

Marguerite McLean

090539-GU

From: Paxton, Lucinda (CAO) [LPAXT01@miamidade.gov]
Sent: Monday, November 15, 2010 4:36 PM
To: Filings@psc.state.fl.us
Cc: Gillman, Henry (CAO); Anna Williams; Martha Brown; mwilliam@aglresources.com; fself@lawfla.com; Spierce@aglresources.com
Subject: In Re: Petition for approval of Special Gas Transportation Service Agreement...(090539 GU): FW: Attached Image
Attachments: PSC_MD PRELIM LIST_001.pdf

Cindy Paxton on behalf of

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From: Scan (CAO)
Sent: Monday, November 15, 2010 4:31 PM
To: Paxton, Lucinda (CAO)
Subject: Attached Image

11/15/2010

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition of Miami-Dade County through
Miami-Dade Water and Sewer Department
for Approval of Special Gas Transportation
Service Agreement with Florida City Gas

Docket No. 090539-GU

Miami-Dade County's Preliminary List of Issues

A. JURISDICTION

1. Whether Miami-Dade County ("Miami-Dade") is a municipality for purposes of Rule 25-9.034, Florida Administrative Code?
2. Whether the Florida City Gas ("FCG")/Miami-Dade gas transportation agreement is exempt from Commission jurisdiction?
3. Whether FCG should be equitably estopped from asserting that the FCG/Miami-Dade gas transportation agreement is not exempt from Commission jurisdiction?

B. SPECIAL CONTRACT

4. What terms and conditions are required to be included in a special contract with FCG for gas transportation services?
5. What are the standards for approving a special contract for gas transportation?

6. Whether any existing FCG tariff schedule applies to the 2008 Agreement for gas transportation services to Miami-Dade Water and Sewer Department (“MDWASD”)?

C. INCREMENTAL COST

7. How should “incremental costs” be defined for purposes of this proceeding?

8. What costs should be considered in FCG’s “incremental costs”?

9. What was the original cost and installation date for the FCG pipe that transports gas to MDWASD plants?

10. Who paid for the FCG pipe and is the pipe, or any portion of the pipe that serves MDWASD, contributed property?

11. Whether FCG employees have provided any maintenance or other services regarding the FCG pipes serving MDWASD?

12. Whether FCG pipe serving Miami-Dade is fully depreciated?

13. Whether FCG should have performed an incremental cost of service study prior to entering into a special contract for gas transportation services?

14. What are FCG’s incremental costs to serve MDWASD’s gas transportation requirements for the Alexander Orr, Hialeah-Preston and South Dade Wastewater Treatment Plant, respectively?

15. Whether the contract rate in the 2008 Agreement covers FCG's incremental cost to serve MDWASD?

16. To the extent the rate agreed to in the 2008 Agreement does not cover the costs FCG incurs to serve MDWASD, what is the lowest rate that will cover such costs?

D. COMPETITIVE RATE ADJUSTMENT

17. Whether a competitive rate adjustment is or should be available to FCG relating to the 2008 Agreement?

18. Whether FCG should have unilaterally stopped billing the CRA to its customers?

19. Whether FCG entered into any below-tariff special contracts following approval by the PSC?

20. Whether FCG has improperly billed the CRA to MDWASD?

E. TARIFF RATE SCHEDULE

21. Whether the tariff rate that FCG unilaterally imposed on MDWASD is unjust, unreasonable, excessive, or unjustly discriminatory?

22. Whether the GS-1250K rate schedule is a proper or reasonable classification for MDWASD?

23. Whether FCG's increase of the County's rates by 670% is reasonable?

F. FCG/AGL ACTIONS

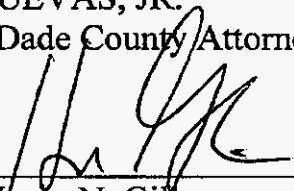
24. Whether FCG's breach of its obligations to act in good faith can be excused by the PSC?
25. What is AGL's financial interest in this matter?
26. Whether FCG shareholders should be required to absorb a deficiency, if any, between FCG revenue under the 2008 Agreement and FCG's incremental cost to serve MDWASD?
27. Whether FCG would over-earn if the Commission allowed FCG to charge MDWASD rates 670% higher than the rates FCG agreed to charge MDWASD in the 2008 Agreement?
28. Whether FCG made misrepresentations to the PSC staff regarding its cost of serving the County?
29. Whether FCG made misrepresentations to the PSC staff regarding the County's cost of bypassing FCG's system?
30. Whether FCG should benefit from its misrepresentations and other actions with regard to the 2008 Agreement?
31. Whether FCG and AGL's treatment of the County should be condoned by the PSC?

Issues were placed in categories for convenience. Issues may fall under more than one category. Miami-Dade reserves the right to enlarge, reduce, edit or otherwise amend this preliminary list of issues.

Respectfully submitted,

R. A. CUEVAS, JR.
Miami-Dade County Attorney

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered by email and U.S. Mail this 15th day of November, 2010 to:


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