

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

April 8, 2008

IN RE:)
)
DOCKET TO EVALUATE CHATTANOOGA) **Docket No. 07-00224**
GAS COMPANY'S GAS PURCHASES AND)
RELATED SHARING INCENTIVES)
)

CHATTANOOGA GAS COMPANY'S MOTION TO DISMISS

Chattanooga Gas Company ("CGC" or "Company") moves the Tennessee Regulatory Authority ("TRA" or "Authority") to dismiss the claims asserted against it by the Consumer Advocate and Protection Division of the Attorney General ("CAPD") and the issues set forth in the final Issues List attached as Exhibit A to the March 17, 2008 Order. The CAPD has failed to state claims upon which relief can be granted. Accordingly, the Company respectfully requests that the TRA dismiss these claims and the associated issues.

Summary of Argument

As explained more thoroughly below, the claims that the CAPD has asserted against CGC in this contested case proceeding should be dismissed for failure to state a claim that is ripe and upon which relief can be granted. The TRA has been doing its job and protecting the ratepayers of CGC by reviewing and taking action concerning CGC's gas supply assets and asset management arrangements annually through CGC's annual ACA audit and Incentive Plan audit. As explained in Section II. below, the TRA has already settled the claims and issues that the CAPD is raising in the current docket (No.

07-00224) through past dockets. The CAPD is precluded from re-litigating these settled issues at this time as there have been no errors made by the TRA or changed circumstances to warrant their re-litigation. Further, CGC's new Asset Management Agreement became effective on April 1, 2008 and binding for a term of at least three years upon the TRA's approval of the contract on February 25, 2008. Any issues concerning the bidding of a future asset management arrangement are premature and are not ripe for the TRA's consideration, much less its determination.

I. Procedural Travel of the Case

The current docket was convened as a result of the TRA's closure of CGC's last rate case (Docket 06-00175). In that proceeding, the CAPD raised issues concerning capacity release and asset management and took the position that these issues should be litigated in a contested case proceeding. See Consumer Advocate's Phase 2 Issues List (filed on Feb. 9, 2007) in Docket 06-00175. The parties reached a settlement in the rate case that dealt with the rate making issues, including rate base, operation and maintenance expenses, net operating income, rate of return, and rate design. On December 5, 2006, the TRA approved the agreed settlement. See Nov. 19, 2007 TRA Order in Docket 06-00175.

However, Docket 06-00175 remained open because the following issues were not included in the settlement agreement: the Company's energy conservation program and the CAPD's issues concerning capacity release and asset management. On May 8, 2007, CGC filed a motion to close Docket 06-00175 in which CGC withdrew its energy conservation proposal and argued, in part, that it would be more appropriate to litigate any of the CAPD's capacity release and asset management issues that were appropriate

and ripe for litigation in the annual ACA audit docket which pertains to gas costs associated with a utility's capacity assets and related revenues. The TRA granted CGC's motion and, in light of the resolution of CGC's 2006 ACA audit (Docket 06-00298), ordered the opening of a new contested case docket for the CAPD to litigate issues concerning capacity release and asset management. Thus, the current docket (No. 07-00224) was opened for the CAPD to litigate valid and ripe issues. To date, the TRA Staff has not intervened as a party, has not formally set forth any issues in this proceeding, nor issued any data requests to the Company.

At the February 11, 2008 Status Conference in the current docket, the Hearing Officer ordered the parties to "file a *Statement of Claims and Issues* that sets forth with specificity their claims, as well as any other issues, concerning asset management, capacity release, and related sharing incentives proposed for resolution by the panel." See Feb. 19, 2008 TRA Order on February 11, 2008 Status Conference, at p. 5. On February 20, 2008, the CAPD submitted its Statement of Claims and Issues which consisted of six (6) broad issues. See Consumer Advocate's Statement of Claims and Issues (filed on Feb. 20, 2008). As ordered by the Hearing Officer, CGC filed its response on February 25, 2008, stating in part that the CAPD failed to set forth its claims regarding CGC's legal rights and duties that would be litigated in the docket with specificity. CGC further asserted that the CAPD failed to state claims upon which relief can be granted and reserved its right to further brief these issues.

At the March 7, 2008 Status Conference, CGC asked the Hearing Officer for a procedural schedule in which it could further brief its defense for dismissal of the CAPD's claims. The Hearing Officer granted CGC's request and has allowed the

Company until April 8th to brief the basis for dismissal in detail. The Hearing Officer also directed the CAPD to resubmit its claims and issues to provide more detail and specificity. The Consumer Advocate resubmitted its claims and issues on March 12, 2008, by setting forth five (5) claims and approximately eleven (11) issues. CGC responded as ordered by the Hearing Officer, asserting that the CAPD failed to state claims upon which relief can be granted and reserving its right to brief the issues in detail in accordance with the Hearing Officer's procedural schedule setting an April 8th deadline for CGC to file a motion to dismiss. The Hearing Officer issued an Order on March 17, 2008, setting forth the final Issues List as Exhibit A to the Order. CGC's motion to dismiss addresses the revised claims submitted by the CAPD in its March 12, 2008 filing and the final Issues List attached as Exhibit A to the Hearing Officer's March 17, 2008 Order.

II. Past Actions of the TRA Regarding CGC's Capacity Assets and Asset Management Practices

Annually, the TRA addresses and evaluates issues related to gas costs associated with a gas utility's capacity assets and related revenues, including revenues generated from non-jurisdictional use of gas supply assets, in the annual ACA audit through the Purchase Gas Adjustment ("PGA") Rule. The TRA convenes these annual audit dockets as contested case proceedings. The TRA has addressed issues regarding CGC's asset management arrangement most recently in TRA Dockets 03-00516, 04-00402, 04-00403, 05-00321, 06-00298, and 08-00012.

A. TRA's Approval of Affiliate Transaction Guidelines and Standards of Conduct in CGC's Tariff

During the ACA audit for the year ending June 30, 2004 (Docket 04-00402), the TRA Staff requested that the Company be required to include affiliate transaction guidelines in its Tariff to ensure that affiliate transactions are appropriate and do not harm ratepayers. At the November 7, 2005 Authority Conference, the TRA ordered CGC to submit proposed guidelines for affiliate transactions to deter the risk of preferential treatment of an affiliate over a non-affiliate. On December 29, 2005, the Company submitted a revised Tariff that included Affiliate Transaction Guidelines and Standards of Conduct. At the January 23, 2006 Authority Conference, the TRA approved the revised Tariff submitted by the Company. See April 24, 2006 TRA Order in Docket 04-00402.

B. TRA's Approval of RFP Procedures in CGC's Tariff

Additionally, during the ACA audit for the year ending June 30, 2004 (Docket 04-00402), the TRA Staff raised the issue whether CGC should place its asset management arrangements out for bid. At the January 23, 2006 Authority Conference, the TRA directed CGC to revise its Tariff to include request for proposal ("RFP") procedures for placing future asset management arrangements out for bid. The TRA directed Staff to meet with the Company to draft proposed RFP procedures. Representatives of the Company met with the Staff on June 27, 2006. As a result of the discussions, CGC filed a tariff revision to include RFP procedures on July 17, 2006. The Staff agreed with the procedures as filed. At the August 23, 2006 Authority Conference, the TRA approved the RFP procedures. See Dec. 5, 2006 TRA Order in Docket 04-00402.

In its April 24, 2007 Order in the 2005 ACA Audit Docket 05-00322, the TRA ordered CGC to rebid its asset management agreement prior to the end of March 31,

2008, when the then-current asset management agreement terminated. The TRA further ordered CGC to submit the new asset management agreement to the TRA for approval.

As explained further in Section II.C. below, CGC placed its new asset management agreement out for bid in accordance with the RFP procedures in its Tariff. In Docket 08-000012, the TRA approved the new asset management agreement resulting from the RFP process. No allegations were asserted that the Company failed to follow the RFP procedures in its Tariff. Further, no issues were raised nor evidence introduced that the RFP procedures were not fair and reasonable.

C. TRA's Approval of New Asset Management Contract Effective April 1, 2008 Through March 31, 2011

In compliance with the TRA's directives and the RFP procedures in its Tariff, the Company developed an RFP to entertain bids to contract for asset management services inclusive of gas purchase and sales for storage injection and possible system balancing. The RFP set forth that the services would commence on April 1, 2008, and would continue for an initial term of three (3) years with provisions to extend the agreement for four (4) years. The RFP required bidders to agree to accept the Asset Management Agreement and Gas Purchase and Sale Agreement (attached to the RFP) as the contract that would be executed by both parties. The Asset Management Agreement set forth a 50/50 sharing arrangement for the net gains from non-jurisdictional transactions, and the bidders were instructed to include an annual minimum guarantee of said gains in their bids.

The Company issued the RFP in accordance with its Tariff and evaluated the five (5) bids received in accordance with its Tariff. On January 4, 2008, CGC awarded the contract to one bidder, Sequent Energy Management, L.P. ("Sequent"), whose bid clearly

demonstrated the projected greatest net benefit to CGC and its customers. The contract was executed to become effective April 1, 2008, pending the TRA's approval.

On January 14, 2008, CGC submitted the new Asset Management Agreement to the TRA for approval as required. The TRA Staff issued data requests on January 16, 2008, requesting, in part, information about the RPF process and CGC's evaluation of the bids received. The CAPD petitioned to intervene in Docket 08-00012 and was afforded the opportunity to issue discovery requests about the new Asset Management Agreement and the bidding process. No issues were raised nor evidence introduced in the docket to show that the current RFP procedures were not fair and reasonable. Further, there was no evidence placed in the record to refute the Company's position that the Asset Management Agreement, as demonstrated by its annual minimum guarantee, provides great benefit to CGC and its customers. On February 25, 2008, the TRA approved the new Asset Management Agreement, allowing it to become effective on April 1, 2008 and binding for a term of three years.

III. Legal Standard

The CAPD's claims should be dismissed pursuant to TRA Rule 1220-1-2-.03(2)(e) for failure to state a claim upon which relief can be granted. The Authority has determined in the past, and the Court of Appeals has upheld the Authority's decision, not to re-litigate issues that have been previously decided by the Authority. See Consumer Advocate Division v. Tennessee Regulatory Authority, 2001 WL 575570, at *5 & 6 (Tenn. Ct. App. May 30, 2001). Thus, the claims raised by the CAPD should be dismissed as they have already been determined by the TRA in past dockets.

Additionally, the CAPD's claims should be dismissed pursuant to TRA Rule 1220-1-2-.03(2)(a) as the claims are not ripe for decision and thus cannot create a case or controversy that can be litigated before the TRA. The new Asset Management Agreement that the TRA approved in Docket 08-00012 is a legally binding contract through at least March 30, 2011. Issues concerning future asset management arrangements are only hypothetical and abstract. The CAPD is merely asking the TRA to adjudicate hypothetical and speculative issues.

IV. Argument

The claims and issues raised by the CAPD have already been litigated and determined by the TRA in other contested case proceedings. As these issues have been settled, they should not be re-litigated in the current docket. The CAPD has either intervened or has had the opportunity to intervene in past dockets when the TRA considered many of the issues and claims that the CAPD has set forth to re-litigate in this current docket.

There are no changed circumstances at this time that would justify the TRA's decision to re-visit its past orders and decisions. The CAPD has not asserted in its submission of claims or issues that the TRA has made errors in its past decisions or that new developments regarding CGC have arisen that the TRA has not considered. Rather, the CAPD is merely asserting general allegations that asset management needs to be investigated. However, the TRA has been taking action regarding CGC's gas capacity assets and asset management arrangements in its annual ACA audit dockets for over the past five (5) years. As the recently approved Asset Management Agreement is effective

for at least the next three years, there are no claims or issues regarding CGC's asset management relationship or the bidding process that are ripe to be litigated at this time.

Much time and resources will be expended by CGC to re-litigate issues that have already been settled. CGC should be able to rely on the certainty of the TRA's past decisions. Since there can be no showing of error in the TRA's past decisions or changed circumstances regarding CGC that were not previously considered by the TRA in its past decisions, the TRA should dismiss the claims and associated issues that have been raised by the CAPD as they have already been settled and are not ripe for review. Thus, the CAPD has failed to set forth claims as explained below upon which relief can be granted.

A. Claim No. 5 and Issue No. 2 regarding the current RFP procedures in CGC's Tariff have been settled and thus should be dismissed.¹

The CAPD has raised claims and issues that the RFP procedures in CGC's Tariff are not fair and reasonable and should be changed.² The TRA has already addressed the RFP issue in past dockets (Docket 04-00402 and 08-00012); thus, these claims and issues should be dismissed from the current docket.

The current bidding process that was utilized by CGC in November 2007 resulted from discussions between the Company and the TRA Staff. The TRA approved the current bidding process in August 2006. The bidding process set forth in CGC's Tariff was followed by the Company and resulted in the new Asset Management Agreement that was approved by the TRA on February 25, 2008 in Docket 08-00012.

¹ Henceforth, when CGC refers to a specific claim, it is referring to an enumerated claim set forth in the CAPD's March 12, 2008 filing. When CGC refers to an issue, it is referring to an enumerated issue set forth in the Issues List attached as Exhibit A to the Hearing Officer's March 17, 2008 Order.

² See Claim No. 5 in the CAPD's March 12, 2008 Filing and Issue No. 2 in the Issues List attached as Exhibit A to the March 17, 2008 Order.

During the litigation in the contested case proceeding regarding the approval of the new Asset Management Agreement in Docket 08-00012, no evidence was provided to show that the RFP procedures were not fair and reasonable or to show why revisions to the RFP procedures were necessary to protect the consumers. To allow a second bite at this issue now would circumvent the purpose of litigating issues in a docket and providing the parties with a certainty and preclusive effect of the decisions for a period of time. While it may be appropriate to revisit the RFP procedures in the future upon a showing of changed circumstances, there can be no such showing of changed circumstances at this time. Further, as a future asset management arrangement will not be re-bid for at least three years, revision of the RFP procedures or terms of a future asset management agreement are not ripe and will only result in the expenditure of unnecessary time and resources. CAPD Claim No. 5 and associated Issue No. 2 in the final Issues List should be dismissed for failure to state a claim.

B. Claim No. 1 and Issue Nos. 1, 3, 8, 10, 11, 12, and 14 regarding the compensation mechanism and other issues provided for in the new Asset Management Agreement have been settled and thus should be dismissed.

The CAPD has raised claims and issues concerning the compensation arrangement and other issues in the new Asset Management Agreement that was approved by the TRA in Docket 08-00012.³ The TRA has already addressed the new

³ See Claim No. 1 in the CAPD's March 12, 2008 Filing and Issue Nos. 1, 3, 8, 10, 11, 12, and 14 in the Issues List attached as Exhibit A to the March 17, 2008 Order.

More specifically, Issue No. 3 questions the accounting for FERC mandated payments. CGC is unclear what this issue addresses. If the issue pertains to capacity release, then FERC mandated payment is not an issue since CGC does not sell, lease, release, relinquish, or assign any of its assets to its asset manager. If the issue is addressing pipeline tariff rates, then such rates CGC pays are already the subject of review by the TRA in the annual ACA audit.

Additionally, Issue No. 14 questions how the TRA would regulate CGC if CGC were to engage in asset management in house. CGC has a binding Asset Management Agreement for a term of at least three years and will not be engaging in asset management for itself. This issue is not ripe at this time. It is not appropriate to expend much time and money to litigate speculative issues regarding non-existent

Asset Management Agreement in Docket 08-00012. As the new Asset Management Agreement is a binding contract for at least three years, the claims and associated issues raised by the CAPD concerning future agreements that may be placed out for bid several years hence are not ripe for litigation at this time and thus should be dismissed from the current docket.

CAPD Claim No. 1 and Issue Nos. 1 and 3 are based on the CAPD's assertion that CGC sells, leases, releases, relinquishes, or assigns its gas supply, pipeline capacity and storage assets to its asset manager. This is not so. CGC's asset manager acts as an agent for CGC. See Redacted Asset Management Agreement filed on Feb. 1, 2008 in Docket 08-00012. CGC does not sell, lease, release, relinquish, or assign assets to its asset manager. Thus, CAPD Claim No. 1 and associated Issues Nos. 1 and 3 on the final Issues List should be dismissed for failure to state a claim.

Additionally, Claim No. 1 and Issue Nos. 1, 10, 11, and 12 question the compensation mechanism in the Asset Management Agreement. The asset manager's compensation model is determined through a competitive bidding process that ensures CGC's customers obtain fair value for the use of gas supply assets that would otherwise be idle if not used by CGC to complete non-jurisdictional transactions. The 50/50

circumstances. If the TRA has the authority and orders CGC to conduct asset management for itself, then the TRA can address Tariff procedures at that time. Further, to the extent that CGC is ordered to engage in such activities, it would be entitled to recover its full cost of developing an internal department to act in this manner and conduct such transactions. Developing the internal systems and the hiring of employees would ultimately be rather costly for CGC's customers. Most likely, CGC would have to dedicate additional resources for supply procurement function with loss of the optimization dollars to the ratepayers inherent in the synergy created by utilizing an asset manager with a depth of customers and breadth of marketplace experience and relationships.

Further, Issue No. 8 addresses the prudence of CGC's sales and purchase of natural gas and the implementation of safeguards to ensure least cost purchasing of natural gas. The Gas Purchase Agreement that is attached to and is part of the Asset Management Agreement that the TRA approved in Docket 08-00012 provides that the Most Effective Cost Method rather than the Least Cost Purchasing Method is the standard. As this issue has already been determined in the contract approval docket (08-00012), the issue is not ripe for review.

sharing mechanism provided for in the new Asset Management Agreement has already been determined as fair and reasonable by the market through the RFP process and by the TRA through the approval of the new Asset Management Agreement in Docket 08-00012. The CAPD did not offer evidence in that docket, although afforded the opportunity to do so, to refute the Company's position that the sharing arrangement and annual minimum guarantee provide great benefit to CGC's customers. The docket demonstrated that the RFP procedures in CGC's Tariff worked to produce great benefit for CGC's customers, and the TRA recognizing this approved the new Asset Management Agreement that allows for 50/50 sharing of net gains from non-jurisdictional transactions along with an annual minimum guarantee.

Under the current bidding procedure, the sharing mechanism and the minimum guarantee define the amount that CGC will receive from non-jurisdictional transactions completed on behalf of CGC by the asset manager. The same sharing mechanism specified in the contract also determines the compensation that the asset manager will receive for acting as CGC's agent. A change in the sharing provision would result in a corresponding change in the amount of gain that the asset manager would guarantee through the annual guaranteed minimum amount provided to CGC's ratepayers. The sharing mechanism in the new Asset Management Agreement has already been settled by the bidding process and by the TRA's approval on February 25, 2008.

The new Asset Management Agreement became a binding contract upon the TRA's approval, and it cannot be retroactively changed by the TRA. See Tennessee Constitution, Art. I, § 20 ("That no retrospective law, or law impairing the obligations of contracts, shall be made.") Any changes in the sharing mechanism cannot be made until

the renewal of the contract. As market conditions and asset management practices may change and continue to develop over the next three years, it would be premature to litigate the compensation model for a future asset management agreement which will not become ripe again until a new contract is placed out for bid.

CGC has contractually engaged Sequent as its asset manager to arrange and handle non-jurisdictional transactions that use gas supply assets that would otherwise be temporarily idle and generate no value for CGC's customers. Sequent bears the expense and assumes risk associated with such transactions and is compensated through the sharing mechanism as provided in the contract, and approved by the TRA. In order to ensure that the customers are protected, the compensation mechanism of the asset manager was determined through a competitive bidding process resulting in the Asset Management Agreement that was approved by the TRA in Docket 08-00012. Imputation of any of the dollars Sequent earns while acting as asset manager through the sharing mechanism in accordance with this agreement would be a modification of an agreement that has been approved by the TRA.

As the compensation of CGC's customers and Sequent are set forth in the terms of the Asset Management Agreement that has been approved by the TRA, these issues have been settled and are not ripe for re-litigation. Thus, CAPD Claim No. 1 and associated Issue Nos. 1, 3, 8, 10, 11, 12, and 14 in the final Issues List should be dismissed.

C. Claim No. 3 and Issue No. 13 regarding affiliate transaction guidelines have been settled and thus should be dismissed.

The CAPD has raised claims and issues that the TRA should establish rules, regulations, tariffs, orders or requirements regarding transactions between CGC and its

affiliates.⁴ The TRA has already addressed issues concerning affiliate transactions in past dockets. Thus, these claims and issues should be dismissed from the current docket.

CGC's Tariff includes guidelines and standards of conduct governing transactions with affiliates, which have been reviewed and approved by the TRA. No allegations have been brought that CGC is in violation of these Tariff provisions.

The sharing arrangement in the new Asset Management Agreement ensures transparency as records are maintained by the asset manager in a manner that allows all of the non-jurisdictional transactions to be tracked, reviewed, and analyzed by the TRA Staff during its annual audit. The TRA Staff visited Sequent's headquarters in December 2007 and first hand evaluated and reviewed how transactions are made, how gains are realized, and how this information is tracked for the TRA and CGC to review. CGC retains operational control over its assets, including the ability to recall any of its assets at any time if needed for firm customers. As CGC already has tariff provisions governing affiliated transactions that have been working well, this issue should not be re-litigated. Thus, CAPD Claim No. 3 and Issue No. 13 in the final Issues List should be dismissed.

D. Claim Nos. 2 and 4 and Issue Nos. 4, 5, 6, 7, and 9 address capacity issues and should be dismissed as having been settled and not ripe for re-litigation.

The CAPD has raised claims and issues that CGC has excess capacity.⁵ The TRA has already addressed capacity issues; thus, these claims and the associated issues should be dismissed from the current docket.

⁴ See Claim No. 3 in the CAPD's March 12, 2008 Filing and Issue No. 13 in the Issues List attached as Exhibit A to the March 17, 2008 Order.

⁵ See Claim Nos. 2 and 4 in the CAPD's March 12, 2008 Filing and Issue Nos. 4, 5, 6, 7, and 9 in the Issues List attached as Exhibit A to the March 17, 2008 Order.

The TRA has reviewed CGC's gas supply assets in the past and has determined that CGC is acting prudently in the areas of gas supply planning and procurement.⁶ Each year in the Incentive Plan Audit, the TRA has the opportunity to comment on CGC's gas supply assets. CGC has not added any capacity since it was purchased from Jupiter in 1988. The number of CGC's firm customers has not been declining.

CGC believes that capacity issues should be dismissed from the current docket and should continue to be addressed in the annual audits as is the TRA's current practice. If the TRA wishes to review CGC's capacity at this time, CGC believes it would be best to allow the TRA to engage its audit powers rather than allowing this docket to proceed upon the complaint of the CAPD, which sets forth no specific allegations only mere speculation. The TRA should dismiss CAPD's Claim Nos. 2 and 4 regarding capacity.

V. Conclusion

In conclusion, CGC requests that the TRA dismiss the claims raised against it by the CAPD for failure to state a claim. The TRA has been doing its job in addressing all of these claims in past dockets. As these issues have been settled, the TRA should dismiss the CAPD's claims and not allow the CAPD to re-litigate already decided issues. The TRA recently approved CGC's new Asset Management Agreement that will be binding for at least three years, so claims regarding future asset management arrangements are not ripe for review at this time.

Alternatively, if the TRA decides that the CAPD's capacity asset claims are ripe for review, CGC believes that this docket should be limited solely to the CAPD's claim that CGC has excess capacity. Further, CGC would request that the TRA order the

⁶ See, for example, October 29, 1999 Report of the Gas Purchasing Activities of Chattanooga Gas Company for the Period of July 1, 1998 to June 30, 1999, prepared for the Tennessee Regulatory Authority by PHB Hagler Bailly, Inc.

CAPD to set forth its allegations with specificity as to why it maintains that CGC has oversubscribed its capacity and gas supply so that CGC is afforded the right to defend its rights and privileges.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been forwarded by electronic mail on this the 8th day of April, 2008, to the following:

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