



Dianne M. Triplett  
DEPUTY GENERAL COUNSEL

January 16, 2018

**VIA ELECTRONIC FILING**

Ms. Carlotta Stauffer, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 20170248-EI - *Duke Energy Florida, LLC's Petition for approval of fuel cost proxy substitution to qualifying facility contracts between CFR/Biogen n/k/a Orange Cogeneration Limited Partners; Ridge Generating Station Limited Partnership; Mulberry Energy Company, Inc. n/k/a Polk Power Partners; Orlando Cogen Limited, L.P; and Duke Energy Florida LLC*

Dear Ms. Stauffer:

Attached for filing on behalf of Duke Energy Florida, LLC ("DEF") is a letter agreement between DEF and Ridge Generating Station, L.P., regarding the First Amendment to Negotiated Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility. This letter agreement corrects the inadvertent failure to include another change needed to ensure that the intent of the First Amendment is clear.

Thank you for your assistance in this matter. Please feel free to call me at (727) 820-4692 should you have any questions concerning this filing.

Sincerely,

*/s/ Dianne M. Triplett*

Dianne M. Triplett  
Associate General Counsel

DMT/cmkn  
Attachment

cc: S. Cuello



Harry Sideris  
State President - Florida

Duke Energy Florida  
299 First Avenue North  
St. Petersburg, FL 33701

January 12, 2018

harry.sideris@duke-energy.com

Mr. Reg Goldie  
Vice President  
Energy Marketing & Sales  
Wheelabrator Technologies  
100 Arboretum Drive, Suite 310  
Portsmouth, NH 03801

Dear Mr. Goldie:

On November 10, 2017, Duke Energy Florida, LLC and Ridge Generating Station, L.P. entered into the First Amendment to Negotiated Contract for the Purchase of Firm Capacity and Energy from a Qualifying Facility ("Amendment"), which made certain amendments to the March 8, 1991 Negotiated Contract, as amended by the April 19, 1996 Settlement.

It has come to our attention that the Amendment inadvertently failed to include another needed change to ensure that the intent of the Amendment is clear. Specifically, the Amendment, in Section 3, deletes the definition "Coal Price" and replaces it with "Fuel Cost." However, in Section 1.23 of the Negotiated Contract, as amended by the Settlement, the definition of "Firm Energy Cost" includes several components, one of which is "Coal Price." Because "Coal Price" is no longer a defined term, the Parties intended to replace "Coal Price" with "Fuel Cost" in Section 1.23 as well.

Please signify your agreement with the above clarification by signing below.

Yours truly,

Harry Sideris  
State President - Florida

Accepted and agreed to by:

Ridge Generating Station, L.P.

Name

Title

Date