BtU's per pound, by multiplying the required tonnage by a fraction, the numerator of which is the heating value of the Standard Reference Waste (5000 BTU's) and the denominator of which is the heating value of the waste delivered by the County to the Facility. For purposes of this calculation, the HHV of the waste processed shall be determined on a monthly basis in accordance with the methodology agreed to in Schedule 13 entitled "Higher Heating Value Determination Procedures."

SCHEDULE 4

FORM OF PARENT GUARANTY AGREEMENT

[TO BE ATTACHED]

SCHEDULE 5

PASS THROUGH COSTS TO THE COUNTY

The County shall pay the following costs as part of the monthly Waste Disposal Fee pursuant to this Agreement. The Company will provide information and documentation to the County to allow the County to determine the validity and propriety of amounts charged as Pass Through Costs. The documents and/or information provided shall allow the County to make an independent verification of the individual Pass Through Costs. Supporting documentation and information should be provided for all invoices or bills. In certain cases where the information needed may be confidential or proprietary or unavailable without reviewing confidential or proprietary information, the Company may elect to provide the information in summary form in a report prepared and certified by an outside consultant such as an insurance company or auditor. The Company shall make a good faith effort to obtain the best price available for all items listed herein in order to reduce the Pass Through Costs payable by the County:

1. The aggregate amount of all taxes, fees, assessments and other charges levied or imposed on or assessed against the Company, the Facility or the Site by the County (or any agency, public authority, special district, subdivision or other public instrumentality thereof), the State of Florida, the United States or any other governmental entity or authority having jurisdiction over the Facility, the Site or the Company and paid by the Company during the Contract Year, provided however that the foregoing shall not include (A) any taxes, fees, assessments or other charges that are based on or measured by gross or net income, (B) employment taxes including taxes under the Federal Insurance Contribution Act, or (C) any interest, penalties or fines accruing other than due to a County delay in payment or a County Fault. By way of example and not of limitation, these amounts include all real and personal property taxes, and any host fees or payments in lieu of taxes imposed on the Company with

respect to the Facility or the Site. The Parties will cooperate to reduce or eliminate such taxes, to the extent practicable.

2. Federal, State and local taxes or fees excluded from paragraph 1 above which are discriminatory in nature to resource recovery, large scale burning, steam generation or electric power production facilities.
3. The cost of environmental testing imposed after the Effective Date, which was not required by regulatory agencies as of the Effective Date.
4. Cost increases or decreases attributable to Landfill hours other than 8 a.m. to 5 p.m.
5. All costs incurred by the Company for insurance maintained pursuant to Schedule 12 of this Agreement.
6. All costs of purchased electricity and natural gas or propane required for the operation and maintenance of the Facility (including, without limitation, demand charges). However, if during any Contract Year the Company's usage of electricity or natural gas exceeds the Maximum Usage set forth in Table 1 below, the Company shall pay all costs related to such Utility Service in excess of that Maximum Utility Usage.

TABLE 1

MAXIMUM USAGE

(Based on 163,000 Tons/Year of Reference Waste Composition)

<u>Utility Service</u>	<u>Maximum Usage</u>
Natural Gas/Propane	20,000 million BTU
Electricity	1,222,500 KWH

7. All cost of handling, removal, clean-up, transportation and disposal of Unacceptable Waste and, subject to the provisions of this Agreement, Hazardous Waste.
8. The cost of scrubber reagent caused by concentrations of sulfur, chlorine or fluorine in excess of the concentration of the Standard Reference Waste as defined in Schedule 10, subject to reasonable technical substantiation.
9. All expenses related to the Bonds after their issuance, including compensation, fees and expenses of the Trustee and the Issuer or any of their subcontractors or agents, fees of rating agencies, bond insurance premiums, fees and expenses of any credit facility bank, letter of credit bank or other financial institution acting in a similar capacity, fees and expenses of any liquidity bank or other financial institution acting in a similar capacity, fees and expenses of depository, indexing or remarketing agents and Bond insurance issuers, Bond discount, legal and consulting expenses and fees, costs of printing and engraving, recording and filing fees and any other cost or expenses incurred by the Company (other than damages or other amounts due as a result of Company Fault) pursuant to the terms of the Indenture, Loan Agreement and other financing documents, all Rebate Requirements (as such term is defined in the Indenture) required to be paid by the Company pursuant to the Indenture or the Loan Agreement, any costs related to any liability incurred by the Company under any financing documents, including the Remarketing Agreement the Purchase Agreement (both as defined in the Indenture) or the offering materials for the Bonds for any reason other than Company Fault.
10. The costs, if any, for hauling Residue from the Facility to the Landfill in excess of the cost for hauling a like amount of Residue to a landfill located twenty (20) highway distance miles from the Facility.

11. The cost, if any of disposing of all Process Residue and Unacceptable Waste at the Landfill located twenty (20) highway miles distance from the Facility.
12. All substantiated costs of operation and maintenance resulting from the delivery and acceptance of County waste at the Facility at other than normal delivery hours as initially contemplated hereunder.
13. Subject to Cost Substantiation, the reasonable costs of delay occurring during the undertaking of any Capital Project necessitated by an Unforeseen Circumstances, which delay arises out of an Unforeseen Circumstance, provided that the Company uses all reasonable efforts to mitigate such costs. Such costs shall not include indirect costs of the Company such as lost profits or lost business opportunities related to the delay.
14. All costs (not to exceed \$10,000 in any year of complying with the terms of the Tax Compliance Agreement dated as of November 1, 1988 among the Trustee, the County and the Company.
15. The cost of activated carbon reagent used by the Company in connection with operation of the Mercury Control System and the cost of ammonia used by the Company in connection with the SNCR.
16. An additional cost of \$32,000 to extend the Capacity Test from a three (3) day period to a seven (7) day period as described in Schedule 7.
17. Costs incurred by third parties to remove, transport, dispose and clean up Unacceptable Waste and all costs related to health and safety risks with respect thereto as described in Section 5.02 of the Agreement.

18. Tipping fees, transportation costs and disposal charges associated with the County's failure to provide a Disposal Site such that the Company must do so in accordance with Section 5.03 of the Agreement.
19. Hazardous Waste Costs incurred by the Company as described in Section 5.04 of the Agreement.
20. Costs associated with performing any Performance Tests requested by the County which the Facility passes.

SCHEDULE 6

PERFORMANCE GUARANTEES

A. General. This Schedule describes the Performance Standards for the Facility, which are the basis of the Company's Performance Guarantees.

The Performance Test is made up of four (4) tests:

- a. Capacity Test
- b. Energy Recovery Test
- c. Environmental Tests
- d. Unburned Carbon Test

The conceptual methodology and procedures for the Performance Tests are specified in Schedule 7. The Company shall prepare the testing protocols for the Performance Tests, based on existing testing procedures and protocols, and submit them to the County for their review. The testing protocols shall be agreed upon between the Parties prior to any test being performed. In the event the Parties cannot agree in writing, then dispute resolution proceedings set forth in this Agreement shall be utilized to determine the testing protocol. It is understood that the Environmental Tests may be run concurrently with the other Performance Tests.

B. Performance Standards. The Capacity Performance Standard is 528 ton/day based upon processing of waste having the composition and heating value of the Standard Reference Waste. The Energy Recovery Performance Standard is 519.5 kWh/ton of Standard Reference Waste processed, which is net of in—plant electricity usage. The Energy Recovery Performance Standard shall be demonstrated during the Energy Recovery Test, as described in Schedule 7. The Environmental Tests shall be conducted to determine compliance with all federal and state laws as of the Effective Date and with all permitting conditions as of the Effective Date as set forth in Title V Air Operation Permit #0690046-001-AV

C. Process Residue shall be tested to determine compliance utilizing the Unburned Carbon Test. The Unburned Carbon Performance Standard is five percent (5%) by dry weight of the ash (but excluding the amount of carbon in the ash that is attributable to the use of activated carbon injection as part of the operation of the Mercury Control System).

SCHEDULE 7

PERFORMANCE TEST PROCEDURES

A. Scope. Completion of the Performance Tests will signify that the Facility is performing as designed.

The tests shall be performed by a contractor and regular Facility employees and at the expense of the Company, provided that after the Facility has met the Performance Standards any additional testing requested by the County will be at County expense.

Before the Performance Tests can start each boiler shall have operated at least two weeks at a minimum of 75% capacity to allow the heat transfer surfaces to become fouled to a normal operating level. Cleaning during the two week period shall include only normal soot blowing.

The Performance Tests shall consist of a Capacity Test, an Energy Recovery Tests an Environmental Test, and a Unburned Carbon Test. The Capacity Test shall be a three day continuous 24—hr/day test. All other -tests shall be run concurrently with the Capacity Test to the extent practical. A maximum twelve unit hours of downtime will be allowed during the Capacity Test with the test being extended by the number of actual downtime hours so that 3 full days of data will be taken. If more time is required the necessary repairs shall be made and the Facility shall be retested.

Guaranteed environmental requirements shall be met during or after the Performance Tests as specified in Schedule 7.

Preliminary test runs may be performed prior to the actual tests for the purpose of checking and making adjustments to the equipment and familiarizing test personnel with the Facility and equipment.

Acceptable Waste will be delivered to the Facility by the County in sufficient quantities to complete the tests. Pre-selection of refuse will not be performed; however, some portions may

be rejected if the Company and County agree that the composition deviates greatly from typical refuse.

The walls of the refuse pit shall be marked at minimum intervals of 10 feet, to indicate pit depth. The marks shall be easily seen from the tipping floor and the charging level. The marks will be used to determine pit depth at the beginning and end of the Capacity Test. The pit level at the beginning of the test shall not be higher than 10 feet. A crane weigh system may be used as a backup.

All truck scales shall be calibrated before the capacity Test period. The Company shall witness the calibration process if desired. Prior to the start of the Capacity Test, final calibration of key instruments and control equipment shall be performed by qualified instrument technicians. If the Energy Test must be repeated after the Capacity Test, all key instruments and control equipment shall be rechecked, and if necessary recalibrate by qualified instrument technicians.

The Facility shall be operated at capacity and in a manner consistent with day-to-day long term operation with normal Facility staff and all equipment and accessories performing in their normal mode of operation. Safe accessibility to and adequate lighting at all valves, observation ports, sampling ports, instruments and control points, shall be provided and maintained during all Performance Tests. Stable firing shall be maintained before, during and after the Capacity Test, Cleaning during the test shall include only normal soot blowing.

Within a period not to exceed forty-five (45) days following successful completion of the Capacity Test, the Company shall submit to the County a copy of the test report. The report for each test shall contain the average data for each test run, full description of test procedures, computations, correlations and interpretations.

B. Capacity Test. The objective of the Capacity Test is to measure the capability of the Facility to process waste.

The Facility capacity throughput shall be tested during a continuous minimum three (3) day period for the purpose of determining that the Facility meets the capacity guarantees. At the request of the County or Consulting Engineer, the Capacity Test shall be conducted during a seven (7) day period. In such event, the Company shall be paid an additional \$32,000 as a Pass Through Cost.

At the start of the test the level of refuse in the pits shall be measured and the quantities estimated.

At the conclusion of the test period, the level of refuse shall again be measured and quantity estimated, The throughput shall be calculated by adding the initial quantity of refuse in the pit to the quantity brought in during the three days as recorded by the truck scales and subtracting the quantity which remains in the pit at the end of the test, All reasonable efforts will be made to have the quantities of refuse in the pit at the end of the test equal to the quantities at the beginning of the test.

The accuracy of the weight determination procedure is agreed to be within plus or minus one and one-half percent (1—1/2%)

C. Energy Recovery Test. The objective of the Energy Recovery Test is to establish the ability of the Facility to generate electricity at a specified throughput of Acceptable Waste for the purpose of meeting guarantees. The Energy Recovery Test can also be used to determine the heating value of Acceptable Waste.

The Energy Recovery Test shall consist of an 8-hour electric generation test run during the Capacity Test, The Facility shall be operated at or near the design capacity refuse throughput

rate. During the electric generation test all Facility electrical power requirements shall be supplied by the Facility generator. The average result of the 8-hour electric generation test run shall be utilized to demonstrate compliance with the energy recovery requirements,

The combustion train shall be operated with normal boiler blowdown and maintained at equal conditions of operation by observation and appropriate adjustment of all operating parameters.

Electricity generation is dependent upon the refuse throughput rate, the refuse composition, and the higher heating value. It is also recognized that, by using the combustion system as a calorimeter, the specific higher heating value of the delivered refuse may be determined while the electric generation is measured.

During the Energy Recovery Test period, pertinent test data will be recorded at appropriate intervals and in accordance with good engineering practice. Data and measurements will include, but not necessarily be limited to, the following:

- a. Acceptable Waste feed rate.
- b. Boiler outlet steam rates, net after soot blowing, temperatures and pressures.
- c. Feedwater rates, temperatures and pressures.
- d. Attemperator water rates, temperatures and pressures, if not combined with the feedwater rate.
- e. Turbine—generator throttle flow.
- f. Boiler drum pressures.
- g. Air flows and air temperatures at the air preheater inlets and outlets.
- h. Flue gas rates and temperatures at the economizer outlets.

- i. CO₂, O₂, CO, H₂O in the flue gas at the economizer Outlets.
- j. Residue quantities and unburned carbon content.
- k. Barometric pressure.
- l. Ambient wet/dry bulb temperatures.
- m. Residue quench water quantities and temperatures.
- n. Moisture in residue.
- o. Turbine exhaust pressure.
- p. Boiler blowdown rate.
- q. Generator gross output meter.
- r. Voltage, frequency, and power factor at the generation outlet terminals.
- s. Net electric output.

Test measurements will be taken from installed plant instruments which will have been previously calibrated and agreed accurate by the County. Special portable instrumentation may also be used where required and agreed upon.

Utilizing the test data and measurements from the test, calculations will be made for the determination of all boiler heat losses, heat outputs and heat credits.

Calculations for heat credits will include sensible and latent heat in the combustion air.

Calculations for heat outputs will include heat in the output steam and boiler blowdown.

Calculations for heat losses will include:

- a. Carbon loss due to unburned combustibles in the residue and fly ash.
- b. Incomplete combustion of carbon monoxide.
- c. Sensible and latent heat in the wet flue gas.
- d. Heat loss due to radiation and convection from the boilers.

- e. Sensible heat in the residue, siftings, and fly ash.
- f. Heat loss in the quench cooling water vapor in the combustion gases.
- g. Miscellaneous unaccounted for losses, assumed to be 1.5%.

Acceptable Waste higher heating value will be calculated by dividing the heat input by the measured Acceptable Waste throughput. The heat input is the total of all heat output and losses minus heat credits. Acceptable Waste fuel composition will be adjusted for higher heating value, percent moisture and percent non-combustibles. Gas exit temperatures will be adjusted to account for the actual composition of the as-fired fuel.

The Facility shall generate, during the Energy Recovery Test, the guaranteed net kilowatt-hours per ton of Acceptable Waste processed as calculated and described above.

The accuracy of these procedures is agreed to be within four percent (4%).

D. The County may, at any time and from time to time, require that an Unburned Carbon Test be conducted to determine whether the Facility is in compliance with the Unburned Carbon Performance Standards. The test shall be conducted no more frequently than monthly, unless otherwise requested by the Company and shall be conducted over a three (3) day period using the same methodology as specified in subsection (E) below. If the test demonstrates that the Facility is in compliance with the Unburned Carbon Performance Standard, the County shall pay for the cost of such testing; otherwise the Company shall pay for the cost of such testing. If the Facility does not meet the Unburned Carbon Performance Standard, the Company shall pay the County an amount equal to \$20.00 per ton, adjusted by the Escalation Factor set forth in Schedule 1, for each "excess residue ton" as hereinafter defined delivered to the Landfill during such month. Such liquidated damage factor is the reasonable estimate of the value of the capacity of the Landfill used to dispose of the excess residue tons. Following a test showing that

the Facility is not in compliance with the Unburned Carbon Performance Standards, the Facility shall be considered to remain out of compliance with such Performance Standards until another test demonstrates that the Facility is in compliance with such Performance Standards. The term excess residue tons as used herein shall equal the tons of residue on a wet basis for any month, or portion thereof, for which the Facility was not in compliance with the Unburned Carbon Performance Standards in excess of the number of tons calculated by multiplying

- (i) the tons of waste processed on a wet basis at the Facility during such month, times
- (ii) fraction computed by dividing the tons of residue generated on a wet basis at the Facility during the most recent six (6) months of operation in compliance with the Unburned Carbon Performance Standards by the tons of waste delivered to and accepted at the Facility during such period

E. Environmental Test. The Facility will be tested at full capacity to confirm compliance with the environmental requirements of this Agreement. Testing protocols will be as required by the Florida Department of Environmental Regulation, or other agency having jurisdiction.

F. Unburned Carbon Test. The objectives of the Unburned Carbon Test are to demonstrate that the average unburned combustible content of the entire residue stream is less than or equal to 5.0% by dry weight (but excluding the amount of carbon in the ash that is attributable to the use of activated carbon injection as part of the operation of the Mercury Control System). Daily gross samples shall be taken each day of the test. The samples collected throughout the day shall be thoroughly mixed and randomly reduced by appropriate means into one Unburned Carbon sample weighing approximately fifty (50) pounds. It shall be permissible

to exclude from the representative sample of residue those items which because of their substantial bulk or general nature can be considered relatively noncombustible, such as waste bundled by metal or otherwise noncombustible straps or ties, canned goods in unopened noncombustible containers whose contents have not been exposed to the flame, and other items as agreed to by the County. This sample shall be crushed, then samples of ash shall be extracted and placed in sealed sample containers. One control sample shall be retained by the Company, and- one test sample forwarded to the independent laboratory.

The laboratory shall conduct tests on the sample in accordance with established procedures for testing for unburned carbon content. These tests shall be performed daily on each of the three (3) days. The arithmetical average of the daily test results shall be calculated and used for determining compliance.

10/26/2004

SCHEDULE 8

POWER SALES AGREEMENT

[REFER TO OLD SCHEDULE]

SCHEDULE 9

OPERATING PARAMETERS

The Operating Parameters will determine acceptable variations in combustion unit operations that allow for fluctuations in refuse composition and heat value, refuse volume throughputs, steam loads and fouling cycles.

PART A

The tolerances below shall be applied to parameter value reflecting seasonal refuse variations and actual operating conditions and adjusted to values agreed to by the County and the Company.

The following parameters shall be continuously measured and recorded by the Company:

<u>Parameters</u>	<u>Tolerance Level</u>
1. Wet Flue Gas Oxygen (O ₂) level when Processing Waste	Average for each Day not to exceed the Company's Operating Condition plus 1.5%
2. Flue Gas Carbon Monoxide (CO) level when Processing	Four day average not to exceed Company Operating Condition
3. Economizer or Air Preheater Exit Temperature	On average for each day, not to exceed the Company's Operating Condition plus 75°F
4. Condenser Vacuum	An average variance during each day not to exceed plus 0.5 inches Hg from condenser manufacturer's performance curve

- | | |
|---|---|
| 5. Temperature of Inlet Cooling Water to
Condenser | An average variance during each day not to
exceed plus 5° F from cooling tower
manufacturer's performance curve |
|---|---|

The Operating Conditions for each of the above parameters shall be as set forth in Part B of this Schedule 9. The tolerance levels set forth above will then be applied to the Operating Conditions set forth in Part B of this Schedule 9.

PART B

THE COMPANY'S OPERATING CONDITIONS

- | | |
|--|---|
| 1. Wet Flue Gas Oxygen (O2)

level when processing Waste (average
for each day) | 9% |
| 2. Flue Gas Carbon Monoxide (CO) level

when processing Waste (4 day average) | 100 ppmv |
| 3. Economizer or Air Preheater

Exit Temperature | 390° F |
| 4. Condenser Vacuum | Condenser manufacturer's performance curve |
| 5. Temperature of Inlet Cooling Water to
Condenser | Cooling tower manufacturer's performance
curve |

SCHEDULE 10

STANDARD REFERENCE WASTE

The standard composition of Acceptable Waste (referred to herein as “Standard Reference waste”) is as follows:

<u>Component</u>	<u>Weight Percent</u>
Carbon	27.5
Hydrogen	3.6
Oxygen	20.0
Nitrogen	0.5
Chlorine	0.1
Sulfur	0.1
Inorganic	23.4
Moisture	<u>24.4</u>
Total	100.0
Heating Value	5000 BTU/pound

This data is given for design reference. Neither the Company nor the County makes any representation that there are guaranteed waste composition or waste characteristics.

SCHEDULE 11

LICENSES, APPROVALS AND PERMITS

<u>DESCRIPTION OF PERMIT</u>	<u>CERTIFICATION NUMBER</u>
Solid Waste Permit	SO35-0022982-001
Final Title V Air Operation Permit	0690046-001-AV
Final Air Construction/PSD Permit Amendment	0690046-003-AC/PSD-FL-113(E)
Consumptive Use Permit	CUP 2834
Industrial Wastewater Facility Permit	35-FLA010550
Storage Tank Account – Ammonia/Mineral Acid (25.00 renewal each)	126609
Certificate of Operation for Elevator, Department of Business and Professional Regulation	44046
Occupational License	426-0000001
Potable Water	3354870
Septic System	IM-5

SCHEDULE 12

INSURANCE

During the term of this Agreement, the Company shall maintain or cause to be maintained the following insurance, provided that in each case such coverage is reasonably commercially available;

- (a) Workers' Compensation Insurance. Workers' Compensation Insurance required by law, with the Company as named Insured and with no deductible amount.
- (b) Employer's Liability Insurance, Employers Liability Insurance with limits not less than \$1,000,000 per accident or employee disease, with the Company as named insured and with no deductible amount.
- (c) Commercial General Liability Insurance/Broad Form ("CGL"). Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability at least \$2 million combined occurrence for bodily injury and property damage and at least \$2 million combined aggregate for bodily injury and property damage or an amount sufficient to purchase the required level of excess insurance, with the Company as named insured, the County and the Trustee as additional insureds and with no deductible amount. Commercial general liability will be maintained with sufficient limits to support the purchase of excess umbrella liability as required in (e) below.

- (d) Comprehensive Automobile Liability Coverage. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage, of at least \$2 million with the Company as named insured, the County and the Trustee as additional insureds, and with no deductible amount.
- (e) Excess Umbrella Liability Coverage. Excess Umbrella Liability Insurance in an amount necessary to provide \$25 million of total liability limits when combined with the primary Commercial General Liability limits of item (c) and (d) with the Company as named insured, the Trustee and the County named as additional insureds.
- (f) “All Risk” Property Damage Insurance. Insurance for loss, damages or destruction to the Facility (including boiler and machinery) caused by “all risk” peril in an amount at all times equal to the full replacement value of the Facility (including, to the extent available on commercially reasonable terms, insurance for such loss caused by flood or earthquake), with the Company as named insured, the County and the Trustee as additional insureds, and with a deductible amount of \$250,000, or less.
- (g) Business Interruption Insurance. Business Interruption and Extra Expense Insurance covering expenses and losses due to business interruptions with limits equal to \$25,000,000, and adjusted annually by agreed upon indices. The Company shall be the named insured, the County and the Trustee as additional insureds, and the deductible shall be ten (10) days.

SCHEDULE 13

HIGHER HEATING VALUE (HHV)
DETERMINATION PROCEDURESProcedure Development

A document will be developed and mutually agreed to by both Contractor and County and its representatives that outlines the development of correlation(s) required by this Schedule, the source of all factors used, and explaining the calculations associated with using the methodology.

Monthly Determination of Processible Waste Higher Heating Value (HHV)

Based upon information obtained from multiple Performance Tests a correlation curve will be developed to correlate the Processible Waste Higher Heating Value (in Btu/pound) versus the specific steam production from the boilers (in pounds of steam per pound of Processible Waste fired). The curve will be normalized to design conditions for steam and feedwater temperatures and pressures, and to specific economizer exit gas temperature(s), oxygen content, measured ambient air temperature(s) and measured combustion air temperatures (i.e. heat credits resulting from air preheat) while the boilers are operating at maximum continuous rating (MCR) steam flow. Specific steam production as normalized will be utilized in conjunction with the curve to determine the Processible Waste Higher Heating Value.

The Specific Steaming Rate (SSR) versus HHV Correlation Curve

The Specific Steaming Rate (SSR) versus HHV Correlation Curve will be transformed into a mathematical equation by least squares curve fit of the normalized performance test data. The equations will be used for purposes of determining monthly waste HHV and the following will be used as adjustments to the HHV determined by the correlation curve.

For every 10°F increase (decrease) in the economizer exit gas temperature from the reference value on which the correlation curve was developed, the Higher Heating Value obtained from the correlation curve shall be adjusted proportionately upward (downward) 0.5% percent.

For every 10% increase (decrease) in the excess air percentage from the reference value on which the correlation curve was developed, the Higher Heating Value obtained from the correlation curve will be adjusted proportionately upward (downward) 0.8 percent.

For every 10°F increase (decrease) in the combustion air inlet temperature from the reference value on which the correlation curve was developed, the Higher Heating Value obtained from the correlation curve will be adjusted proportionately downward (upward) 0.6 percent.

For every 10°F temperature rise in combustion air temperature across the steam coil air heaters above (below) the reference combustion air temperature rise on which the correlation curve was developed, the Higher Heating Value (HHV) will adjusted downward (upward) 12.0 Btu/lb.

Adjustment Factors

Adjustment factors for deviation in economizer exit gas temperature, combustion air inlet temperature, airheater outlet temperature, and excess air percentage from reference values may

be modified after operating data is developed if mutually agreed upon between the Company and the County.

Data Acquisition

All instruments used will be calibrated in accordance with industry practice. The record of these calibrations will be maintained on-site for inspection by the County and their representatives in accordance with the record keeping provisions of the Service Agreement. Data for the above calculations shall be obtained from the following sources.

Steam Flow - Boiler Outlet flow determined by permanent plant primary flow elements.

Flue Gas Oxygen (%) - Dry O₂ analyzer at the Economizer Exit as installed as part of the Continuous Emissions Monitoring System (CEM).

Economizer Exit Gas Temperature (°F) - Station thermocouple in the economizer outlet flue.

Ambient Air Temperature (°F) - Station thermocouples in the forced or overfire air fan Inlet ducts.

Combustion Air Temperature Downstream of the Steam Coil Air Preheaters (°F) - Station thermocouple(s) downstream of the air preheat coils.

Processible Waste Quantity - The monthly Facility Processible Waste throughput will be determined using the truck scale/pit volume method as follows:

$$\text{MRT} = \text{PIB} + \text{WRS} - \text{WR} + \text{PIE}$$

Where:

Monthly Processible Waste Throughput (MRT) is the amount of Processible Waste in tons determined to have been Processed by the facility in accordance with the above formula.

Pit Inventory Beginning (PIB) is the amount of Processible Waste in tons determined to be in the Facility Processible Waste storage pit at the beginning of the month.

Waste Received Scales (WRS) is the amount of Processible Waste in tons as measured by the truck scales or other mutually accepted method, transported to the facility and discharged into the Facility Processible Waste storage pit during the month.

Waste Returned (WR) is the amount of Processible Waste in tons diverted from the facility (for alternate disposal) after having been credited as WRS.

Pit Inventory End (PIE) is the amount of Processible Waste in tons determined to be in the facility storage pit at the end of the month.

Pit Inventory measurements are performed routinely and the County and its representatives have the right to witness and concur with these determinations in accordance with the visitation rights of the Service Agreement.

SCHEDULE 14

EXAMPLE CALCULATIONS

Example 1. Assume that the Company wrongfully diverts the first 10,000 tons of waste in a contract year and the County subsequently delivers 153,000 tons of Acceptable Waste, but no more. The County would be deemed to have satisfied its Guaranteed Annual Tonnage requirement; the Company will have paid damages with regard to 10,000 tons of Acceptable Waste, including Performance Adjustments, Lost Energy Performance Adjustments and/or Energy Efficiency Damages, as applicable, and the net expense of the failure to process the 10,000 tons would be borne entirely by the Company.

Example 2. Same as Example 1, except the County delivers a total of 173,001 tons of Acceptable Waste, the first 10,000 tons of which were wrongfully diverted. The Company would have paid damages exactly as provided above. The County and the Company would have shared energy revenues as provided in the Agreement on a 90/10 basis. Because the Company had met its obligation to process 163,000 tons, the County would refund the Company for its damages. An Additional Waste Service Fee would be due on one ton.

Example 3. Same as Example 1, except that the energy content of the waste proved to have been 5500 BTU per pound, resulting in a reduction in the Guaranteed Annual Tonnage and the Guaranteed Facility Capacity equal to 10%, or 16,300 tons. Thus, the Guaranteed Annual Tonnage and Facility Capacity would be 146,700 tons. After the Company had processed 146,700 tons of Acceptable Waste, it would be entitled to a refund of its damages. Between 146,700 tons and the 153,000 tons ultimately delivered by the County, the Company would be

entitled to receive its reduced Additional Waste Service Fee of \$12 per ton. Because the Company never processed 163,000 tons, it did not become entitled to receive any of the Additional Waste Service Fee at \$22 per ton.

Example 4. Same as Example 2, but with the energy content as described in Example 3. In this case, the County delivered 173,001 tons, 10,000 tons of which had been wrongfully diverted by the Company. The Company has processed 163,001 tons. The Guaranteed Annual Tonnage and Guaranteed Facility Capacity would have been 146,700 tons per year. Thus, as in Example 3, the Company is entitled to a refund of its damages at such time as it has processed 146,700 tons. It is paid a reduced Additional Waste Service Fee of \$12 per ton for all tons between 146,700 and 163,000 tons. For the one ton delivered in excess of 163,000 tons actually processed, the Company would be paid an Additional Waste Service Fee of \$22 per ton.