SUNRISE, FLORIDA

CITY CLERK
CITY OF SUNRISE

95 SEP 28 PM 3:09

RESOLUTION NO. 95-211

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE SMALL FIRM TRANSPORTATION SERVICE AGREEMENT BETWEEN THE CITY AND FLORIDA GAS TRANSMISSION COMPANY; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City meets the requirements for Small Firm Transportation Service; and

WHEREAS, Florida Gas Transmission Company is willing to provide Small Firm Transportation Service to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The Small Firm Transportation Service Agreement between the City and Florida Gas Transmission Company is hereby approved. The Mayor is authorized to execute the agreement, a copy of which is attached to and made a part of this Resolution as Exhibit 1.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 1995.

Mayor Steven W. Erfman

Authentication:

JDORM0021

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RESO. 95-211

Dorothy J. Dunn
City Clerk

MOTION:	KLAUBER
SECOND:	HARLEM
HARLEM:	YEA
KLAUBER:	YEA
PEARL:	ABSENT
WISHNER:	YEA
EFFMAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Jeffrey D. Olson, Esq.

JDORM0921

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EXHIBIT 1

F5505

Small Firm Transportation Service

THIS AGREEMENT entered into this 1st day of October, 1995, by and between Florida Gas Transmission Company, a corporation of the State of Delaware (herein called "Transporter"), and City of Sunrise (herein called "Shipper"),

W I T N E S S E T H :

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

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ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the

aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's Fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount tendered by Shipper less Transporter's Fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III
No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV
Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered

hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V
Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be

subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI
Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on October 1, 1995 and shall continue in effect through January 31, 1997.

6.2 Upon expiration of the primary term, Shipper has the unilateral right to rollover this Agreement for subsequent 10-year term(s) subject to the applicable provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions regarding the 10-year Rollover Option.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provision of Rate Schedule SFTS, and the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B. In accordance with the provisions of Rate Schedule SFTS, and the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery. Transporter may make such changes in accordance with the terms of Rate Schedule SFTS and the applicable General Terms and Conditions of its Tariff.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the

addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company
P. O. Box 1188
Houston, Texas 77251-1188
Attention: FGT Marketing Administration Department
Telephone No. (713) 853-5832
FAX No. (713) 853-6756

Shipper: City of Sunrise
4747 Nob Hill Road, Ste. 5
Sunrise, Florida 33351
Attention: Harry Zehender
Telephone No. 305-572-2299
FAX No. 305-572-2416

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company
NationsBank ABA No. 053000196
Account No. 001658806
Charlotte, North Carolina

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

None

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A, and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

SHIPPER	TRANSPORTER
CITY OF SUNRISE	FLORIDA GAS TRANSMISSION COMPANY
By _____	By _____
Title Mayor Steven W. Effinger	Title R.E. HAYES VICE PRESIDENT OF MARKETING

C95449

EXHIBIT A
TO
SMALL FIRM TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
OCTOBER 1, 1995

Point(s) of Receipt		Maximum Daily Quantity (MMBtu)*			
Description of Point of Receipt	POI	Oct	Nov-Mar	Apr	May-Sept
PRODUCTION ZONE 1					
SNG/MOPS Refugio	611	2,159	2,159	2,159	816
ZONE 1 TOTAL C.S. #7 EUNICE	**25306**	**2,159**	**2,159**	**2,159**	**816**
PRODUCTION ZONE 2					
Sabine Kaplan	23062	1,289	1,289	1,289	303
TETCO Atchafalaya	10147	0	0	0	370
ANR St. Landry Krotz	6534	1,291	1,291	1,291	302
ZONE 2 TOTAL - C.S. 8 ZACHARY	**25412**	**2,580**	**2,580**	**2,580**	**975**
PRODUCTION ZONE 3					
Tenn Stone Carnes	10258	1,261	829	915	237
Transco St. Helena	10114	0	432	346	237
ZONE 3 TOTAL - C.S. #11 MT. VERNON	**25309**	**1,261**	**1,261**	**1,261**	**474**
TOTAL MDQ		**6,000**	**6,000**	**6,000**	**2,265**

* Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

Date of this Exhibit A: October 1, 1995

Contract No. 5505

C95-449

ADDENDUM TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND
CITY OF SUNRISE
DATED
OCTOBER 1, 1995

No Notice Quantity (NNQ)

During each day of each month indicated below the NNQ applicable hereunder shall be as set forth below:

Division	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
	100	100	200	200	200	200	100	100	100	100	100	100
TOTALS	**100**	**100**	**200**	**200**	**200**	**200**	**100**	**100**	**100**	**100**	**100**	**100**

Date of this Addendum: October 1, 1995

Contract No. 5505

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EXHIBIT 1