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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 090539-GU
FLORIDA CITY GAS
DIRECT TESTIMONY OF MELVIN WILLIAMS

Q. Please state your name and business address.
A. My name is Melvin Williams. My business address is Florida City Gas, 955 East 25th Street, Hialeah, Florida, 33013.
Q. On whose behalf are you testifying in this proceeding?
A. I am testifying on behalf of Florida City Gas (“FCG” or “the Company”).
Q. What are your responsibilities with FCG?
A. Currently, I serve as Vice President and General Manager of Florida City Gas and Atlanta Gas Light Company. My primary duties include overseeing all the day to day operational and administrative functions in Florida and in Georgia for the Augusta, Central Georgia, Clayton, Conyers and Northeast Georgia regions.
Q. Please describe briefly your educational and professional background.
A. I graduated from Savannah State University with a Bachelor of Business Administration in Marketing. I have over 22 years experience with AGL Resources in the operations and regulatory functions. Just prior to undertaking duties with Florida City Gas as Assistant General Manager, I served as Director, State Regulatory Affairs covering the Florida and Georgia jurisdictions. I have also held positions in new business development and marketing.

COM 5
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1 **Q. Have you previously testified or presented testimony before the Florida**
2 **Public Service Commission (“PSC” or “Commission”)?**

3 A. I have not previously testified before the Florida Public Service Commission.

4 **Q: Please describe Florida City Gas.**

5 A: FCG is a natural gas public utility regulated by the Florida Public Service
6 Commission pursuant to chapter 366, Florida Statutes, which has been in
7 operation since 1946. Florida City Gas serves approximately 101,000 customers
8 in the communities of Miami-Dade, Brevard, Saint Lucie, Indian River, Martin
9 and Palm Beach counties. Florida City Gas operates over 3,300 miles of gas
10 mains throughout its service territory. Florida City Gas is a wholly-owned
11 subsidiary of AGL Resources Inc., which is the parent company of six of natural
12 gas distribution companies across the United States, including Florida City Gas,
13 that together currently make AGL Resources the fourth largest gas-only
14 distribution company in the U.S. AGL Resources acquired FCG as part of the
15 corporation’s acquisition of NUI Corporation that occurred in November 2004.
16 FCG operated under the name City Gas of Florida as a division of NUI
17 Corporation at the time the 1999 Natural Gas Transportation Service Agreement
18 (“1999 TSA”) was executed.

19 **Q. What is the purpose of your testimony?**

20 A. The Miami-Dade County Water and Sewer Department (“MDWASD”) filed a
21 petition with the Commission to initiate this docket, and this testimony is filed as
22 part of the PSC’s approved procedural order. My testimony will discuss the events

1 connected to the service provided by FCG to MDWASD under the 1999 TSA, the
2 2008 Amendment to extend the 1999 TSA (“2008 Amendment”), the submission
3 of the 2008 Natural Gas Transportation Special Agreement (“2008 TSA”) to the
4 PSC, and the current tariffed service. I will also provide the Company’s position
5 on several of the specific issues at dispute in this proceeding.

6 **Q. Please briefly describe the prepared testimony of FCG’s other witness in this**
7 **proceeding.**

8 A. In addition to my testimony, the Company is presenting the testimony of Carolyn
9 Bermudez. Ms. Bermudez is the Director, Strategic Business and Financial
10 Planning for AGL Resources and her testimony is intended to provide the
11 Company’s position on its financial operations and the issues related to the cost of
12 service attributable to MDWASD.

13 **Q. What exhibits are you presenting in this proceeding?**

14 A. I am responsible for the following exhibits:

<u>Exhibit No.</u>	<u>Description</u>
MW-1	1999 TSA
MW-2	2008 TSA
MW-3	2008 Amendment
MW-4	MDWASD Billing Letters

20 **Background**

21 **Q. Is MDWASA a customer of FCG?**

22 A. Yes. MDWASD is a very large transportation customer of FCG.

1 **Q. Please describe FCG's current service to MDWASD**

2 A. FCG and MDWASD entered into a natural gas transportation service agreement
3 on October 29, 1999 ("1999 TSA") (a copy this document is attached to my
4 testimony as Exhibit __ (MW-1, 1999 TSA). Under the terms of the 1999 TSA,
5 the effective dates for service were July 1, 1998, when service was initiated,
6 through June 30, 2008. Service was to terminate at the end of the initial 10 year
7 term unless extended by mutual agreement of the parties. The 1999 TSA specified
8 that MDWASD would be treated under the Company's then-current tariff as a
9 Contract Interruptible Large Volume Transportation Service ("CI-LVT")
10 customer. MDWASD was to receive a maximum annual contract quantity
11 ("MACQ") of gas in any contract year as follows: Alexander Orr Water
12 Treatment Plant – 4,200,000 therms; Hialeah Lime Reclamation Facility –
13 3,300,000 therms; and South District Wastewater Treatment Plant – 400,000
14 therms.

15 **Q. What was the special rate for each service under the 1999 TSA?**

16 A. From the files we have located, it appears that the rates in the 1999 TSA were
17 based upon MDWASD's bypass alternative the Company and MDWASD
18 ultimately agreed to the following rates: Alexander Orr Water Treatment Plant -
19 \$0.010 per therm; Hialeah Water Treatment - \$0.030 per therm; and South District
20 Wastewater Treatment Plant - \$0.030 per therm.

1 **Q. Was the 1999 TSA ever submitted to the PSC for approval?**

2 A, It does not appear that NUI Corporation submitted the 1999 TSA to the PSC for
3 its approval. However, as the testimony of Ms. Bermudez will discuss, the effect
4 of the 1999 TSA has been reviewed annually as a part of the company's quarterly
5 surveillance report filings, through the company's request for an approval of a
6 competitive rate adjustment ("CRA"), and through in the utility's 2000 and 2003
7 rate cases.

8 **Q. With AGL Resource's acquisition of FCG, what relevant changes occurred
9 with respect to service to MDWASD?**

10 A. From November 2004 until the expiration of 1999 TSA in June 2008, FCG's
11 service to MDWASD remained unchanged.

12 **Q. What happened when the 1999 TSA was about to expire?**

13 A. Prior to the expiration of the 1999 TSA, FCG and MDWASD entered into
14 commercial discussions about extending or replacing the 1999 TSA, and executed
15 a new Natural Gas Transportation Service Agreement on August 28, 2008 ("2008
16 TSA") (a copy of this document is attached to my testimony as Exhibit __ (MW-
17 2, 2008 TSA).

18 **Q. Was any other agreement entered into simultaneously with the 2008 TSA?**

19 A. Yes. As the term of the 1998 TSA was set to expire, and as the 2008 TSA
20 affirmatively required approval of the PSC prior to the agreement taking effect,
21 the parties agreed to an amendment to the 1999 TSA. This amendment is attached
22 to my testimony as Exhibit __ (MW-3, 2008 Amendment). This 2008

1 Amendment allowed service to continue uninterrupted to MDWASD on a month
2 to month basis under the terms of the 1999 TSA until such time as the 2008 TSA
3 could be executed, approved by the PSC, and become effective.

4 **Q. Was this month to month extension submitted to the PSC for approval?**

5 A. No. In retrospect it should have been, but our thinking at the time was customer
6 expediency – to continue uninterrupted service to our customer until the new
7 service agreement could be approved by the PSC. However, the Company made
8 the Commission staff aware of the extension agreement when it filed the 2008
9 TSA Agreement for approval in Docket No. 080672-GU.

10 **Q. Is service under this month to month extension continuing?**

11 A. No. On June 22, 2009, I wrote to Mr. Ruiz, the Deputy Director of Operations for
12 MDWASD to give him our 30-days written notice of termination and that we
13 would begin charging the approved tariff rate applicable to MDWASD's class of
14 service effective August 1, 2009.

15 **Q. Why was it necessary to terminate the special agreement rate at that time?**

16 A. As I indicated in my letter, the amendment extension was a temporary measure to
17 get us to an approved service agreement. When it became clear that the rate in the
18 2008 TSA would not meet the minimum rate requirements in our tariff, we
19 requested and conducted a series of meetings with MDWASD to explain the
20 situation and to attempt to negotiate a new rate that would gain the approval of the
21 PSC. After four months of these efforts, MDWASD expressed its unwillingness
22 to negotiate a new agreement, even through FCG very much wanted to negotiate a

1 new special transportation agreement that this Commission could approve. In the
2 face of no progress, and rather than making a bad situation any worse on our
3 general body of ratepayers, the Company acted under the extension agreement to
4 terminate the month to month service and initiate service under the only option
5 available – tariff rates.

6 **Q. Is service to the MDWASD continuing?**

7 A. Since August 1, 2009, FCG has been providing service to MDWASD under the
8 terms of its filed tariff as a GS 1,250K customer. Accordingly, MDWASD is
9 being billed under the approved tariff rate for this class of service.

10 **Q. Is MDWASD's account current and in good standing?**

11 A. No. By letter dated November 18, 2009, MDWASD informed the Company that it
12 was withholding full payment on its invoices as billed by the Company and was
13 depositing into an escrow account an amount equal to the difference of the current
14 tariff rate service with the rate paid by MDWASD under the now expired 1999
15 TSA. In subsequent months, MDWASD has revised its monthly non-payment
16 letter and has indicated that it has not deposited the unpaid amounts into an
17 escrow account but rather into a “segregated account.” I have attached the
18 November 2009 and the December 2010 letters to my testimony as Exhibit __
19 (MW-4, MDWASD Billing Letters). I should add that while our tariff does not
20 provide for customers to withhold payments in “escrow” or in a “segregated
21 account,” in view of the present proceeding we have not taken any other action to
22 seek the collection of these unpaid sums. Ms. Bermudez in her testimony

1 discusses the specifics of these unpaid amounts, but to date the unpaid balance
2 exceeds \$800,000.

3 **Q. Did the 2008 TSA require that it be approved by the PSC.**

4 A. Yes. AGL Resources' policy with regard to special service arrangements is to
5 condition the obligations of the parties subject to the approval of the appropriate
6 PSC, and this language is in our tariff as well. This review process is critically
7 important as Florida City Gas desires to always comply with the applicable laws,
8 rules, and regulations of this Commission. The provision was agreed to by both
9 parties and included in the 2008 TSA.

10 **Q. Was a similar condition requiring PSC approval included in the 1999 TSA?**

11 A. No, NUI Corporation, the predecessor owner of FCG, and MDWASD did not
12 include such a requirement. However, whether the 1999 TSA contained a
13 provision requiring PSC approval to make the terms and conditions of the
14 agreement effective is irrelevant, in my opinion, to the issues in dispute here. The
15 ultimate issue presently before the Commission is whether the 2008 TSA should
16 be approved or not on its terms under the Commission's rules and FCG's
17 approved tariff. As my testimony and that of Ms. Bermudez will explain, the
18 2008 TSA should not be approved.

1 **Q. Are there any other substantive changes between the 1998 and 2008**
2 **versions?**

3 A. Yes, as Ms. Bermudez discusses in more detail, as a part of the 2003 rate case
4 decision, our classes of service were redefined. Under the 2008 TSA, the parties
5 agreed that MDWASD would be classified as a customer under the Company's
6 current Contract Demand Service tariff (KDS tariff) and the parties agreed that
7 FCG's service under the 2008 TSA would be governed by the terms and
8 conditions of its current tariff. However, the volumes of gas to be delivered at
9 each location remained unchanged and the special rate remained unchanged.

10 **Q. What was the FCG approval process for the 2008 TSA?**

11 A. In retrospect, the internal approval process at FCG that was in place at the time
12 the 2008 TSA was negotiated and executed was flawed. The level of checks and
13 balances that are now in place were absent such that the Company did not engage
14 in a complete and proper evaluation of the terms and conditions of the 2008 TSA
15 prior to its execution. The renegotiation process at that time was very
16 compartmentalized and there was no analysis of the cost of service attributable to
17 the level of service request by MDWASD during the term of the 2008 TSA.
18 Importantly, the individuals directly involved in the negotiation did not seek a
19 review by other key departments to determine compliance with the current tariff
20 or other business requirements of the Company.

1 **Q. Once both parties executed the 2008 TSA, did it become effective?**

2 A. No. The 2008 TSA specifically provided that it was to not become effective until
3 approved by the PSC. In accordance with its implied obligations, FCG submitted
4 the 2008 TSA to the PSC on November 13, 2008, and the filing entitled “Petition
5 for approval of Special Gas Transportation Service agreement with Miami-Dade
6 County by Florida City Gas” was assigned Docket No. 080672-GU.

7 **Q. What happened next with respect to the PSC’s approval process?**

8 A. The Commission Staff began their review of the process, and in the course of that
9 review the Staff submitted data requests to FCG regarding the 2008 TSA’s terms
10 and conditions and especially the incremental cost. As Ms. Bermudez discusses
11 in more detail in her testimony, on or about December 2, 2008, FCG received six
12 questions from the PSC Staff regarding the 2008 TSA, one of which specifically
13 asked for information about the cost of service calculation that led to the rate.

14 **Q. At what point did FCG begin to realize that it had a problem with the rate in
15 the 2008 TSA?**

16 A. Almost immediately. When the first question asked us to demonstrate how the rate
17 covered the cost of service we realized that there had been an assumption that the
18 rate was okay for the reasons Ms. Bermudez discusses, but that there had not been
19 any substantive analysis at the time of the 2008 negotiation. When the Company
20 reviewed the cost of service analysis that Ms. Bermudez discusses in her
21 testimony, Company management realized that the rate in the 2008 TSA did not

1 meet the current minimum standard for covering at least the incremental cost of
2 service applicable to MDWASD.

3 **Q. Why did the Company decide to withdraw the 2008 TSA instead of allowing**
4 **the Commission's review of the Company's request to proceed to a final**
5 **order rejecting it due to its deficiencies?**

6 A. In communications and meetings with the PSC staff during the Staff data requests
7 and responses process, it became apparent that the rate problem with the 2008
8 TSA was such that the Commission Staff would not recommend approval. More
9 importantly, we did not foresee the Commission approving a below cost rate in
10 violation of our tariff or its rules and statutes. Further, each month that service
11 under the 1999 TSA rate continued, the impact of this below cost service on our
12 general body of ratepayers continued to grow. Therefore, the Company decided
13 in late January that the most prudent course of action would be to discontinue the
14 regulatory process and proceed instead with discussions with MDWASD to craft a
15 new agreement that was both legally and financially sufficient that could be
16 approved.

17 **Q. When the decision was made to withdraw the 2008 TSA from PSC review**
18 **what communications did you have with MDWASD regarding the**
19 **Company's decision?**

20 A. The decision to withdraw the 2008 TSA, and all the work and history it
21 represented, was not a pleasant one. We had notified MDWASD as early as our
22 receipt of the first Staff data requests in December that we were concerned about

1 the Staff's question regarding the rate. As the data request and rate analysis
2 process progressed, we communicated with MDWASD regarding our ongoing
3 discussions with the Commission Staff. As the facts became clear, we related the
4 need to develop a rate that would recover at least the current incremental cost of
5 service and one that could be legally supported by the Commission. As a part of
6 this process, the Company met with MDWASD on February 11, 2009 to discuss
7 in detail the situation and how the parties should move forward.

8 **Q. Who attended the February 11, 2009 meeting?**

9 A. I met with representatives of MDWASD and their consultant, Mr. Jack Langer.
10 Also attending on behalf of FCG were Mr. Eddie Delgado, the individual who had
11 negotiated the 2008 TSA, Mr. Errol West, the Company's Manager of Marketing
12 Development, and Ms. Carolyn Bermudez.

13 **Q. And what was discussed during this meeting?**

14 A. In general, we reviewed the Staff data requests and the Company's responses, but
15 our primary purpose was to review the cost of service analysis and, as Ms.
16 Bermudez explains in her testimony, why the rate in the 2008 TSA was below cost
17 and could not be approved by the PSC.

18 **Q. Throughout the process, what was the response of the MDWASD
19 representatives?**

20 A. They certainly were not happy with the conclusion that the rate could not be
21 supported, especially given the long history of the rate and the fact that they had
22 to obtain the County Commission's approval for any new rate. They were very

1 concerned regarding what rate they might have to pay under a new transportation
2 service agreement and how that would flow through to their customers. However,
3 we left the meeting with the understanding that MDWASD would work with us to
4 develop a new rate that would be cost compliant with the Commission's
5 requirements while also representing a price that was less than the otherwise
6 applicable tariff rates. As a follow up to our meeting, on February 16, 2009, Mr.
7 Langer sent us an email in which he indicated he would work with MDWASD on
8 the numbers.

9 **Q. When was the 2008 TSA formally withdrawn from the PSC?**

10 A. February 17, 2009.

11 **Q. Did that end the discussions with MDWASD?**

12 A. No, not at all. On March 16, 2009, we met again with the MDWASD to further
13 update and discuss the situation, including a month to month extension until we
14 could develop a new cost compliant rate.

15 **Q. What was the response of the MDWASD?**

16 A. Our sense was that MDWASD would work cooperatively to resolve the situation.
17 However, two days later, Mr. Delgado received a letter from Mr. Langer, where he
18 advised FCG that the MDWASD was unhappy with the proposed rate that would
19 cover MDWASD cost of service rate and he asked that FCG keep the current rates
20 in place.

1 **Q. What was the follow up to this letter?**

2 A. Before we could respond, on April 8, 2009, Mr. Langer sent a second letter to me
3 identifying six items of concern or issues that needed to be resolved.

4 **Q. How did you respond to this letter?**

5 A. On April 29, 2009, I wrote to MDWASD responding to Mr. Langer's April 8,
6 2009, letter. I advised them that the extension under the 2008 Amendment could
7 not continue indefinitely and that FCG needed verification from MDWASD of its
8 alternative fuel supply options so that we could develop a proposal for a new rate
9 based on alternative fuel by-pass.

10 **Q. What was MDWASD's response to this letter?**

11 A. On June 16, 2009, I spoke with Mr. Langer by telephone. He indicated that
12 MDWASD would be responding to my April 29, 2009, letter the next day.

13 **Q. And did FCG receive the indicated response?**

14 A. No, the Company did not receive a written response. However FCG's outside
15 counsel received a phone call from Brian Armstrong, an attorney who represented
16 himself as representing MDWASD, and Mr. Armstrong indicated that MDWASD
17 preferred to litigate the 2008 TSA rather than negotiate a new compliant rate.

18 **Q. What was your response to this communication?**

19 A. This was a disappointing development. Protracted litigation over a fatally flawed
20 service agreement works to no one's benefit. I felt as if we had made it clear that
21 the old rate was not sufficient to meet the minimum cost of service standards and
22 that it was in the best interest of MDWASD and FCG to develop a new rate that

1 could be approved. Further, under the circumstances, it was not reasonable to
2 allow the extension of the rates in the 1999 TSA to continue in light of the under
3 recovery of costs. Thus absent a new agreement our continuing service to
4 MDWASD would have to be converted to a tariff rate service like any other
5 customer.

6 **Q. The Commission has approved a list of ten issues to be addressed during the**
7 **course of this proceeding. In addition to the testimony offered above, do you**
8 **have any specific comments on any of these issues?**

9 A. Yes. With regard to Issue 4, whether MDWASD has viable by-pass options to
10 FCG service, I have several comments. First, the last thing Florida City Gas
11 wishes to occur is to lose a very important customer. Under our current tariff, we
12 can only offer three options: full tariff service under the GS-1,250k tariff, a
13 special service agreement that recovers at least our incremental cost of service, or
14 a rate under our Flexible Gas Service (FGS) tariff based upon a viable economic
15 energy alternative to service from FCG. As to the last option, MDWASD is the
16 only entity that holds or can obtain information sufficient to determine whether a
17 viable alternative exists. To date MDWASD has refused to provide that
18 information to the Company. Additionally, at each stage of the discussions that
19 occurred following our decision to withdraw the filing and prior to this immediate
20 action being initiated by MDWASD, the Company has expressed a desire to craft
21 a special service agreement based on terms sufficient to MDWASD, provided we
22 can recover at least our incremental cost of service. We are also willing to amend

1 our tariff to include a new provision regarding an economic development
2 provision or a “gas to gas” bypass rate option concurrent with seeking approval of
3 any new special service agreement between the parties.

4 **Q. Should the 2008 TSA be approved? [Issue 7]**

5 A. The rate established in 1999 applicable to service to MDWASD does not recover
6 the incremental cost of service for the Company to provide service to MDWASD
7 as is discussed by Ms. Bermudez, and it is a substantial discount to our current
8 tariff rates applicable to customers in MDWASD class. For the Commission to
9 enforce the terms of the 2008 TSA, it must find that the rate and its below cost
10 discount is reasonable and in the public interest and that the difference between
11 that rate and the applicable tariff rate is recoverable through the CRA Rider.
12 These are not separate and distinct findings, but inextricably intertwined.

13 **Q. If the 2008 TSA is not approved, what should the Commission do with**
14 **respect to service to MDWASD? [Issue 10]**

15 A. MDWASD has been provided uninterrupted service since July 1998. The
16 Company provided proper notice of the termination of the 2008 Amendment, and
17 the initiation of service under the tariff. Therefore, the Commission should ratify
18 that the tariff charges that remain unpaid since August 2009 should be paid in full
19 within 30 days of the final order in this matter plus interest. Ms. Bermudez’s
20 testimony has the specific amounts as of the date of this prefiled direct testimony.

1 **Q. What rate, if any, should be put in place for any going forward service**
2 **agreement between MDWASD and FCG?**

3 A. Unless and until MDWASD is willing to resume discussions with the Company to
4 find an acceptable alternative to service that recovers its costs and is consistent
5 with the Company's tariff requirements, the current GS-1,250k rate should
6 continue as set forth in FCG's tariff. If there is going to be a going forward
7 negotiated rate that recovers its costs and that can be approved by this
8 Commission, then we need to develop new tariff language that would permit such
9 a rate because the KDS tariff language does not meet the facts present in our
10 service to MDWASD.

11 **Summary**

12 **Q. Please summarize the key points of your testimony.**

13 A. Florida City Gas regrets the assumptions that have led to this dispute between the
14 parties, but we believe that the current proceeding is both unnecessary,
15 counterproductive, and not in the best interests of our respective customers.
16 While the Company has admitted its mistakes in how the 2008 TSA negotiations
17 were monitored and subsequently executed, the mistake was known and clearly
18 communicated to MDWASD as early as February 2009. If MDWASD had
19 provided us with the bypass information we needed to develop a rate with them, a
20 valid, more favorable alternative could have been negotiated that would have been
21 approved by now. Instead, MDWASD has chosen to litigate and to subject itself
22 to higher cost of the tariff rates and the associated additional indebtedness that has

1 accumulated since August 2009. Our commercial relationship with MDWASD is
2 very important to Florida City Gas. We remain willing and able to find a
3 workable commercial arrangement that allows us to operate properly within this
4 Commission's regulations and our tariff.

5 **Q. Does this conclude your pre-filed direct testimony?**

6 A. Yes.

NATURAL GAS
TRANSPORTATION SERVICE AGREEMENT
BETWEEN
NUI CORPORATION
AND
MIAMI-DADE COUNTY

Account Nos. 211-0756225-011, 211-0756239-011,
211-0754412-011

THIS AGREEMENT made and entered into as of this 29 day of Oct., 1999, by and between NUI Corporation, a New Jersey Corporation, hereinafter referred to as "Company", represented by City Gas Company of Florida, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, Company's Natural Gas Tariff (Tariff) establishes transportation service to be provided pursuant to Rate Schedule having certain specific terms of applicability; and

WHEREAS, Customer has requested that Company render natural gas transportation service to Customer in accordance with the terms and conditions of this Agreement and Company has agreed to transport Customer's gas,

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT

1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall become effective as of July 1, 1998, and shall continue in full force and effect for ten (10) years,

at which time the Agreement shall terminate. Company agrees, upon written request from Customer received by Company not less than 90 days prior to the termination date of this Agreement, to review the terms and conditions of the Agreement for the purpose of renewal for a like term. The renewal is contingent upon the Company and Customer mutually agreeing in writing to the terms and conditions for the renewal term. This Agreement supersedes and renders null and void the previous CI-LVT Transportation Service Agreement between the Company and Customer made and entered into as of November 1, 1997.

ARTICLE II

APPLICABILITY OF TARIFF

1. Based upon governing applicability provisions, the parties hereby confirm that Customer qualifies for the Contract Interruptible Large Volume Transportation Service (CI-LVT) Rate Schedule.

2. Except to the extent expressly modified by the terms of this Agreement, all service rendered by Company under this Agreement shall be provided pursuant to the terms and conditions of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved by the Florida Public Service Commission.

3. Pursuant to the Affidavits of Alternate Fuel Price attached hereto, the rates for transportation of natural gas to Customer's listed facilities shall be as set forth in Article VII of this Agreement.

ARTICLE III

POINTS OF RECEIPT AND DELIVERY

Customer shall arrange for the delivery of all gas to be transported by Company hereunder to take place at those interconnections between Company and Florida Gas Transmission Company (FGT) heretofore determined (Point(s) of Receipt) in Miami, FL and Hialeah, FL. All such gas received by Company shall be redelivered to Customer at those interconnections between the distribution system of Company and the facilities of Customer heretofore determined (Point(s) of Delivery).

ARTICLE IV

OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER

1. Customer represents that it meets all qualifications for Contract Interruptible Large Volume Transportation Service.
2. Customer agrees to comply with all terms and conditions of this Agreement and the Company's Tariff as approved by the Florida Public Service Commission, which terms and conditions are incorporated by reference, and the applicable Rate Schedule as the same may be amended or modified from time to time.
3. Customer warrants that it will, at the time of delivery of gas to Company for transportation hereunder, have good and merchantable title to the gas free and clear of all liens, encumbrances and adverse claims. Customer agrees to provide Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas transported. Company reserves the right, without penalty or liability, to refuse transportation of any gas in the event Customer fails to provide such documentation upon Company's written request.

4. Company understands that Customer warrants only its title to the natural gas at the Points of Receipt. Customer's contracted supplier of natural gas is responsible to warrant that all gas delivered to Company for transportation hereunder shall be of a merchantable quality and shall conform to the quality requirements set forth in the tariff of FGT as filed with and approved by the Federal Energy Regulatory Commission.

ARTICLE V

QUANTITY

1. Customer and Company agree that as of the Effective Date of this Agreement, the initial maximum annual contract quantity of gas (MACQ) that the company is obligated to deliver to Customer under this Agreement in any contract year is:

Alexander Orr Water Treatment Plant
6800 S.W. 87th Avenue
Miami, FL 33173

4,200,000 therms

Hialeah Lime Recalcination Facility
700 W. 2nd Avenue
Hialeah, FL 33010

3,300,000 therms

South District Wastewater Treatment Plant
 8950 S.W. 232 Street
 Miami, FL 33170

400,000 therms

2. Company may, from time to time, make deliveries to Customer in excess of the above stated MACQ's. However, if Customer desires to increase the MACQ for any facility, Customer will provide Company with a written request. Within ninety (90) days of the date of such request, Company shall provide Customer with proposed terms and conditions under which Company will be willing to increase MACQ. Such terms shall include, but not be limited to, Customer's willingness to pay an appropriate contribution to the cost of construction of additional facilities.

3. Customer hereby agrees to tender for transportation on the Company systems during each annual period a volume of gas equal to or greater than the minimum annual volume of 1,250,000 therms per year.

4. The maximum daily contract quantity of gas (MDCQ) Customer may have delivered to Company at the Points of Receipt, in the aggregate, for transportation by Company hereunder shall be 24,500 therms. During the term of this Agreement, Customer may increase the MDCQ and/or the maximum deliveries designated herein for each point of receipt only with the prior consent of the Company, and only upon such prior notice as the Company may require under the circumstances.

*6942, 500
 1/16/00*

*aw 575,000 T/P/M = 10/10 T/P/Day allowed using 24,500
 To be used → 19,200
 19,200
 + 22%
 23,424 T/P/M*

5

*24,500
 19,200
 23,424*

*1908,000
 + 27%
 increased*

*• or 595K x 12 = 7,000,000 T/P/yr
 • 5,200 T/P/yr = 331 T/P/yr (16 hr day)*

ARTICLE VI
PARAMETERS OF SERVICE

Company does not warrant that transportation service will be available hereunder at all times and under all conditions.

ARTICLE VII
RATES AND CHARGES FOR SERVICE

1. For the term of this Agreement, Customer shall pay Company each month the following transportation charges for services rendered under this Agreement. The rates set forth below are subject to the tax and other adjustment terms of Company's Tariff, as applicable to Customer.

<u>Facility</u>	<u>Rate per Therm</u>	<u>MACQ</u>
Alexander Orr Water Treatment Plant	\$ 0.010	4,200,000
Hialeah Water Treatment	\$ 0.030	3,300,000
South District Wastewater Treatment Plant	\$0.030	400,000

2. There shall be no charge for each therm transported to each facility in excess of the maximum annual contract quantity of gas (MACQ) as set forth in Paragraph 1 of this Article in any contract year, provided that any transportation service in excess of the MACQ figures set forth above in any contract year do not require Company to construct additional facilities to provide such service to Customer. The terms and conditions with respect to any increase in the initial MACQ and

41,200,000
2,310,000
38,890,000

construction of associated additional facilities are subject to the terms of Paragraph 2 or Article V of this Agreement.

ARTICLE VIII
MEASUREMENT

1. Company agrees to install and maintain facilities necessary to deliver and accurately measure the gas to Customer at the Points of Delivery.
2. Quantities of gas delivered to the Company's distribution system at the Points of Receipt for the account of Customer shall be measured by FGT. All charges billed to Customer hereunder shall be based on the measurements made at the Points of Delivery. Measurement shall include temperature-correcting devices installed and maintained by Company to ensure proper billing of gas, corrected to 60 degrees Fahrenheit, at no cost to Customer.
3. Customer may, with the prior written consent of Company, which shall not be unreasonably withheld, and at no cost to Company, install check-measuring devices at the Points of Delivery.

ARTICLE IX
FULL REQUIREMENTS

It is understood and agreed that Company's rendering of gas transportation service under the terms and conditions of this Service Agreement is in consideration of Customer's agreement to utilize exclusively such services for all pipeline-transported natural gas consumed at the Customer's facilities located as listed in Article V herein, from the Effective Date hereof and during the Term of this Agreement and any renewals hereof. Accordingly, Customer agrees that Customer will not,

for the term of this Agreement and any renewals hereof, displace any service provided under this Agreement with service from any third party. However, nothing herein shall prohibit Customer from extracting and consuming landfill gas at Customer's facilities.

ARTICLE X

FACILITIES

1. All facilities required to provide service under this Agreement shall be designed, constructed, installed, operated, maintained, and owned by Company.

2. Customer agrees to pay Company a one time "Aid to Construction" charge of \$300,000 for Company to design, construct, own, maintain, and operate natural gas service to Miami-Dade South District Wastewater Treatment Plant, 8950 S.W. 232 Street, Miami, FL, 33170, sufficient in size to meet Customer-specified demand of 400,000 therms maximum annual quantity (MACQ). Company agrees to run gas line(s) to point(s) of use within this plant as determined by the Customer, which shall constitute Point(s) of Delivery. Customer shall reimburse Company, prior to the commencement of service, in the amount of \$825.00 per meter for any telemetry equipment required to be installed at this plant.

ARTICLE XI

NOMINATIONS AND NOTICE

1. Customer, or its agent supplier, shall make all nominations of service (advice regarding the next months-anticipated consumption) on Company's system hereunder on the appropriate form provided by Company. Customer, or its agent, shall submit any new nomination for service a minimum of ten working days prior to the commencement of the transportation service, and shall

submit a request for a change to an existing nomination a minimum of three working days prior to the date the change is to become effective.

2. Customer or its agent, not the Company, shall be responsible for making all transportation agreements and nominations to all third parties upstream of company's Points of Receipt. Customer may use a broker for this purpose. If Customer utilizes a broker to make such transportation arrangements and nominations on the interstate system that is upstream of Company's system, Customer shall identify the broker initially and upon a change.

3. All nominations and adjustments to nominations shall be directed to:

Manager, Gas Control
NUI Corporation
One Elizabethtown Plaza
Union, NJ 07083
FAX: (908) 527-9478

Any service inquiries or correspondence regarding the administration of nominations shall be directed to:

Kim T. Verran
Territory Manager
NUI/City Gas Company of Florida
One Elizabethtown Plaza
Union, NJ 07083
Phone/Fax: (908) 289-5000 Ext. 5705/ (908) 289-1370

OR

Donna Becker
Key Accounts Manager
NUI/City Gas Company of Florida
One Elizabethtown Plaza
Union, NJ 07083
Phone/Fax: (908)289-5000 Ext. 5705/(908) 289-1370

4. All payments shall be directed to:

NUI/City Gas Company of Florida
955 East 25th Street
Hialeah, FL 33013-3498

5. Miami-Dade Water and Sewer Department
Mr. Tom Segars, Superintendent
Water Production Division
P. O. Box 110006
Hialeah, FL 33011
Phone: (305) 888-2522
Fax: (305) 889-0156

ARTICLE XII

FORCE MAJEURE

Neither Company, nor Customer or its agents, shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rules and people, civil disturbances, explosions, temporary failure of gas supply, temporary failure of firm transportation arrangements, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, acts of third parties, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party, and which by the exercise of due

diligence such party is unable to prevent or overcome.

Such cause or contingencies affecting the performance by Company, Third Party Supplier, or Customer, however, shall not relieve Company or Customer of liability in the event of its concurrent negligence, or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. In any event, the liability of Customer for damages shall be limited as provided in Section 768.28, Florida Statutes.

ARTICLE XIII

MISCELLANEOUS

1. The captions in this Agreement are for the convenience of the parties in identification of the provisions hereof and shall not constitute a part of the Agreement, nor be considered interpretive thereof.

2. This Agreement shall be binding upon and insure of the benefit of the respective successors and assigns of the parties; provided, however, neither party may make an assignment hereunder without having first obtained the prior written consent of the other party. Such consent shall not be unreasonably withheld. If either party does not provide such consent within sixty (60) days after receipt of the other party's notification of assignment, failure to reply shall be deemed as consent. Any notification of assignment or consent to assignment shall be made by registered mail.

3. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any civil action arising out of this Agreement shall be Miami-Dade County, Florida.

4. This Agreement shall be subject to all of the rules and regulations of any duly

constituted federal or state regulatory authorities having jurisdiction hereof. Company and Customer shall comply at all times with applicable federal, state, municipal, and other laws, ordinances and regulations.

5. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and may be modified only in writing duly executed by authorized representatives of the parties.

SIGNATURE PAGE FOLLOWS

In witness whereof, MIAMI-DADE COUNTY and NUI CORPORATION, represented by CITY GAS COMPANY OF FLORIDA, by and through their duly authorized officers, have executed this Agreement as of the date first written above.

(SEAL)

NUI CORPORATION

By: Joyce M. Fajon
Joyce M. Fajon
Assistant Secretary

By: CITY GAS COMPANY OF
FLORIDA, a Division of NUI
Corporation
Richard Gruber
Richard Gruber
Vice-President, Marketing

ATTEST:

MIAMI-DADE, a political
subdivision of the State of Florida

Harvey Ruvin

By Its Board of County
Commissioners

Clerk of the Board

By: Clifford J. ...
Deputy Clerk

By: Merrett R. Stierheim
Merrett R. Stierheim
County Manager

Approved as to form and
legal sufficiency.



By: H. G. ...
Assistant County Attorney

**NATURAL GAS TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA CITY GAS
AND
MIAMI-DADE COUNTY**

Account Nos. 211-0756225-011, 211-0756239-011,
211-0754412-011, 211-0786676-001

THIS AGREEMENT made and entered into as of this 28th day of Aug., 2008, by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG"), a New Jersey corporation, hereinafter referred to as "Company", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Customer" (collectively, with FCG, the "Parties").

WITNESSETH:

WHEREAS, Company's Natural Gas Tariff ("Tariff") establishes transportation service to be provided pursuant to the Contract Demand Service Rate Schedule having certain specific terms of applicability;

WHEREAS, Customer has requested that Company render natural gas transportation service to Customer in accordance with the terms and conditions of this Agreement and Company has agreed to transport Customer's gas;

WHEREAS, this Agreement is subject to the approval of the Florida Public Service Commission ("Commission"); and

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE 1

TERM OF AGREEMENT

1. Subject to all other provisions, conditions, and limitations hereof, this Agreement shall become effective as of the date that the Commission approves and makes this Agreement effective (the "Effective Date"), and shall continue in full force and effect until ten years from the Effective Date, at which time the Agreement shall terminate (hereinafter, the "Term"). Company agrees, upon written request from Customer received by Company not less than ninety (90) days prior to the termination date of this Agreement, to review the terms and conditions of the Agreement for the purpose of renewal for a like term. The renewal is contingent upon the Company and Customer mutually agreeing in writing to the terms and conditions for the renewal term. If this Agreement is not approved and made effective by the Commission subject to terms and conditions satisfactory to the Parties within one hundred eighty (180) days from the date this Agreement is entered into by the Parties, this Agreement shall not become effective, and the parties will continue to negotiate a new agreement, pursuant to the First Amendment to Natural Gas Transportation Service Agreement Between Florida City Gas and Miami-Dade County (the "Amendment"), unless one of the parties elects to terminate the Amendment, as provided in the Amendment, through written notice.

ARTICLE II

APPLICABILITY OF TARIFF

1. Based upon governing applicability provisions, the Parties hereby confirm that Customer qualifies for the Contract Demand Service Rate Schedule.
2. Except to the extent expressly modified by the terms of this Agreement, all service rendered by Company under this Agreement shall be provided pursuant to the terms and

conditions of Company's Tariff, which is incorporated fully herein by reference, as filed with and approved by the Florida Public Service Commission from time to time.

3. The rates for transportation of natural gas to Customer's listed facilities shall be as set forth in Article VII of this Agreement.

ARTICLE III

POINTS OF RECEIPT AND DELIVERY

1. Customer shall arrange for the delivery of all gas to be transported by Company hereunder to take place at those interconnections between Company and Florida Gas Transmission Company ("FGT") heretofore determined [Point(s) of Receipt] in Miami, FL and Hialeah, FL. All such gas received by Company shall be redelivered to Customer at those interconnections between the distribution system of Company and the facilities of Customer heretofore determined [Point(s) of Delivery].

ARTICLE IV

OBLIGATIONS AND REPRESENTATIONS OF CUSTOMER

1. Customer represents that it meets all qualifications for Contract Demand Service.
2. Customer agrees to comply with all terms and conditions of this Agreement and the Company's Tariff, as approved by the Florida Public Service Commission, which terms and conditions are incorporated fully herein by reference and the applicable Rate Schedule as the same may be amended or modified from time to time.
3. Customer warrants that it will, at the time of delivery of gas to Company for transportation hereunder, have good and merchantable title to the gas free and clear of all liens, encumbrances, and adverse claims. Customer agrees to provide Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas transported. Company reserves the right, without penalty or liability, to refuse

transportation of any gas in the event Customer fails to provide such documentation upon Company's written request.

4. Customer warrants that all gas delivered to Company for transportation hereunder shall be of a merchantable quality and shall conform to the quality requirements set forth in the tariff of FGT as filed with and approved by the Federal Energy Regulatory Commission.

ARTICLE V

QUANTITY

1. Customer and Company agree that as of the Effective Date of this Agreement, the initial maximum annual contract quantity of gas ("MACQ") that Company is obligated to deliver to Customer under this Agreement in any contract year is:

Alexander Orr- Water Treatment Plant
6800 S.W. 87th Avenue
Miami, FL 33173
Account # 211-0756225-011
Account # 211-0756239-011
4,200,000 therms

Hialeah Lime Recalcination Facility
700 W. 2nd Avenue
Hialeah, FL 33010
Account # 211-0754412-011
3,300,000 therms

South District Wastewater Treatment Plant
8950 S.W. 232nd Street
Miami, FL 33170
Account # 211-0786676-001
400,000 therms

2. Company may, from time to time, make deliveries to Customer in excess of the above stated MACQs. However, if Customer desires to increase the MACQ for any facility, Customer will provide Company with a written request. Within ninety (90) days of the date of such request, Company shall provide Customer with proposed terms and conditions under which Company will be willing to increase MACQ. Such terms shall include, but not be limited to,

Customer's willingness to pay, if necessary, an appropriate contribution to the cost of construction of additional facilities.

3. Customer hereby agrees to tender for transportation on Company's systems, during each annual period, a volume of gas equal to or greater than the minimum annual volume of 1,250,000 therms per year.

4. The maximum daily contract quantity of gas ("MDCQ") Customer may have delivered to Company at the Points of Receipt, in the aggregate, for transportation by Company hereunder shall be 24,500 therms. During the Term of this Agreement, Customer may increase the MDCQ and/or the maximum deliveries designated herein for each Point of Receipt only with the prior consent of Company, and only upon such prior notice as Company may require under the circumstances.

ARTICLE VI PARAMETERS OF SERVICE

1. Company does not warrant that transportation service will be available hereunder at all times and under all conditions.

ARTICLE VII RATES AND CHARGES FOR SERVICE

1. For the Term of this Agreement, Customer shall pay Company each month the following transportation charges for services rendered under this Agreement. The rates set forth below are subject to the tax and other adjustment terms of Company's Tariff, as applicable to the Customer.

<u>Facility</u>	<u>Rate per Therm</u>	<u>MACQ</u>
Alexander Orr Water Treatment Plant	\$ 0.010	4,200,000

Hialeah Water Treatment	\$ 0.030	3,300,000
South District Wastewater Treatment Plant	\$0.030	400,000

2. There shall be no charge for each therm transported to each facility in excess of MACQ as set forth in Paragraph 1 of this Article in any contract year, provided that any transportation service in excess of the MACQ figures set forth above in any contract year do not require Company to construct additional facilities to provide such service to Customer. The terms and conditions with respect to any increase in the initial MACQ and construction of associated additional facilities are subject to the terms of Paragraph 2 of Article V of this Agreement.

ARTICLE VIII

MEASUREMENT

1. Company agrees to install and maintain facilities necessary to deliver and accurately measure the gas to Customer at the Points of Delivery.

2. Quantities of gas delivered to Company's distribution system at the Points of Receipt for the account of Customer shall be measured by FGT. All charges billed to Customer hereunder shall be based on the measurements made at the Points of Delivery. Measurement shall include temperature-correcting devices installed and maintained by Company to ensure proper billing of gas, corrected to 60 degrees Fahrenheit, at no cost to Customer.

3. Customer may, with the prior written consent of Company, which shall not be unreasonably withheld, and at no cost to Company, install check-measuring devices at the Points of Delivery.

ARTICLE IX

FULL REQUIREMENTS

1. It is understood and agreed that Company's rendering of gas transportation service under the terms and conditions of this Agreement is in consideration of Customer's agreement to utilize exclusively such services for all pipeline-transported natural gas consumed at Customer's facilities as listed in Article V herein, from the Effective Date hereof and during the Term of this Agreement and any renewals thereof. Accordingly, Customer agrees that Customer will not, for the Term of this Agreement, and any renewals thereof, displace any service provided under this Agreement with service from any third party. However, nothing herein shall prohibit Customer from extracting and consuming landfill gas at Customer's facilities.

ARTICLE X

FACILITIES

1. All facilities required to provide service under this Agreement shall be designed, constructed, installed, operated, maintained, and owned by Company.

ARTICLE XI

NOMINATIONS AND NOTICE

1. Customer, or its agent supplier, shall make all nominations of service (advice regarding the next month's anticipated consumption) on Company's system hereunder on the appropriate form provided by Company. Customer, or its agent, shall submit any new nomination for service a minimum of ten (10) working days prior to the commencement of the transportation service and shall submit a request for a change to an existing nomination a minimum of three (3) working days prior to the date the change is to become effective.

2. Customer or its agent, not Company, shall be responsible for making all transportation agreements and nominations to all third parties upstream of Company's Points of

Receipt. Customer may use a broker for this purpose. If Customer utilizes a broker to make such transportation arrangements and nominations on the interstate system upstream of Company's system, Customer shall identify the broker initially and upon a change.

3. All nominations and adjustments to nominations shall be directed to:

Mr. Ernie Brake
Manager of Gas Operations
AGL Resources
10 Peachtree Place NE, Suite 800
Atlanta, GA 30309
Office: 404-584-4161
Cell: 404-379-3929

Any service inquiries or correspondence regarding the administration of nominations shall be directed to:

Mr. Ed C. Delgado, RCGC
Major Accounts Executive
Florida City Gas
955 E. 25th Street
Hialeah, FL 33013
Cell: 786-218-0861
Fax: 305-691-7335

OR

Mr. Joe Hoyt
Senior Accounts Executive
AGL Resources
Ten Peachtree Place
Atlanta, GA 30309
Office: 404-584-3118
Cell: 404-217-8928

4. All payments shall be directed to:

Florida City Gas
Location 1190
P.O. Box 5720
Atlanta, GA 31107-0720

5. To the extent any form of notice, other than notice related to nominations or administration of nominations, must be provided to either Party, notice should be sent to the following persons:

For Miami-Dade Water and Sewer Department:

Mr. Tom Segars, Superintendent
Water Production Division
P. O. Box 110006
Hialeah, FL 33011
Phone: (305) 520-4721
Fax: (305) 889-0156

For Florida City Gas:

Mr. Ed C. Delgado, RCGC
Major Accounts Executive
Florida City Gas
955 E. 25th Street
Hialeah, FL 33013
Cell: 786-218-0861
Fax: 305-691-7335

With a copy to:

General Counsel
AGL Resources
Ten Peachtree Place
Atlanta, GA 30309

ARTICLE XII

FORCE MAJEURE

1. Neither Company, nor Customer or its agents, shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God; strikes; lockouts; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of rules and people; civil disturbances; explosions; temporary failure of gas supply; temporary failure of

firm transportation arrangements; the binding order of any court or governmental authority, which has been resisted in good faith by all reasonable legal means; acts of third parties; or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party, and which by the exercise of due diligence such Party is unable to prevent or overcome.

2. Such cause or contingencies affecting the performance by Company, Third Party Supplier, or Customer, however, shall not relieve Company or Customer of liability in the event of its concurrent negligence, or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered. In any event, the liability of Customer for damages shall be limited as provided in Section 768.28, Florida Statutes.

ARTICLE XIII

MISCELLANEOUS

1. The captions in this Agreement are for the convenience of the Parties in identification of the provisions hereof and shall not constitute a part of the Agreement, nor be considered interpretive thereof.

2. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; provided, however, neither Party may make an assignment hereunder without having first obtained the prior written consent of the other Party. Such consent shall not be unreasonably withheld. If either Party does not provide such consent within sixty (60) days after receipt of the other Party's notification of assignment, failure to reply shall be deemed as consent. Any notification of assignment or consent to assignment shall be made by registered mail and provided to the individuals identified in Paragraph 5 of Article XI of this Agreement.

3. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any civil action arising out of this Agreement shall be Miami-Dade County, Florida, unless otherwise provided by the Tariff.

4. This Agreement shall be subject to all of the rules and regulations of any duly constituted federal or state regulatory authorities having jurisdiction hereof. Company and Customer shall comply at all times with applicable federal, state, municipal, and other laws, ordinances, and regulations.

5. This Agreement contains the entire understanding of the Parties with respect to the matters contained herein and may be modified only in writing duly executed by authorized representatives of the Parties.

6. UNLESS EXPRESSLY SET FORTH HEREIN OR IN THE TARIFF, EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS (INCLUDING, WITHOUT LIMITATION, COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

7. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

In witness whereof, MIAMI-DADE COUNTY and PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, by and through their duly authorized officers, have executed this Agreement as of the date first written above.

(SEAL)

PIVOTAL UTILITY HOLDINGS, INC.
D/B/A FLORIDA CITY GAS

By: _____

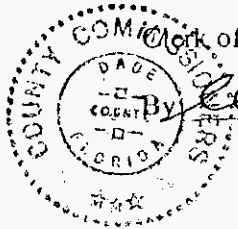
By: _____
Deputy Clerk

ATTEST:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

Harvey Ruvin

By its Board of County Commissioners



Clerk of the Board:

[Signature]
Deputy Clerk 8/28/08

By: *[Signature]*

Approved as to form and
Legal sufficiency.

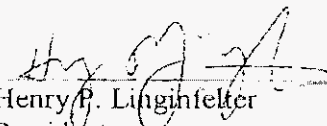
By: *Sarah Elavette Dausb*
Assistant County Attorney

In witness whereof, MIAMI-DADE COUNTY and PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, by and through their duly authorized officers, have executed this Agreement as of the date first written above.

(SEAL)

PIVOTAL UTILITY HOLDINGS, INC.
D/B/A FLORIDA CITY GAS

By: _____
Deputy Clerk

By: 
Henry P. Linginfelter
President

ATTEST:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

Harvey Ruvim

By its Board of County Commissioners

Clerk of the Board:

By: _____
Deputy Clerk

By: _____

Approved as to form and
Legal sufficiency.

By: _____
Assistant County Attorney

EXECUTION COPY

First Amendment to
Natural Gas Transportation Service Agreement
Between
Florida City Gas
And Miami-Dade County

This First Amendment ("Amendment") is effective as of this 30th day of June, 2008 by and between Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG") and Miami-Dade County ("Customer").

WHEREAS, FCG (formerly known as NUI Corporation, represented by City Gas Company of Florida) and Customer entered into the Natural Gas Transportation Service Agreement on October 29, 1998 (the "Agreement");

WHEREAS, the Effective Date of the Agreement is July 1, 1998;

WHEREAS, the Term, as defined in the Agreement, was initially set to expire on June 30, 2008; and

WHEREAS, the parties desire to extend the Term as set forth below.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein, FCG and Customer agree as follows:

1. The parties are currently negotiating a renewal of the Agreement (the "New Contract"). Pursuant to the terms of the New Contract, such contract shall not become effective until the date that the Florida Public Service Commission ("Commission") approves and makes the New Contract effective (the "Effective Date"). Further, if the New Contract is not approved and made effective by the Commission subject to terms and conditions satisfactory to the parties within one hundred eighty (180) days from the date the New Contract is entered into by the parties, the New Contract shall not become effective.
2. To avoid a gap in service between the expiration of the Agreement and the Effective Date of the New Contract and, if necessary, to allow the parties additional time to negotiate a new agreement in the event the New Contract does not become effective, the parties hereby agree to extend the Term of the Agreement on a month-to-month basis effective as of July 1, 2008, until the earlier of: (a) the Effective Date of the New Contract; or (b) thirty (30) days following written notice from either Party of its election to terminate the Agreement.

EXECUTION COPY

3. If the New Contract does not become effective and negotiations are terminated, the Parties will agree to terminate the Agreement.
4. All other provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

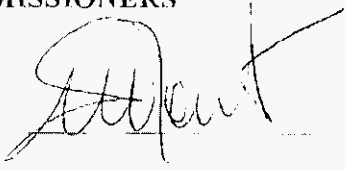
The parties have executed this Amendment by the signatures of their respective authorized representatives on the date set forth below.

**PIVOTAL UTILITY HOLDINGS,
INC. D/B/A FLORIDA CITY GAS:**

MIAMI-DADE COUNTY:

**BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____

By:  _____

Print Name:

Print Name:

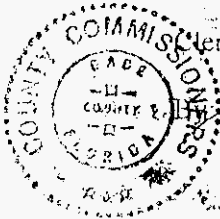
Title:

Title:

ATTEST:

Harvey Ruvin

Clerk of the Board:




Deputy Clerk 8/28/08

Approved as to form and
Legal sufficiency.

By: Sandra Egan-Davis
Assistant County Attorney

6

EXECUTION COPY

3. If the New Contract does not become effective and negotiations are terminated, the Parties will agree to terminate the Agreement.

4. All other provisions of the Agreement shall remain in full force and effect.

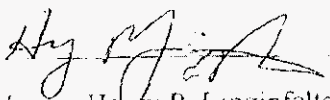
5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

The parties have executed this Amendment by the signatures of their respective authorized representatives on the date set forth below.

**PIVOTAL UTILITY HOLDINGS,
INC. D/B/A FLORIDA CITY GAS:**

MIAMI-DADE COUNTY:

**BY ITS BOARD OF COUNTY
COMMISSIONERS**

By:  _____

By: _____

Print Name: Henry P. Lunginfeller

Print Name:

Title: President

Title:

ATTEST:

Harvey Ruvin

Clerk of the Board:

By: _____
Deputy Clerk

Approved as to form and
Legal sufficiency.

By: _____
Assistant County Attorney



Carlos Alvarez, Mayor

miamidade.gov

November 18, 2009

Mr. Henry P. Linginfelter
President
AGL Resources
Ten Peachtree Place
Atlanta, GA 30309

Re: October 2009 Invoices

<u>Account #</u>	<u>Invoice #</u>	<u>Amount</u>
211-0754412-011	200911-2636-AR531	\$ 6,202.82
211-0756225-011	200910-2559-AR531	\$ 2,221.81
211-0756239-011	200910-4560-AR531	\$ 250.14
211-0786676-001	200910-2562-AR531	\$ 00.00

Dear Mr. Linginfelter,

As you should be aware, Miami-Dade County through the Miami-Dade Water and Sewer Department ("Department") intends to file with the Florida Public Service Commission ("FPSC") a Petition for Approval of Special Gas Transportation Service Agreement ("Agreement") that was executed by you on behalf of Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG") and approved by the Board of County Commissioners and executed by the Mayor of Miami-Dade County. Although the County believes that the Agreement is exempt from FPSC jurisdiction, the County will request FPSC approval as a special contract in accordance with FPSC rules and the terms of the Agreement unless FCG agrees to resubmit the original petition.

Several weeks ago, the County submitted a draft of the petition to counsel for FCG and proposed that FCG join the County in filing the petition with the FPSC. However, to date the County has not received any response.

While you consider our proposal, the County will pay Florida City Gas the charges that the parties agreed to in the executed Agreement and deposit the difference between such charges and the charges recently levied by FCG into an escrow account pending FPSC issuance of an order addressing the Petition.

Please note that FCG is prohibited from terminating transportation service to the County under section 10 subsection (6)(d) of Florida City Gas Tariff (sheet 15) which states that

Mr. Henry P. Linginfelter
Page 2

FCG is not authorized to terminate service to a customer for "failure to pay for a different class of service."

Please advise by November 30th, 2009 whether FCG will resubmit the original petition to the FPSC or will join the County in filing its petition. In either event, we hope to amicably continue our longstanding business relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Renfrow", with a long horizontal flourish extending to the right.

John W. Renfrow, P.E.
Director

c: Joseph A. Ruiz, Jr.
Jack Langer
Matthew Feil, Esq.

Attachments

INVOICE for the Month of October 2009

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 200911-2636-AR531
 Invoice Date: 11/09/2009
 Customer Number: 2110754412011
 Due Date: 11/29/2009
 Rate: GS-1250K
 Location: 382

MIAMI DADE WATER SEWER
 ACCOUNTS PAYABLE
 C/O MIAMI DADE & WATER DEPT
 P.O. BOX 330316
 MIAMI FL 33233

Service Address:
 700 W 2ND AVE (LA)
 HIALEAH

AMOUNT DUE: \$ 35,436.44

\$
 Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3648

Account Number: 2110754412011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	\$00.00
2		Demand Rate	9,476.00	THM	0.23900	-2,244.56
3		Margin Rate	206,760.80	THM	0.00000	-0,000.00
4		SCOR Rate	206,760.80	THM	0.00000	0.00
5		CRA Rate	206,760.80	THM	0.01039	2,148.24

SUBTOTAL:

OVERDUKE INVOICE 200908-2402-AR531

35,436.44
 5,043.24
\$ 6,202.82 ✓

TOTAL AMOUNT DUE :

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
 MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
 Pressure Factor 10

Miami Dade Water & Sewer Dept.
Water Production Division

EW101-730102-772020-WS73022-16002
 11-12-09 CR

INTERCONN = 206,760 THERMS
 WASDLINE PLANT = 205,943 THERMS

Florida City Gas - Gas Volume Worksheet

11/08/2009 Gas Volume Worksheet for MIAMI DADE WATER
 Billing Month: 10/1/2009

Acct.No.: 2110754412011
 Rate Schedule: GS-1250K

Day	Usage (In MCF)		Usage (In DTH)	
	Total Measured	BTU Factor	Total Measured	
01	577.0	1.062	612.774	
02	579.0	1.062	614.888	
03	621.0	1.062	659.502	
04	634.0	1.062	673.308	
05	666.0	1.062	708.23	
06	681.0	1.062	723.222	
07	603.0	1.062	634.188	
08	634.0	1.062	673.308	
09	626.0	1.062	663.75	
10	634.0	1.062	673.308	
11	623.0	1.062	661.626	
12	633.0	1.062	672.246	
13	632.0	1.062	671.184	
14	636.0	1.062	674.37	
15	649.0	1.062	688.238	
16	647.0	1.062	686.914	
17	637.0	1.062	676.294	
18	658.0	1.062	698.588	
19	650.0	1.062	690.3	
20	664.0	1.062	704.548	
21	653.0	1.062	693.488	
22	650.0	1.062	690.3	
23	651.0	1.062	691.362	
24	646.0	1.062	684.99	
25	651.0	1.062	691.362	
26	650.0	1.062	690.3	
27	653.0	1.062	693.488	
28	664.0	1.062	704.548	
29	667.0	1.062	707.734	
30	666.0	1.062	706.872	
31	678.0	1.062	720.036	
	19,489.0		20,876.08	

MONTHLY BALANCING

Total Volume In CCF: 194,890.0
 Average BTU Factor: 1.062

Total Volume In Therms: 208,760.8

INVOICE for the Month of October 2009

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 200911-2637-AR531
 Invoice Date: 11/09/2009
 Customer Number: 2110756225011
 Due Date: 11/29/2009
 Rate: GS-1250K
 Location: 362

ALEXANDER ORR JR WTR TRMT
 P.O BOX 330316 ATT. ACCTS. PA
 MIAMI FL 33233

Service Address:
 6800 SW 87TH AVE (LP)
 MIAMI

AMOUNT DUE: \$ 33,198.22

\$ _____
 Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3648

Account Number: 2110756225011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	-500.00
2		Demand Rate	11,170.00	THM	0.28900	3,228.49
3		Margin Rate	222,181.00	THM	0.00000	27,151.63
4		KCCR Rate	222,181.00	THM	0.00000	0.00
5		CRA Rate	222,181.00	THM	0.01039	2,300.44

SUBTOTAL:

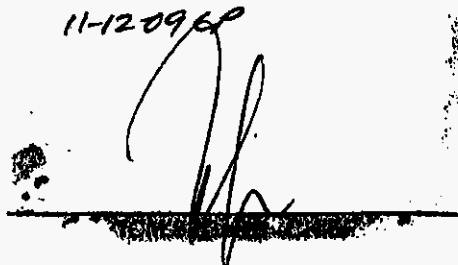
\$ 2,221.81 ✓
~~33,198.22~~

TOTAL AMOUNT DUE:

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
 MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
 Pressure Factor 10

**Miami-Dade Water & Sewer Dept.
 Water Production Division**

EW 101-730102-722020-4573013-16001
 11-12-09 LP



INTERCONN = 222,180 THERMS
 WASD LINE PLANT = 217,243 THERMS

Florida City Gas - Gas Volume Worksheet

11/06/2009 Gas Volume Worksheet for ALEXANDER ORR
 Billing Month: 10/1/2009

Acct.No.: 2110756225011
 Rate Schedule: GS-1250K

Day	Usage (in MCF)		Usage (in DTH)	
	Total Measured	BTU Factor	Total Measured	
01	0.0	1.062	0	
02	0.0	1.062	0	
03	0.0	1.062	0	
04	0.0	1.062	0	
05	184.0	1.062	195.408	
06	861.0	1.062	914.382	
07	776.0	1.062	829.05	
08	172.0	1.062	182.884	
09	668.0	1.062	709.216	
10	808.0	1.062	858.088	
11	805.0	1.062	854.91	
12	813.0	1.062	863.406	
13	846.0	1.062	897.39	
14	849.0	1.062	901.638	
15	869.0	1.062	922.878	
16	857.0	1.062	910.134	
17	867.0	1.062	920.764	
18	876.0	1.062	930.312	
19	886.0	1.062	940.832	
20	887.0	1.062	941.894	
21	890.0	1.062	946.18	
22	881.0	1.062	935.622	
23	857.0	1.062	910.134	
24	892.0	1.062	947.304	
25	833.0	1.062	884.846	
26	869.0	1.062	922.878	
27	772.0	1.062	819.864	
28	633.0	1.062	672.246	
29	660.0	1.062	700.92	
30	841.0	1.062	893.142	
31	871.0	1.062	925.002	
	20,921.0		22,218.10	

MONTHLY BALANCING

Total Volume in CCF: 209,210.0
 Average BTU Factor: 1.062

Total Volume in Therms: 222,181.0

INVOICE for the Month of October 2009

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 200911-2638-AR531
 Invoice Date: 11/09/2009
 Customer Number: 2110756239011
 Due Date: 11/29/2009
 Rate: GS-1250K
 Location: 362

ALEXANDER ORR WTR PLANT
 Accounts Payable
 P.O. BOX 330316
 MIAMI FL 33233

Service Address:
 6800 SW 87TH AVE (Gen.)
 MIAMI

AMOUNT DUE: \$ 6,309.54

\$ _____
 Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 6720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # _____
 Account # _____

Billing Inquiries:
 Telephone: 305/836-3648

Account Number: 2110756239011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	500.00
2		Demand Rate	3,076.00	THM	0.26900	828.44
3		Margin Rate	25,014.30	THM	0.00000	3,001.72
4		ECGR Rate	25,014.30	THM	0.00000	0.00
5		CRA Rate	25,014.30	THM	0.01039	259.30

SUBTOTAL:

OVERDUE INVOICE 200908-2404-AR531
 OVERDUE INVOICE 200702-0074-AR531

4,799.46
 -1,262.33
 3,537.13
\$250.14

TOTAL AMOUNT DUE :

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
 MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
 Pressure Factor 10

**Miami-Dade Water & Sewer Dept.
 Water Production Division**

EW101-730106-722020-WS13011-16001
 11-12-09 CP

INTERCONN = 85,016 THERMS
 WABD GAS READINGS = 21,240 THERMS

Florida City Gas - Gas Volume Worksheet

11/08/200: Gas Volume Worksheet for ALEXANDER ORR
 Billing Month: 10/1/2008

Acct.No.: 2110756239011
 Rate Schedule: GS-1250K

Day	Usage (in MCF)		Usage (in DTH)	
	Total Measured	BTU Factor	Total Measured	
01	65.7	1.062	69.773	
02	65.7	1.062	69.773	
03	65.7	1.062	69.773	
04	65.7	1.062	69.773	
05	95.6	1.062	101.527	
06	125.0	1.062	132.75	
07	70.0	1.062	74.34	
08	82.0	1.062	87.084	
09	99.0	1.062	105.138	
10	98.0	1.062	104.076	
11	34.0	1.062	36.108	
12	76.0	1.062	80.712	
13	78.0	1.062	82.836	
14	42.0	1.062	44.604	
15	85.0	1.062	90.27	
16	111.0	1.062	117.882	
17	47.0	1.062	49.914	
18	67.0	1.062	71.154	
19	98.0	1.062	104.076	
20	72.0	1.062	76.464	
21	81.0	1.062	86.022	
22	70.0	1.062	74.34	
23	42.0	1.062	44.604	
24	59.0	1.062	62.658	
25	56.0	1.062	59.472	
26	86.0	1.062	91.332	
27	119.0	1.062	126.378	
28	66.0	1.062	70.092	
29	90.0	1.062	95.58	
30	102.0	1.062	108.324	
31	42.0	1.062	44.604	
	2,355.4		2,501.43	

MONTHLY BALANCING

Total Volume In CCF: 23,554.0
 Average BTU Factor: 1.062

Total Volume In Therms: 25,014.3 ✓

INVOICE for the Month of October 2009

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 200911-2640-AR53I
 Invoice Date: 11/09/2009
 Customer Number: 2110786676001
 Due Date: 11/29/2009
 Rate: GS-1250K
 Location: 362

WASA/BLACK POINT
 C/O MIAMI DADE WATER & SEWER DEPART
 ATTN. ACCOUNTS PAYABLE
 P.O. BOX 330316
 MIAMI FL 33233

Service Address:
 8950 SW 232ND ST
 MIAMI

CREDIT AMOUNT: (\$ 1,313.98)

\$ _____
 Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:
 By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3648

Account Number: 2110786676001
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	300.00
2		Demand Rate	1,786.00	TDM	0.28900	516.157
3		Margin Rate	0.00	TDM	0.12225	0.00
4		ECCR Rate	0.00	TDM	0.00000	0.00
5		CRA Rate	0.00	TDM	0.01039	0.00

SUBTOTAL:

CREDIT 200910-2562-AR53I

~~1,313.98~~
 1,313.98
 \$ 0.00

TOTAL AMOUNT DUE :

~~1,313.98~~

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
 MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
 Pressure Factor 10

Florida City Gas - Gas Volume Worksheet

11/08/200: Gas Volume Worksheet for WASA BLACK POINT
 Billing Month: 10/1/2009

Acct.No.: 2110786878001
 Rate Schedule: GS-1250K

Day	Usage (in MCF)		BTU Factor	Usage (in DTH)	
	Total Measured			Total Measured	
01	0.0		1.062	0	
02	0.0		1.062	0	
03	0.0		1.062	0	
04	0.0		1.062	0	
05	0.0		1.062	0	
06	0.0		1.062	0	
07	0.0		1.062	0	
08	0.0		1.062	0	
09	0.0		1.062	0	
10	0.0		1.062	0	
11	0.0		1.062	0	
12	0.0		1.062	0	
13	0.0		1.062	0	
14	0.0		1.062	0	
15	0.0		1.062	0	
16	0.0		1.062	0	
17	0.0		1.062	0	
18	0.0		1.062	0	
19	0.0		1.062	0	
20	0.0		1.062	0	
21	0.0		1.062	0	
22	0.0		1.062	0	
23	0.0		1.062	0	
24	0.0		1.062	0	
25	0.0		1.062	0	
26	0.0		1.062	0	
27	0.0		1.062	0	
28	0.0		1.062	0	
29	0.0		1.062	0	
30	0.0		1.062	0	
31	0.0		1.062	0	
0.0		0.00			

MONTHLY BALANCING

Total Volume in CCF:	0.0	Total Volume in Therms:	0.0
Average BTU Factor:	1.062		



December 20, 2010

Mr. Henry P. Linginfelter
President
AGL Resources
Ten Peachtree Place
Atlanta, GA 30309

Re: November 2010 Invoices

<u>Account #</u>	<u>Invoice #</u>	<u>Amount Paid</u>	<u>Amount Segregated</u>
211-0754412-011	201012-32331	\$ 7,000.35	\$ 24,318.41
211-0756225-011	201012-32332	\$ 2,364.04	\$ 30,202.04
211-0756239-011	2010012-32333	\$ 627.73	\$ 8,348.47
211-0786676-001	201012-32335	\$ 00.00	\$ 1,071.64

Dear Mr. Linginfelter,

Miami-Dade County through the Miami-Dade Water and Sewer Department ("Department") has filed with the Florida Public Service Commission ("FPSC") a Petition for Approval of Special Gas Transportation Service Agreement ("Agreement") that was executed by you on behalf of Pivotal Utility Holdings, Inc. d/b/a Florida City Gas ("FCG") and approved by the Board of County Commissioners and executed by the Mayor of Miami-Dade County. The FPSC docket number is 090539-GU.

Pending FPSC issuance of an order addressing the Petition, the County will pay Florida City Gas the charges that the parties agreed to in the executed Agreement and deposit the difference between such charges and the charges recently levied by FCG into a segregated account.

Please note that FCG is prohibited from terminating transportation service to the County under section 10 subsection (6)(d) of Florida City Gas Tariff (sheet 15) which states that FCG is not authorized to terminate service to a customer for "failure to pay for a different class of service.

Sincerely,


John W. Renfrow, P.E.
Director

Cc: Joseph A. Ruiz, Jr.
Floyd Self, Esq.

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32331
 Invoice Date: 12/07/2010
 Customer Number: 2110754412011
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

MIAMI DADE WATER SEWER
 ACCOUNTS PAYABLE
 P.O. BOX 330318
 MIAMI FL 33233

Service Address: (LP)
 700 W 2ND AVE
 HIALEAH

AMOUNT DUE: \$ 335,265.58

Please Return This Portion With Your Payment

Amount Remitted

Please Remit To:

By Check:
 Florida City Gas
 Location 1100
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110754412011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Description	Quantity	Unit	Rate	Amount
TRANSPORTATION SERVICE					
1	Service Charge	0.00	EA	0.00000	0.00
2	Demand Rate	7,337.00	TWH	0.00000	7,337.00
3	Margin Rate	333,344.90	TWH	0.00000	333,344.90
4	SOGR Rate	333,344.90	TWH	0.00000	0.00
5	ORA Rate	333,344.90	TWH	0.00000	0.00
6	Late Pay Charge	0.00	EA	0.00000	0.00
SUBTOTAL:					335,265.58

X \$0.03 = \$7,000.35

OVERDUE INVOICE 201013-30006	21,476.39
OVERDUE INVOICE 201010-27800	20,432.74
OVERDUE INVOICE 201009-28160	6,275.03
OVERDUE INVOICE 201008-22686	24,560.33
OVERDUE INVOICE 201007-20003	33,787.13
OVERDUE INVOICE 201006-17333	26,505.06
OVERDUE INVOICE 201005-14705	33,712.63
OVERDUE INVOICE 201004-13035	22,178.02
OVERDUE INVOICE 201003-09340	19,490.39
OVERDUE INVOICE 201002-07305	22,097.30
OVERDUE INVOICE 201001-05003	20,932.16
OVERDUE INVOICE 200912-2710-AN231	

RECEIVED

Miami Dade Water & Sewer Dept.
 2010 DEC 8 - 030 0102 Water Production Division

EW101-70012-22000-W593022-16002

INTERCONN = 239,345 THRU
 WASH LINE PLANT = 220,940 @ 1.055 = 233,092
 THRU

12/15/10

Docket No. 090539-GU
 Exhibit (MW-4)
 MDWASD Billing Letters
 Page 12 of 27

TOM SEGARS - CHIEF

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32331
 Invoice Date: 12/07/2010
 Customer Number: 2110754412011
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

MIAMI DADE WATER SEWER
 ACCOUNTS PAYABLE
 P.O.BOX 330316
 MIAMI FL 33233

Service Address:
 700 W 2ND AVE
 HIALEAH

AMOUNT DUE: \$ 335,265.59

\$
 Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110754412011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	500.00
2		Demand Rate	7,932.00	THM	0.28900	2,292.35
3		Margin Rate	233,344.90	THM	0.12225	28,526.41
4		ECCR Rate	233,344.90	THM	0.00000	0.00
5		CRA Rate	233,344.90	THM	0.00000	0.00
6		Late Pay Charge	0.00	EA	0.00000	4,463.92
SUBTOTAL:						31,318.76
		OVERDUE INVOICE 201011-30006				34,476.96
		OVERDUE INVOICE 201010-27508				20,431.34
		OVERDUE INVOICE 201009-25168				6,275.35
		OVERDUE INVOICE 201008-22686				24,560.32
		OVERDUE INVOICE 201007-20902				23,788.13
		OVERDUE INVOICE 201006-17339				24,966.06
		OVERDUE INVOICE 201005-14785				23,791.62
		OVERDUE INVOICE 201004-12025				22,876.82
		OVERDUE INVOICE 201003-09548				19,496.39
		OVERDUE INVOICE 201002-07305				22,897.38
		OVERDUE INVOICE 201001-05081				23,932.36
		OVERDUE INVOICE 200912-2714-AR531				22,728.65

RECEIVED

2010 DEC -8 PM 12:12

MIAMI DADE WATER SEWER DEPT

INVOICE

Bill To:

MIAMI DADE WATER DEPT

ACCOUNT PAYABLE

Page: 2

Invoice No: 201012-32331

Invoice Date: 12/07/2010

2

201012-32331

12/07/2010

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
		OVERDUE INVOICE 200911-2436-ARS31				24,171.49
		OVERDUE INVOICE 200908-2402-ARS31				5,062.13
TOTAL AMOUNT DUE :						335,265.53

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
 MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
 Pressure Factor 10

RECEIVED
 2010 DEC -8 PM 12:10
 MIAMI DADE WATER DEPT

Florida City Gas - Gas Volume Worksheet

12/07/2011 Gas Volume Worksheet for MIAMI DADE WATER
 Billing Month: 11/1/2010

Acct.No.: 2110754412011
 Rate Schedule: GS-1260K

Day	Usage (In MCF)		Usage (In DTH)	
	Total Measured	BTU Factor	Total Measured	
01	709.0	1.055	747.905	
02	713.0	1.055	762.215	
03	718.0	1.055	767.49	
04	714.0	1.055	753.27	
05	733.0	1.055	773.315	
06	763.0	1.055	804.965	
07	728.0	1.055	765.93	
08	712.0	1.055	751.18	
09	733.0	1.055	773.315	
10	743.0	1.055	783.965	
11	735.0	1.055	775.425	
12	735.0	1.055	775.425	
13	739.0	1.055	779.645	
14	741.0	1.055	781.755	
15	745.0	1.055	785.975	
16	752.0	1.055	793.36	
17	740.0	1.055	780.7	
18	739.0	1.055	779.645	
19	712.0	1.055	751.18	
20	745.0	1.055	787.03	
21	766.0	1.055	807.58	
22	753.0	1.055	784.415	
23	665.0	1.055	704.74	
24	719.0	1.055	758.645	
25	783.0	1.055	824.965	
26	762.0	1.055	803.91	
27	760.0	1.055	801.8	
28	762.0	1.055	803.91	
29	763.0	1.055	804.965	
30	764.0	1.055	806.02	
	22,180.0		23,344.9	

MONTHLY BALANCING

Total Volume in CCF: 221,180.0
 Average BTU Factor: 1.055

Total Volume in Therms: 233,344.9

RECEIVED
 MIAMI DADE
 WATER & SUEWATER DEPT
 2010 DEC -8 PM 12:17

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 939 EAST 26TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32332
 Invoice Date: 12/07/2010
 Customer Number: 2110756225011
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

ALEXANDER ORR JR WTR TRMT
 ACCOUNTS PAYABLE
 P.O BOX 330316
 MIAMI-FL 33233

Service Address:
 6800 SW 87TH AVE (CP)
 MIAMI

AMOUNT DUE: \$ 439,582.77

Please Return This Portion With Your Payment

Amount Remitted

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110756225011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UCM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	0.00
2		Demand Rate	30,833.00	CU	0.30000	9,249.90
3		Margin Rate	236,401.40	TRM	0.13333	31,520.66
4		SCCR Rate	236,401.40	TRM	0.00000	0.00
5		CMA Rate	236,401.40	TRM	0.00000	0.00
6		Late Pay Charge	0.00	EA	0.00000	0.00
SUBTOTAL						42,770.56

Handwritten: $2,364.04$ (circled)

OVERDUE INVOICE 201011-30007	12,386.00
OVERDUE INVOICE 201010-27609	29,861.72
OVERDUE INVOICE 201009-25169	30,839.00
OVERDUE INVOICE 201008-23667	7,677.86
OVERDUE INVOICE 201007-20903	17,125.61
OVERDUE INVOICE 201006-17340	30,279.73
OVERDUE INVOICE 201005-14786	24,645.83
OVERDUE INVOICE 201004-12036	39,491.40
OVERDUE INVOICE 201003-09549	25,022.37
OVERDUE INVOICE 201002-07306	30,276.88
OVERDUE INVOICE 201001-05892	30,298.16
OVERDUE INVOICE 200912-2715-AM33	42,387.81

RECEIVED

Miami-Dade Water & Sewer Dept.
 Water Production Division

21 21 10 8-0000
 2010 DEC - 8 PM 12:12
 EWM101-730102-722020-W573013-16001

WASD Line Plant = 224,200 CCF x 1.056 = 236,531
 INTERCONN = 236,403 THERMS

Docket No. 090539-GU
 Exhibit (MW-4)
 MDWASD Billing Letters
 Page 16 of 27

TOM SEGARS - CHIEF

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32332
 Invoice Date: 12/07/2010
 Customer Number: 2110756225011
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

ALEXANDER ORR JR WTR TRMT
 ACCOUNTS PAYABLE
 P.O BOX 330316
 MIAMI FL 33233

Service Address:
 6800 SW 87TH AVE
 MIAMI

AMOUNT DUE: \$ 439,582.77

Please Return This Portion With Your Payment

Amount Remitted

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110756225011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	500.00
2		Demand Rate	10,933.00	TRM	0.26900	3,159.64
3		Margin Rate	236,404.40	TRM	0.12225	28,900.44
4		ECCR Rate	236,404.40	TRM	0.00000	0.00
5		CRA Rate	236,404.40	TRM	0.00000	0.00
6		Late Pay Charge	0.00	EA	0.00000	9,499.62
SUBTOTAL:						32,566.08
		OVERDUE INVOICE 201011-30007				43,364.40
		OVERDUE INVOICE 201010-37509				29,961.32
		OVERDUE INVOICE 201009-35169				38,239.30
		OVERDUE INVOICE 201008-22687				7,677.06
		OVERDUE INVOICE 201007-30003				37,218.41
		OVERDUE INVOICE 201006-17340				20,519.75
		OVERDUE INVOICE 201005-14766				24,675.83
		OVERDUE INVOICE 201004-12026				39,100.40
		OVERDUE INVOICE 201003-09549				33,023.37
		OVERDUE INVOICE 201002-07306				36,274.66
		OVERDUE INVOICE 201001-05082				33,299.96
		OVERDUE INVOICE 200912-2715-AR531				29,267.96

RECEIVED

2010 DEC -8 PM 12:12

METER & METER
 PLANT TAGE

INVOICE

Bill To:

ALEXANDER ORR JR WTR TRMT
ACCOUNTS PAYABLE

Page:

2

Invoice No:

201012-32332

Invoice Date:

12/07/2010

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
		OVERDUE INVOICE 200911-2637-AR931				50,976.43

TOTAL AMOUNT DUE:

439,588.77

PLEASE ENCLOSE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
Reserve Factor 10

RECEIVED

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WATER & SEWER DEPT
ACCOUNTING

Florida City Gas - Gas Volume Worksheet

12/07/2011 Gas Volume Worksheet for ALEXANDER ORR
 Billing Month: 11/1/2010

Acct.No.: 2110756226011
 Rate Schedule: GS-1250K

Day	Usage (in MCF)		Usage (in DTH)	
	Total Measured	BTU Factor	Total Measured	
01	763.0	1.055	804.955	
02	697.0	1.055	735.335	
03	708.0	1.055	746.94	
04	732.0	1.055	772.26	
05	737.0	1.055	777.635	
06	787.0	1.055	830.185	
07	753.0	1.055	794.415	
08	744.0	1.055	784.82	
09	737.0	1.055	777.635	
10	669.0	1.055	705.795	
11	671.0	1.055	707.905	
12	697.0	1.055	735.335	
13	708.0	1.055	746.94	
14	735.0	1.055	775.425	
15	778.0	1.055	820.79	
16	817.0	1.055	861.935	
17	805.0	1.055	849.275	
18	764.0	1.055	806.02	
19	774.0	1.055	816.57	
20	768.0	1.055	810.24	
21	763.0	1.055	804.955	
22	770.0	1.055	812.35	
23	749.0	1.055	790.195	
24	772.0	1.055	814.48	
25	767.0	1.055	808.185	
26	731.0	1.055	771.265	
27	715.0	1.055	754.325	
28	779.0	1.055	821.845	
29	757.0	1.055	798.835	
30	781.0	1.055	823.955	
	22,406.0		23,640.44	

MONTHLY BALANCING

Total Volume in CCF: 224,080.0
 Average BTU Factor: 1.055

Total Volume in Therms: 235,404.4

RECEIVED

2010 DEC - 8 PM 12: 12

MAIL ROOM
 AFTER 5:00 PM
 ACCOUNTS RECEIVABLE

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32333
 Invoice Date: 12/07/2010
 Customer Number: 2110756230011
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

ALEXANDER ORR WTR PLANT
 ACCOUNTS PAYABLE
 P.O. BOX 330318
 MIAMI FL 33233

Service Address:
 6800 SW 87TH AVE
 MIAMI

AMOUNT DUE: \$ 91,177.28

Please Return This Portion With Your Payment

Amount Remitted

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110756230011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1280K

Line	Date of Service	Description	Quantity	UOM	R Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	0.00
2		Demand Rate	3,734.00	WHM	0.00000	0.00
3		Margin Rate	69,773.90	TWH	0.00000	0.00
4		BCCR Rate	69,773.90	TWH	0.00000	0.00
5		CRA Rate	69,773.90	TWH	0.00000	0.00
6		Late Pay Charge	0.00	EA	0.00000	0.00

[Handwritten signature]
 \$627.73

SUBTOTAL:

OVERDUE INVOICE 201011-30000	8,495.00
OVERDUE INVOICE 201010-27510	7,321.70
OVERDUE INVOICE 201009-25170	9,859.50
OVERDUE INVOICE 201008-22680	7,807.23
OVERDUE INVOICE 201007-20004	7,373.00
OVERDUE INVOICE 201006-17363	6,930.18
OVERDUE INVOICE 201005-14787	8,671.75
OVERDUE INVOICE 201004-12027	6,647.19
OVERDUE INVOICE 201003-09560	6,008.27
OVERDUE INVOICE 201002-07107	6,703.31
OVERDUE INVOICE 201001-05003	6,185.33
OVERDUE INVOICE 200912-2716-AN511	6,277.73

RECEIVED Miami-Dade Water & Sewer Dept
 Water Treatment Division

2010 DEC - 8 PM 12:12

WASD GAS READINGS = 58,380 CFY x 1.055 = 62,646 THERMS
 INTERCONN = 62,774 THERMS

EDW101-730106-730106-4257001-16001
 12/15/10 CP

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32333
 Invoice Date: 12/07/2010
 Customer Number: 2110756239011
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

ALEXANDER ORR WTR PLANT
 ACCOUNTS PAYABLE
 P.O. BOX 330316
 MIAMI FL 33233

Service Address:
 6800 SW 87TH AVE
 MIAMI

AMOUNT DUE: \$ 91,177.28

\$ Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110756239011
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	800.00
2		Demand Rate	2,772.50	TEN	0.30000	802.25
3		Margin Rate	62,772.50	TEN	0.12225	7,673.96
4		ECCR Rate	62,772.50	TEN	0.00000	0.00
5		CMA Rate	62,772.50	TEN	0.00000	0.00
6		Late Pay Charge	0.00	EA	0.00000	1,489.25
SUBTOTAL:						10,695.45
		OVERDUE INVOICE 201011-30008				6,495.44
		OVERDUE INVOICE 201010-27510				7,211.33
		OVERDUE INVOICE 201009-25170				9,058.05
		OVERDUE INVOICE 201008-22600				7,667.13
		OVERDUE INVOICE 201007-20004				7,223.09
		OVERDUE INVOICE 201006-17341				4,358.18
		OVERDUE INVOICE 201005-14787				8,696.75
		OVERDUE INVOICE 201004-12027				6,847.19
		OVERDUE INVOICE 201003-09550				6,306.37
		OVERDUE INVOICE 201002-07307				4,743.41
		OVERDUE INVOICE 201001-05003				4,388.33
		OVERDUE INVOICE 200912-2715-AR33X				4,056.17

6,976.20

RECEIVED

2010 DEC - 8 PM 12:11

MAH JANE
 WATER & POWER DEPT

INVOICE

Bill To:

ALEXANDER ORN MTR PLANT

ACCOUNTS PAYABLE

Page: 2

Invoice No: 201012-32333

Invoice Date: 12/07/2010

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
		OVERDUE INVOICE 200911-2632-AR531				4,456.72
		OVERDUE INVOICE 200906-2404-AR531				1,263.93
		OVERDUE INVOICE 200702-6074-AR531				339.75
TOTAL AMOUNT DUE:						91,177.38

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
 MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
 Pressure Factor 10

RECEIVED
 2010 DEC -8 PM 12:11
 ALEXANDER ORN MTR PLANT
 ACCOUNTS PAYABLE

Florida City Gas - Gas Volume Worksheet

12/07/2010 Gas Volume Worksheet for ALEXANDER ORR
 Billing Month: 11/1/2010

Acct.No.: 2110756239011
 Rate Schedule: GS-1250K

Day	Usage (in MCF)		Usage (in DTH)	
	Total Measured	BTU Factor	Total Measured	
01	133.0	1.055	140.315	
02	192.0	1.055	202.56	
03	212.0	1.055	223.66	
04	168.0	1.055	177.24	
05	174.0	1.055	183.57	
06	158.0	1.055	166.89	
07	191.0	1.055	201.505	
08	199.0	1.055	209.945	
09	215.0	1.055	226.825	
10	155.0	1.055	163.525	
11	187.0	1.055	197.285	
12	219.0	1.055	231.045	
13	184.0	1.055	194.12	
14	217.0	1.055	228.935	
15	211.0	1.055	222.605	
16	236.0	1.055	248.98	
17	241.0	1.055	254.255	
18	164.0	1.055	173.02	
19	158.0	1.055	166.89	
20	174.0	1.055	183.57	
21	201.0	1.055	212.055	
22	195.0	1.055	205.725	
23	211.0	1.055	222.605	
24	207.0	1.055	218.385	
25	213.0	1.055	224.715	
26	250.0	1.055	263.75	
27	225.0	1.055	237.375	
28	238.0	1.055	248.98	
29	221.0	1.055	233.155	
30	203.0	1.055	214.165	
	5,950.0		6,277.25	

MONTHLY BALANCING

Total Volume in CCF: 59,500.0 Total Volume in Therms: 62,772.5
 Average BTU Factor: 1.055

RECEIVED
 2010 DEC -8 PM 12:12
 WATER & POWER DEPT
 MIAMI

INVOICE for the Month of November 2010

FLORIDA CITY GAS
MAJOR ACCOUNTS INVOICE
833 EAST 25TH STREET
HIALEAH, FL 33013

Page: 1
Invoice No: 201012-32335
Invoice Date: 12/07/2010
Customer Number: 2110788878001
Due Date: 12/27/2010
Rate: GS-1250K
Location: 362

WASA/BLACK POINT
ACCOUNTS PAYABLE
P.O. BOX 330316
MIAMI FL 33233

Service Address:
8950 SW 232ND ST
MIAMI

AMOUNT DUE: \$ 13,865.89

Please Return This Portion With Your Payment

Amount Received

Please Remit To:

By Check:
Florida City Gas
Location 1190
P.O. Box 5720
Atlanta GA 31107-0720

By Wire:
Florida City Gas
Wachovia Bank Atlanta GA
ABA # [REDACTED]
Account # [REDACTED]

MIAMI WASTE- WASO
VIRGINIA KEY PLANT
ADMINISTRATION
DEC - 8 PM 3:10

Billing Inquiries:
Telephone: 305/835-3834

Account Number: 2110788878001
Gas Supplier: Interconn Resources Inc
Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	1.00	EA	0.00000	0.00
2		Demand Rate	1,375.00	TWH	0.00000	0.00
3		Margin Rate	0.00	TWH	0.12225	0.00
4		SOCA Rate	0.00	TWH	0.00000	0.00
5		GMA Rate	0.00	TWH	0.00000	0.00
6		Late Pay Charge	1.00	EA	0.00000	0.00
SUBTOTAL:						0.00

OVERDUE INVOICE 201011-30010	1,334.67
OVERDUE INVOICE 201010-27913	1,206.00
OVERDUE INVOICE 201009-25172	1,209.11
OVERDUE INVOICE 201008-23490	1,171.78
OVERDUE INVOICE 201007-20806	1,127.72
OVERDUE INVOICE 201006-17543	1,127.00
OVERDUE INVOICE 201005-14709	1,124.67
OVERDUE INVOICE 201004-12023	1,024.00
OVERDUE INVOICE 201003-09553	886.25
OVERDUE INVOICE 201002-07309	722.00
OVERDUE INVOICE 201001-05083	702.00

RECEIVED

2010 DEC - 8 PM 12:11

Docket No. 090539-GU
Exhibit (MW-4)
MDWASD Billing Letters
Page 24 of 27

As per agreement, zero consumption, therefore no payment due -
Rich. Long

INVOICE for the Month of November 2010

FLORIDA CITY GAS
 MAJOR ACCOUNTS INVOICE
 933 EAST 25TH STREET
 HIALEAH, FL 33013

Page: 1
 Invoice No: 201012-32335
 Invoice Date: 12/07/2010
 Customer Number: 2110786676001
 Due Date: 12/27/2010
 Rate: GS-1250K
 Location: 362

WASA/BLACK POINT
 ACCOUNTS PAYABLE
 P.O. BOX 330316
 MIAMI FL 33233

Service Address:
 8950 SW 232ND ST
 MIAMI

AMOUNT DUE: \$ 13,865.69

\$
 Amount Remitted

Please Return This Portion With Your Payment

Please Remit To:

By Check:
 Florida City Gas
 Location 1190
 P.O. Box 5720
 Atlanta GA 31107-0720

By Wire:
 Florida City Gas
 Wachovia Bank Atlanta GA
 ABA # [REDACTED]
 Account # [REDACTED]

Billing Inquiries:
 Telephone: 305/835-3634

Account Number: 2110786676001
 Gas Supplier: Interconn Resources Inc
 Rate: GS-1250K

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
TRANSPORTATION SERVICE						
1		Service Charge	0.00	EA	0.00000	500.00
2		Demand Rate	1,978.00	TRM	0.28900	571.64
3		Margin Rate	0.00	TRM	0.12225	0.00
4		ECCR Rate	0.00	TRM	0.00000	0.00
5		CRA Rate	0.00	TRM	0.00000	0.00
6		Late Pay Charge	0.00	EA	0.00000	170.98
SUBTOTAL:						1,242.62
		OVERDUE INVOICE 201011-30010				1,224.52
		OVERDUE INVOICE 201010-27512				1,206.68
		OVERDUE INVOICE 201009-25172				1,189.11
		OVERDUE INVOICE 201008-22690				1,171.78
		OVERDUE INVOICE 201007-20006				1,154.72
		OVERDUE INVOICE 201006-17343				1,137.68
		OVERDUE INVOICE 201005-14789				1,122.67
		OVERDUE INVOICE 201004-12029				1,014.00
		OVERDUE INVOICE 201003-09552				986.25
		OVERDUE INVOICE 201002-07309				1,711.80
		OVERDUE INVOICE 201001-05085				769.66

RECEIVED

2010 DEC -8 PM 12:12

Docket No. 090539-GU
 Exhibit (MW-4)
 MDWASD Billing Letters
 Page 25 of 27

INVOICE

Bill To:

MARA/BLACK POINT

ACCOUNTS PAYABLE

Page:

2

Invoice No:

201012-32335

Invoice Date:

12/07/2010

Line	Date of Service	Description	Quantity	UOM	@ Rate	Amount
------	-----------------	-------------	----------	-----	--------	--------

TOTAL AMOUNT DUE :

13,865.69

PLEASE INCLUDE YOUR CUSTOMER NUMBER ON YOUR REMITTANCE TO ENSURE PROPER CREDIT.
MAKE CHECKS PAYABLE TO "FLORIDA CITY GAS"
Pressure Factor 10

RECEIVED

2010 DEC -8 PM 12:13

FILED
2010 DEC 8 PM 12:13
MDWASD

Florida City Gas - Gas Volume Worksheet

12/07/2011 Gas Volume Worksheet for WASA BLACK POINT
 Billing Month: 11/1/2010

Acct.No.: 2110788676001
 Rate Schedule: GS-1250K

Day	Usage (in MCF)		Usage (in DTH)	
	Total Measured	BTU Factor	Total Measured	
01	0.0	1.055	0	
02	0.0	1.055	0	
03	0.0	1.055	0	
04	0.0	1.055	0	
05	0.0	1.055	0	
06	0.0	1.055	0	
07	0.0	1.055	0	
08	0.0	1.055	0	
09	0.0	1.055	0	
10	0.0	1.055	0	
11	0.0	1.055	0	
12	0.0	1.055	0	
13	0.0	1.055	0	
14	0.0	1.055	0	
15	0.0	1.055	0	
16	0.0	1.055	0	
17	0.0	1.055	0	
18	0.0	1.055	0	
19	0.0	1.055	0	
20	0.0	1.055	0	
21	0.0	1.055	0	
22	0.0	1.055	0	
23	0.0	1.055	0	
24	0.0	1.055	0	
25	0.0	1.055	0	
26	0.0	1.055	0	
27	0.0	1.055	0	
28	0.0	1.055	0	
29	0.0	1.055	0	
30	0.0	1.055	0	
0.0			0.00	

MONTHLY BALANCING

Total Volume in CCF: 0.0 Total Volume in Therms: 0.0
 Average BTU Factor: 1.055

RECEIVED
 2010 DEC -8 PM 12:13
 WASHINGTON
 AFTER 5:30 PM
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