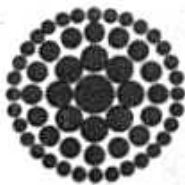


ORIGINAL  
FILE COPY 65



**Florida  
Power**  
CORPORATION

**JAMES A. MCGEE**  
SENIOR COUNSEL

February 4, 1997

Ms. Blanca S. Bayó, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 970096-EQ; Request for  
confidential classification.

Dear Ms. Bayó:

Enclosed for filing in the subject docket is Florida Power Corporation's Notice of Intent to Request Confidential Classification accompanied by a sealed envelope containing the document subject to the Notice with the confidential information highlighted and two copies of the document with the confidential information redacted. **The highlighted portions of the unredacted version should be held as Confidential Information in accordance with Rule 25-22.006, F.A.C.**

Please acknowledge your receipt of the above filing on the enclosed copy of this letter and return to the undersigned. Thank you for your assistance in this matter.

- ACK   1
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_ JAM/kp
- LEG \_\_\_\_\_ Enclosure
- LIN \_\_\_\_\_ cc: Parties of record
- OPC \_\_\_\_\_ Mr. Kenneth Dudley
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_

Very truly yours,

James A. McGee

This Notice of Intent was filed with Confidential Document No. 01343-97. The document has been placed in the confidential files pending receipt of a request for confidential treatment.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

GENERAL OFFICE

3201 Thirty-fourth Street South • Post Office Box 14042 • St. Petersburg, Florida 33733-4042 • (813) 866-5184 • Fax: (813) 866-4931

A Florida Progress Company

01342 FEB-5 6  
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL  
FILE COPY

In re: Petition for expedited approval of an agreement to purchase the Tiger Bay cogeneration facility and terminate related purchased power contracts by Florida Power Corporation.

Docket No. 970096-EQ

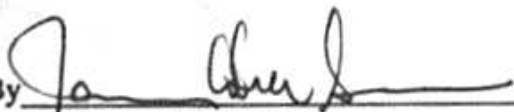
Submitted for filing:  
February 5, 1997

**NOTICE OF INTENT TO REQUEST  
CONFIDENTIAL CLASSIFICATION**

Florida Power Corporation ("FPC"), pursuant to Rule 25-22.006, Florida Administrative Code, hereby files this Notice of Intent to Request Confidential Classification of the highlighted portions of the enclosed documents. The documents are submitted in response to a request from Staff for certain information regarding natural gas supply arrangements for the Tiger Bay facility to aid in their review of the FPC's petition in the above-captioned matter. Accordingly, FPC submits herewith (i) a separate, sealed envelope, containing one copy of the documents requested by Staff, with the information for which FPC intends to request confidential classification highlighted, and (ii) two copies of the documents requested by Staff, with the information for which FPC intends to request confidential classification redacted.

Respectfully submitted,

OFFICE OF THE GENERAL COUNSEL  
FLORIDA POWER CORPORATION

By 

James A. McGee  
Post Office Box 14042  
St. Petersburg, FL 33733-4042  
Telephone: (813) 866-5184  
Facsimile: (813) 866-4931

DOCUMENT NO.  
01342-97  
02/05/97

**Tiger Bay  
Gas Sales and Purchase Contract Summary**

**Title -**

**Term -**

**Quantity -**

**Must Take -**

**Price -**

DOCUMENT NUMBER-DATE

01342 FEB-56

FPSC-RECORDS/REPORTING

**GAS SALES AND PURCHASE CONTRACT**

**Between**

**TIGER BAY LIMITED PARTNERSHIP**

**As Buyer**

**and**

**ARCO NATURAL GAS MARKETING, INC.**

**As Seller**

Dated: September 22, 1993

# GAS SALES AND PURCHASE CONTRACT

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## GAS SALES AND PURCHASE CONTRACT

THIS GAS SALES AND PURCHASE CONTRACT is made and entered into this 22nd day of September, 1998, by and between ARCO NATURAL GAS MARKETING, INC., a Subsidiary of Atlantic Richfield Company, and a Delaware corporation, hereinafter referred to as "Seller" and Tiger Bay Limited Partnership, a Delaware limited partnership, hereinafter referred to as "Buyer".

WITNESSETH

**ARTICLE I  
DEFINITIONS**

The following words and terms, where used in this Contract, exhibits, recitals and appendices related to this contract shall have the meanings set forth below:

1.01

1.02

1.03

1.04

1.05

1.06

1.07

1.08

1.09

1.10

1.11

1.12

(a)

(b)

1.13

1.14

1.15

1.16

1.17

1.18

1.19

1.20

1.21

1.22

1.23

1.24

1.25

1.26

1.27

1.28

1.29

1.30

1.31

1.32

1.33

1.34

1.35

a.

b.

c.

d.

1.36

1.37

1.38

1.39

1.40

1.41

1.42

1.43

1.44

1.45

1.46

1.47

1.48

1.49

— 1.50 .

— 1.51 .

— 1.52 .

1.53 .

1.54 .

1.55 .

(a)

(b)

(c)

(i)

(ii)

**ARTICLE II  
QUANTITY OF GAS**

2.01

2.02



2.03

a.

b.

c.

2.04

2.05

2.06

2.07

a.

b.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES**

**3.01**

**3.02**

**3.03**

**3.04**

**(a)**

(b)

(c)

(d)

**ARTICLE IV  
DELIVERY POINTS**

**4.01**

**4.02**

4.03

4.04

4.05

4.06

4.07

**ARTICLE V  
PRICE**

5.01

5.02

5.03

5.04

5.05

**ARTICLE VI  
TRACKING ACCOUNT**

5.01

6.02

(b)

(i) 1

(ii)

(iii)

6.03



6.04

A.

B.

6.05

**ARTICLE VII  
TERM**

7.01

**ARTICLE VIII  
MEASUREMENT**

8.01

8.02

8.03

**ARTICLE IX  
BILLING AND PAYMENT**

9.01

9.02

9.03

9.04

**ARTICLE X  
TRANSPORTATION**

10.01

10.02

10.03

10.04

**ARTICLE XI  
FORCE MAJEURE**

11.01

11.02

i.

ii.

iii.

iv.

v.

(b)

11.03

a.  
b.  
c.  
d.  
e.  
f.

g.

h.

i.

11.04

11.05

**ARTICLE XII  
CONDITIONS PRECEDENT**

**12.01**

**a.**

**b.**

**c.**

**d.**

**e.**

**f.**

**g.**

**h.**



ARTICLE XIII  
CREDIT REQUIREMENTS

13.01 Credit Requirements.

13.02 First Letter of Credit.

13.03 Second Letter of Credit.

13.04

(A)

(1)

(2)

(3)

(B)

**ARTICLE XIV  
TAXES**

14.01

14.02

14.03

14.04

**ARTICLE XV  
REGULATORY AUTHORITIES**

15.01

15.02

15.03

15.04

**ARTICLE XVI  
INDEMNIFICATION**

16.01

16.02

16.03  
and in process

**ARTICLE XVII  
DEFAULTS AND REMEDIES**

17.01

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

17.02

(a)

(i)

(ii)

(b)

(i)

(ii)

(c)

(i)

(ii)

(d)

(i)

(ii)

(e)

(i)

(ii)

(iii)

(iv)



(v)

(f)

(i)

(ii)

(iii)

(iv)

(v)

(g)

(i)

(ii)

(iii)

(iv)

(v)

(h)

(i)

(ii)

(iii)

(iv)

(v)

17.03

17.04 **ni**

17.05

17.06

A.

B.

17.07

17.08

17.09

**ARTICLE XVIII  
PROJECT OWNERSHIP AND ASSIGNMENT**

18.01

18.02

18.03

18.04

(b)

(i)

(ii)

18.05

(b)

(i)

(ii)

(iii)

(iv)

(v)

18.06

**ARTICLE XIX  
NOTICES AND ADDRESSES**

19.01

(a)

(b)

(c)

(d)

19.02

(a)

(b)

(c)

(d)

(f)

**ARTICLE XX  
CONFIDENTIALITY**

**Section 20.01**



**ARTICLE XXI  
AUDIT RIGHTS**

**21.01**

**ARTICLE XXII  
BUYER'S COMMITMENT TO RESELL GAS**

**22.01**

**ARTICLE XXIII  
NON-RECOURSE**

**23.01**

**ARTICLE XXIV  
CONTRACT PAYMENT**

24.01

**ARTICLE XXV  
SECURITY INTEREST AND CONTRACT APPROVAL**

25.01

**ARTICLE XXVI  
MISCELLANEOUS**

26.01

26.02

26.03

26.04

26.05

26.06

26.07

26.08

26.09

26.10

26.11

26.12

ACKNOWLEDGMENT CERTIFICATE

STATE OF TEXAS §  
COUNTY OF DALLAS §

This agreement was acknowledged before me on September 22, 1993,  
1993 by Michael E. Wiley the Chairman of the Board a duly authorized  
officer of ARCO NATURAL GAS MARKETING, INC.

Signature:

Printed Name:

Jean O'Toole  
Jean O'Toole



Notary Public in and for  
the State of Texas

My Commission expires 4/10/94

(Seal)

ACKNOWLEDGMENT CERTIFICATE

STATE OF TEXAS       §  
COUNTY OF HARRIS   §

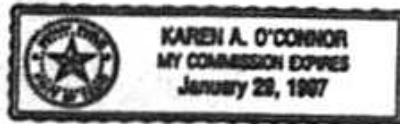
This agreement was acknowledged before me on September 10, 1993 by R.O. Rogers, the President of Central Florida DGE, Inc.

Signature: *Karen A. O'Connor*  
Printed Name: KAREN A. O'CONNOR

Notary Public in and for  
the State of Texas

My Commission expires JAN. 21, 1997

(Seal)



**GAS SALES AND PURCHASE CONTRACT**

**EXHIBIT A**

**GAS SALES AND PURCHASE CONTRACT**

**EXHIBIT A**

**GAS SALES AND PURCHASE CONTRACT**

**EXHIBIT B**





**GAS SALES AND PURCHASE CONTRACT**

**EXHIBIT C**

1.



IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this 29<sup>th</sup>  
day of September, 1999.

ATLANTIC RICHFIELD COMPANY

By: *M. E. Wiley*  
Printed Name: Michael E. Wiley  
Title: Senior Vice President

*See  
MK*

EXHIBIT D

September \_\_, 1993

ARCO Natural Gas Marketing, Inc.  
P. O. Box 2340  
Dallas, TX 75221-2340

ATTN: Mr. Kyle Crake

Re: Agreement under Section 18.03 of Gas Sales and  
Purchase Contract

Ladies and Gentlemen:

Reference is made to

ACCEPTED AND AGREED, this \_\_\_ day of \_\_\_\_\_, 1993:

ARCO NATURAL GAS MARKETING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GAS SALES AND PURCHASE CONTRACT**

**EXHIBIT E**