

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:)	
)	
COMPLAINT OF CONOCOPHILLIPS)	DOCKET NO. 11-00210
COMPANY FOR AN ORDER)	
DETERMINING CONOCOPHILLIPS NOT)	
LIABLE FOR PENALTIES AND CHARGES)	
ASSESSED BY CHATTANOOGA GAS)	
COMPANY, OR, IN THE ALTERNATIVE)	
PETITION FOR SPECIAL RELIEF)	

**RESPONSE IN OPPOSITION OF THE CONSUMER ADVOCATE TO THE PETITION
FOR RECONSIDERATION FILED BY CONOCOPHILLIPS**

The Attorney General and Reporter for the State of Tennessee, by and through the Consumer Advocate and Protection Division of the Office of the Attorney General ("Consumer Advocate"), pursuant to Tenn. Code Ann. § 65-4-118, respectfully opposes the petition for reconsideration filed by ConocoPhillips Company ("ConocoPhillips") filed with the Tennessee Regulatory Authority ("TRA" or "Authority") on February 6, 2013.

ConocoPhillips cites no new evidence in its petition for reconsideration, but merely recites the supporting rationales offered by Chattanooga Gas Company ("CGC") and ConocoPhillips to the hearing panel at the November 8, 2012, Authority Conference. The Authority has already weighed the evidence and support presented for the proposed settlement. The majority of the hearing panel concluded the proposed settlement was not in the public interest.¹ At the November 8, 2012 Authority Conference, the Consumer Advocate did not object to the proposed settlement between CGC and ConocoPhillips but reserved the right to oppose the relief sought by ConocoPhillips in the event the Authority rejected the proposed

¹ *Order Denying Settlement Agreement*, p. 3, January 23, 2013.

settlement.² Herein, the Consumer Advocate opposes the reconsideration of the proposed settlement.

A "tariff" in regulatory parlance is the terms and conditions of service the TRA has approved for a public utility. In Tennessee, the provisions of a tariff are binding upon the utility and its customers and have the effect of law. *GBM Communications, Inc. v. United Inter-Mountain*, 723 S.W. 2d 109, 112 (Tenn.Ct.App. 1986) (cert. denied). Moreover, ConocoPhillips, acting as a third party supplier, agreed to act pursuant to the terms of the tariff.³

Attempts to foster a settlement and lower potential litigation costs are laudable. However, the fact remains that the proposed settlement requires the households and businesses of Chattanooga to fund a settlement payment to ConocoPhillips. CGC is ultimately not financially responsible for the settlement payments. As observed by Chairman Allison, the settlement is between two parties, but the money is from the ratepayers.⁴

The Consumer Advocate respectfully submits the petition for reconsideration should be denied.

RESPECTFULLY SUBMITTED,



Ryan L. McGehee (BPR #025559)
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Consumer Advocate and Protection Division
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Dated: February 16, 2013.

² *Transcript of Authority Conference*, November 8, 2012, pp. 48-49; pp. 58-59.

³ See Attachment A; Third Party Supplier Agreement between Chattanooga Gas Company, Invista, Inc. and ConocoPhillips.

⁴ *Transcript of Authority Conference*, November 8, 2012, p. 59-60.

CERTIFICATE OF SERVICE


I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

J.W. Luna, Esq.
Jennifer Brundige, Esq.
Farmer & Luna
333 Union Street
Suite 300
Nashville, TN 37201

Archie R. Hickerson
Director-Regulatory Affairs
AGL Services Company
150 West Main Street
Suite 1510
Norfolk, VA 23510

Tom Midyett, Esq.
318 Erin Drive, Suite 2a
Knoxville, TN 37919

This the 11th day of February, 2013.



Ryan L. McGehee

CHATTANOOGA GAS COMPANY
THIRD PARTY SUPPLIER (TPS) AGREEMENT

THIS AGREEMENT executed by the undersigned Customer who will receive service (the "Customer") from CHATTANOOGA GAS COMPANY ("Company") and the undersigned Third Party Supplier ("Designated TPS") who will act on behalf of the Customer pursuant to the applicable provisions of the Company's Tariff.

WITNESSETH:

WHEREAS, the Customer desires to engage the Designated TPS to act on its behalf on the Company's system pursuant to the provisions of the Company's Tariff; and

WHEREAS, the Designated TPS desires to operate on behalf of the Customer pursuant to the Company's Tariff; and

WHEREAS, the Customer and the Designated TPS desire to execute this Agreement in order to set forth the terms and provisions of the agreements and understandings between them which will become effective from time to time.

NOW, THEREFORE, in order to induce the Company to permit the Designated TPS to operate on its system on behalf of the Customer and in consideration of the mutual covenants and agreements herein, the Customer and the Designated TPS hereby agree with one another and with the Company as follows:

1. The following information relates to the Customer and has been furnished by the Customer:

Customer's Name Invista, Inc.

Mailing Address: 4501 N. Access Road, Chattanooga, TN 37415

Address (es) where Gas Service is to be provided (if different from mailing address):

Chattanooga Gas Company Account No. of Customer: 28-9-00650

Telephone: (423) 875-7011 Fax: (423) 875-7912

Effective Date: December 1, 2010

2. The following information relates to the Designated TPS and has been furnished by the Designated TPS:

Designated TPS's Name: ConocoPhillips

Mailing Address: 600 North Dairy Ashford, Houston TX 77252

Chattanooga Gas Company Account Number of Designated TPS: 23800-0073

Telephone: 281-293-5643 Fax: 281-293-6111

3. The following terms and provisions shall become effective during each period when a Current TPS Designation has been executed by the Customer and accepted by the Company:

- A. During the period of this agreement, the Customer designates and authorizes the Designated TPS to secure services from the Company on behalf of the Customer from time to time and Designated TPS agrees to secure such services on behalf of Customer during such periods in accordance with all applicable provisions of the Company's Tariff.
- B. During the period of this agreement, the Customer authorizes the Company from time to time to disclose to the Designated TPS the Customer's Gas usage and requirements.
- C. By the execution of this Agreement the Customer will be deemed to warrant to the Company that Designated TPS herein has agreed to be the sole supplier of the Customer and the Designated TPS will be solely responsible for informing the Customer of any Daily Balancing Orders that may be issued by the Company from time to time.

IN WITNESS WHEREOF, the Undersigned Customer and Designated TPS have executed this Agreement as of the 6th day of -
December, in the year of 2010.

Invista, Inc.

ConocoPhillips

By: 

Customer

By: 

Designated TPS

Title: Sylvia Reza / Coordinator Energy Services

Title: Diane Cipolla / ConocoPhillips Marketer

Note: Please fax the fully executed agreement to the Company at (404) 584-3817. The Company reserves the right to require three days notice but will process these changes up to the day before on a "best efforts" basis. It is recommended Customers or their Designated TPS contact their CGC account manager to ensure these agreements are received and processed in time, particularly if submitted on short notice and/or faxed after hours or weekends/holidays.