



Spire Alabama Inc.
605 Richard Arrington Jr. Blvd. N
Birmingham, AL 35203

June 4, 2020



Mr. Walter Thomas
Secretary
Alabama Public Service Commission
RSA Union Building, Suite 950
100 North Union Street
Montgomery, Alabama 36130

RE: Petition of Spire Gulf Inc., formerly Mobile Gas Service Corporation, to modify the Alabama Public Service Commission's Report and Order in Docket 22367 as of May 4, 1992 to revoke Authorization for the Guaranty

Dear Mr. Thomas:

Enclosed for filing is an original and ten copies of the above-referenced petition. For our records, please date and return to us one copy of the enclosed filing. We are also sending a copy of this filing to the Office of Attorney General today.

Thank you for your assistance.

Yours very truly,

A handwritten signature in blue ink, appearing to read "K. Rogers", written over a faint circular stamp.

Kyle Rogers
Vice President - External Affairs

Enclosures

cc: Mr. Darrell Baker
Mr. Donald Powell
Ms. Olivia Martin, Esq.
Ms. Tina Hammonds, Esq.
Mr. Zack Wilson, Esq.

BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION

In the Matter of the Application of	)	
	)	
BAY GAS STORAGE, LTD., an Alabama	)	Docket No. 22367
	)	
Limited Partnership, Petitioner	)	

PETITION OF SPIRE GULF INC., FORMERLY MOBILE GAS SERVICE CORPORATION, TO MODIFY THE COMMISSION’S REPORT AND ORDER OF MAY 4, 1992 SO AS TO REVOKE AUTHORIZATION FOR THE GUARANTY

The petitioner, Spire Gulf Inc. (“Spire Gulf”), formerly known as Mobile Gas Service Corporation (“Mobile Gas”), is a local gas distribution company, providing gas utility service in Mobile County, Alabama and surrounding areas. Mobile Gas was acquired by Spire Inc. in September 2016. In this proceeding, Mobile Gas seeks to have the Commission revoke authority for a Guaranty made in 1992 by Mobile Gas in favor of Olin Corporation (“Olin”), as will be set forth more fully below and, in accordance therewith, enter an order revoking authorization for this Guaranty and to make any other findings or holdings that the Commission deems appropriate. Mobile Gas contends that, because of changed ownership and circumstances, that Guaranty is no longer appropriate and no longer serves the public interest or the customers of Mobile Gas subject to the jurisdiction of this Commission.

HISTORICAL BACKGROUND: THE BAY GAS JOINT VENTURE

1. In 1991 and 1992, Mobile Gas formed a joint venture with Olin, called Bay Gas Storage Company, Ltd. (“Bay Gas”)¹, to construct and operate a gas storage facility and pipeline in McIntosh, Alabama. Mobile Gas owned an 87.5% general partner interest in Bay Gas through its subsidiary, MGS Storage Services, Inc (“MGS Storage”). Olin, as the owner of required land

¹ Effective November 21, 2019, the new owners of Bay Gas converted Bay Gas from an Alabama limited partnership into a Delaware limited liability company, and it is now Bay Gas Storage Company, LLC, a Delaware limited liability company.

rights, held the remaining 12.5% limited partner interest. From the start, Mobile Gas operated the Bay Gas storage facility.

2. The Bay Gas storage facility was developed to increase the reliability of the gas supply to the businesses and residents of the Mobile region, in response to the extremely cold winter experienced along the Gulf Coast during 1989-1990 winter, when temperatures in Mobile on December 22 and 23, 1989 bottomed out at 9°F. Bay Gas was designed to increase reliability for the customers of Mobile Gas, by storing natural gas in salt caverns located in McIntosh and piping that gas to Mobile for distribution to Mobile Gas customers.

3. When Bay Gas was first placed into service, Bay Gas operated a single cavern with a working capacity of 2.6 billion cubic feet (Bcf) and Mobile Gas as its anchor tenant leasing 0.8 Bcf. Initially, Mobile Gas subscribed for about 31% of the total available space and 75% of the total contracted storage.²

4. In connection with the creation of Bay Gas, Mobile Gas entered into a Guaranty dated January 14, 1992 (the “Guaranty”), under which Mobile Gas guaranteed to Olin the payment of certain fees due to Olin by Bay Gas under a Cavity Development & Storage Agreement (the “Development Agreement”). Appropriate approval of the Guaranty from the Commission was sought as required under Alabama Code § 37-4-7. A true copy of that Guaranty is attached hereto as Exhibit A.

5. On May 4, 1992, this Commission issued a Report and Order granting a Certificate of Public Convenience and Necessity for the construction and operation of the Bay Gas storage facilities. A true copy of that Report and Order is attached hereto as Exhibit B. As the Report and Order reflect, Olin Corporation attended the public hearing.

² At in-service, Bay Gas had only one other customer, Alabama Electric Cooperative, who subscribed for 0.26Bcf of storage capacity.

6. As part of the Report and Order, this Commission specifically acknowledged and approved the Mobile Gas Guaranty. The Commission also ordered that “jurisdiction is hereby retained for any further order or orders as may be appropriate.”

7. The Guaranty was appropriate when it was executed, because (1) Mobile Gas was effectively the general partner of Bay Gas, indirectly owning 87.5%; (2) Mobile Gas controlled the operation of Bay Gas; (3) Mobile Gas accounted for 75% of the contracted volume of Bay Gas; and (4) as the general partner and operator, Mobile Gas could ensure that Bay Gas specifically benefited the customers of Mobile Gas located in Mobile and Baldwin Counties and that those customers would be protected from liabilities arising out of the operation of Bay Gas.

**SUBSEQUENT EVENTS: EXPANSION OF BAY GAS AND SALE OF MOBILE GAS
SEPARATE FROM BAY GAS**

8. Today, Mobile Gas continues to contract for the same 0.8Bcf of storage space as it has from the start. But now, Bay Gas has grown nearly ten-fold, with multiple caverns in operation and a working capacity of 20.4 Bcf. Mobile Gas now represents only 3.9% of the total available space.

9. Through a corporate restructuring in 1998, Mobile Gas became a wholly owned subsidiary of a new holding company, EnergySouth Inc. (“EnergySouth”). Through a related restructuring two years later, MGS Storage, the owner of the Bay Gas general partner interest, was moved out from underneath Mobile Gas and became a separate independent subsidiary of EnergySouth.

10. In 2008, EnergySouth was acquired by Sempra U.S. Gas & Power LLC, a subsidiary of Sempra Energy (“Sempra”). Sempra continued to operate both Mobile Gas and Bay Gas.

11. In 2016, Sempra sold EnergySouth to Spire Inc. (the “Mobile Gas Acquisition”). Significantly, that sale **did not include the general partnership interest in Bay Gas**. Instead, Sempra retained that interest and continued to operate Bay Gas. Olin continued as the limited partner. Spire was not aware of the Guaranty at the time of the Mobile Gas Acquisition. Moreover, as Sempra has recently acknowledged to Spire, Sempra **did not disclose the existence of the Guaranty** at the time of the sale.

12. On or about February 7, 2019, Sempra and Olin coordinated and consummated the sale of Bay Gas to Enstor Gas LLC (“Enstor”), an affiliate of ArcLight Capital Partners, in a two-step transaction. First, Sempra caused MGS Storage (since renamed Sempra Midstream, Inc.) to acquire Olin’s remaining 9.1% interest in Bay Gas. MGS Storage then held 100% of Bay Gas. Immediately thereafter, Sempra sold MGS Storage³ to Enstor, effectively selling Bay Gas to Enstor. Olin received \$20 million for its 9.1% interest. Upon information and belief, Bay Gas was valued in total at approximately \$220 million and Sempra received about \$200 million for its general partner interest.

13. Sempra contacted Spire in the days leading up to the sale of Bay Gas, in order to seek termination of a related agreement. Even at this time, Sempra did not initially disclose the existence of the Guaranty. Nevertheless, Spire discovered the existence of the Guaranty **for the first time on February 5, 2019, just two days before Sempra and Olin chose to consummate the sale to Enstor**.

14. Furthermore, upon information and belief, neither Sempra nor Olin disclosed the status of the Guaranty to the Commission in proceedings relating to the sale of Bay Gas to Enstor.

³ Effective November 21, 2019, Sempra Midstream, Inc. f/k/a MGS Storage Services, Inc. was reorganized into a Delaware limited liability company and renamed Enstor Mercury Midstream, LLC.

15. Neither Spire Inc. nor Spire Gulf f/k/a Mobile Gas, at any time since the Mobile Gas Acquisition, had any ownership interest in, or operational control of, Bay Gas. Despite this, Olin and Semptra contend that Spire Gulf is legally obligated on the Guaranty which was never disclosed by Semptra and, thus unknown by Spire, until well after the Mobile Gas Acquisition.

16. The Guaranty is a guaranty of payment by Bay Gas of certain fees due to Olin under the Development Agreement. Upon information and belief, Bay Gas has always timely made the required payments in full and the Guaranty has never been called. Nevertheless, if enforceable, the Guaranty is an obligation of Spire Gulf, to the detriment of Spire Gulf and its customers.

17. If enforceable, the obligations under the Guaranty are significant. Based on information received from Olin, payments to Olin pursuant to the Development Agreement in recent years were as follows: 2016 – \$1.22 million, 2017 – \$1.25 million, and 2018 – \$1.28 million. The Development Agreement continues until 2042, and at the option of Bay Gas, may be extended until 2062. Upon information and belief, if the fees continue to grow at the same rate, the Guaranty secures a significant estimated future payment stream – \$40.5 million – and if the Development Agreement is extended – \$99.1 million.

18. If enforceable, the Guaranty creates significant risk to Spire Gulf and the businesses and residents in the Mobile region. Unlike when the Commission approved the Guaranty in 1992, Spire Gulf no longer owns any interest in Bay Gas, no longer controls the operation of the facility, and no longer constitutes a significant customer of Bay Gas, without which Bay Gas would not be commercially viable. These contingent obligations create a significant risk to Spire and its customers in Alabama, and that risk is not offset by any benefit to Spire or its customers, inasmuch as Spire has no ownership interest or operating participation in the Bay Gas joint venture, and Spire's customers derive no benefit from the joint venture or the Guaranty.

AUTHORITY OF THE COMMISSION TO GRANT THE REQUESTED RELIEF

19. This Commission, of course, has general supervisory jurisdiction over the operation of public utilities in Alabama. Ala. Code § 37-1-32. Moreover, by statute, utilities are prohibited from issuing a guaranty for the obligations of another entity unless specifically authorized by the Commission, which is why authorization was sought by the Commission and granted in the Report and Order. Ala. Code § 37-4-7. This Commission unquestionably has the authority to supplement, modify or amend its previous Report and Order as is being requested in this Petition. Ala. Code §§ 37-1-101 & 37-4-10.

20. This Commission recognized the appropriateness of authorizing the Guaranty at the time of the Report and Order authorizing the Bay Gas certificate of public convenience and necessity. That Report and Order, in the paragraph numbered 7 on page 4, specifically acknowledges the “Guaranty by Mobile Gas of Certain Contract Obligations of Petitioner to Olin Corporation arising under the Cavity Development and Storage Agreement, dated December 5, 1991.”

21. Moreover, in that same Report and Order, the Commission retained jurisdiction. The Report and Order provides: “IT IS FURTHER ORDERED, That jurisdiction is hereby retained for any further order or orders as may be appropriate.”

REQUEST FOR RELIEF

For all of the foregoing reasons, Petitioner asks this Commission to take jurisdiction of this matter, reopen Docket 22367, and amend and modify its Report and Order of May 4, 1992, to rescind authorization for the Mobile Gas Guaranty in favor of Olin Corporation; to enter an order finding that the Guaranty, under now existing circumstances, is contrary to the interests of the

customers and ratepayers of Spire in Alabama and to the public interest generally, and to make any other findings or holdings that the Commission deems appropriate.

Respectfully submitted this 4th day of June, 2020.



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Attorneys for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I will, on June 4, 2020, serve a copy of the foregoing upon the following:

Mr. Walter L. Thomas, Secretary – via hand delivery
Alabama Public Service Commission
100 North Union Street
Montgomery, Alabama 36130-4260

Hon. John A. Garner – via hand delivery
Alabama Public Service Commission
100 North Union Street
Montgomery, Alabama 36130-4260

Sempra U.S. Gas & Power, LLC
Corporation Service Company, Inc.
641 South Lawrence Street
Montgomery, Alabama 36104

Olin Corporation
CT Corporation System
2 North Jackson Street, Suite 605
Montgomery, Alabama 36104

Bay Gas Storage Company, Ltd.
Cogency Global, Inc.
2 North Jackson Street, Suite 605
Montgomery, Alabama 36104

Enstor Mercury Holdings, LLC
ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02116



Of Counsel

EXHIBIT A

GUARANTY

WHEREAS, Olin Corporation ("Olin"), MGS Storage Service, Inc., Mobile Gas Service Corporation ("Mobile Gas") and others have entered into that certain Bay Gas Agreement (the "Agreement") dated as of December 5, 1991; and

WHEREAS, pursuant to the Agreement, Mobile Gas ("Guarantor") has agreed to guarantee certain obligations of Bay Gas Storage Company, Ltd. (the "Obligor").

NOW, THEREFORE, in consideration of the premises and of Olin entering into and performing under the Agreement, and in view of the substantial benefit to Guarantor from such arrangement, Guarantor hereby unconditionally guarantees the due and punctual payment to Olin of all Service Fees, as such are defined in the Cavity Development and Storage Agreement made of even date herewith by and between Olin and the Obligor, when due and payable by the Obligor to Olin (the foregoing being referred to herein as the "Liabilities").

In the event of any extensions or renewals of any of the Liabilities, or any part thereof, or any other modification in any of the terms of the Liabilities, or any part thereof, in any manner which may be acceptable to Olin, with or without notice to Guarantor, this guaranty shall, and is hereby made to, extend to and cover such extended, renewed or modified Liabilities, on whatever terms and conditions the same may be extended, renewed or modified, and without regard to the number of times or the manner in which the same may have been or shall be extended, renewed or modified.

Guarantor further agrees to pay any and all of the Liabilities upon demand at any time after maturity thereof, and that Olin will not be required first to resort to the Obligor, but in case of default in the payment of any of the Liabilities Olin may forthwith look to Guarantor for payment under the provisions hereof.

The obligations of Guarantor hereunder are absolute, unconditional, present and continuing guaranties of payment and not collectibility and shall not be discharged, impaired, modified or otherwise affected by (a) the unenforceability, non-existence, invalidity or non-perfection of any of the Liabilities, or any renewal instrument or agreement with respect thereto; (b) any understanding or agreement that any other person, firm or corporation was or is to execute this agreement or any other document evidencing, guaranteeing or securing the Liabilities, or any part thereof; (c) Olin's resort or failure or refusal to resort to any other security or remedy for the collection of the Liabilities, or any part thereof; (d) the sale, exchange, release or surrender of any collateral or other security for the Liabilities, or any part thereof; (e) any modification, amendment, supplement or change in the status or terms of any of the Liabilities or any collateral or other security for the Liabilities, or any part thereof; (f) any default by the Obligor in payment of any of the Liabilities; (g) any compromise, settlement, release, discharge, termination, waiver or extension of time for payment, performance or observance of, any obligation of any Obligor with respect to any of the Liabilities; (h) any exercise or non-exercise of any right, remedy, power or privilege of Olin with respect to any of the Liabilities; (i) any failure, omission, delay or lack of diligence on the part of Olin to enforce, assert or exercise any such right, power, privilege or remedy; or (j) any other event, circumstance or condition, whether or not Guarantor shall have notice or knowledge thereof.

It shall not be necessary for Olin to give Guarantor notice of or to obtain consent or approval of Guarantor in connection with (a) any renewal or extension of or other modification with respect to the Liabilities, or any part thereof; (b) any of the matters described in clauses (a) through (i) of the preceding paragraph; or (c) Olin's acceptance of and reliance on this agreement. The terms hereof shall inure to the benefit of the successors and assigns of Olin and shall be binding upon Guarantor and its successors and assigns. Guarantor hereby waives notice of acceptance, notice of default, demand, protest or notice of protest to which it might otherwise be entitled hereunder or under the Agreement.

Neither any failure nor any delay on the part of Olin in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this agreement shall be effective unless in writing and signed by a duly authorized officer of Olin, and then the same shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in the same, similar or other circumstances.

No provision of this agreement can be changed, waived, discharged or terminated as to Guarantor or Olin except by an instrument in writing signed by Olin and Guarantor expressly referring to the provisions of this Guaranty.

Guarantor agrees to indemnify and hold Olin harmless against any loss or expense, including reasonable attorneys' fees and disbursements, that may result from any failure of the Obligor to pay any of the Liabilities when and as due and payable or that may be incurred by or on behalf of Olin in enforcing payment of any of the Liabilities against Guarantor or the Obligor.

This agreement shall remain in full force and effect until payment in full or satisfaction of the Liabilities to Olin.

This agreement shall be governed by, and construed in accordance with, Alabama law.

Witness the signature and seal of the undersigned on this 14th day of January, 1992.

MOBILE GAS SERVICE CORPORATION

By 

[affix corporate seal]

Its Vice President

EXHIBIT B



STATE OF ALABAMA
ALABAMA PUBLIC SERVICE COMMISSION
P. O. BOX 991
MONTGOMERY, ALABAMA 36101-0991

JIM SULLIVAN, PRESIDENT
JAN COOK, ASSOCIATE COMMISSIONER
CHARLES B. MARTIN, ASSOCIATE COMMISSIONER

RECORDED IN
MINUTE BOOK
Vol 52 Pg 504
WALLACE TIDMORE
SECRETARY

BAY GAS STORAGE COMPANY, LTD.,
an Alabama limited partnership,

PETITIONER

PETITION: For a certificate -
of public convenience and
necessity for construction
and operation of facilities
for the storage and
transportation of natural gas
in the State of Alabama

DOCKET 22367

REPORT AND ORDER

BY THE COMMISSION:

On January 27, 1992, Bay Gas Storage Company, Ltd., (hereinafter "Petitioner" or "Bay Gas") filed for a certificate of public convenience and necessity pursuant to Section 37-4-1, et. seq., Code of Alabama, 1975, for construction and operation of facilities for the storage and transportation of natural gas in the State of Alabama (the Petition). The Commission, on March 4, 1992, set the matter for hearing, and a public hearing was held on April 13, 1992. Among those present during the public hearing were representatives of the Attorney General of the State of Alabama, Southern Natural Gas Company, Alabama Gas Corporation, Olin Corporation, and Alabama Electric Cooperative. There were no intervenors.

Bay Gas is an Alabama limited partnership composed of a general partner and a limited partner. The general partner is MGS Storage Services, Inc., an Alabama corporation and a wholly-owned subsidiary of Mobile Gas Service Corporation (hereinafter "Mobile Gas"). The present limited partner is MGS Energy Services, Inc., an Alabama corporation and another wholly-owned subsidiary of Mobile Gas. MGS Storage Services, Inc. owns an 87½ percent interest in Bay Gas as its general partner, and the remaining 12½ percent interest in Bay Gas is owned by MGS Energy Services, Inc.

Olin Corporation, a Virginia corporation qualified and doing business in the State of Alabama, is intended to be substituted for MGS Energy Services, Inc. as the limited partner in Bay Gas on completion of the proposed storage facilities hereinafter described and commencement of operations of such facilities.

Bay Gas proposes to construct and operate a natural gas storage and pipeline facility, which will consist of: one or more storage caverns; an approximately 21.5 mile pipeline from the storage facility near McIntosh, Alabama, to the north end of the existing Mobile Gas distribution system at the Salco Station; compressor(s); and other necessary appurtenances located at the storage site. The cavern will be located in the McIntosh Salt Dome, which is nearly one and one-half miles in diameter and over 20,000 feet thick. The initial cavern would have an approximate volumetric capacity of three million barrels, and is designed to hold approximately 4 BCF of natural gas, approximately 2.6 BCF of which will be working gas subject to injection into and withdrawal from storage, with the balance of 1.4 BCF being base or cushion gas.

The proposed storage cavern(s) would be created by leaching a cavity in the salt formation. Upon reaching design size, the cavern(s) will be emptied of water/brine by displacement with natural gas. All salt extracted in the leaching process will be disposed of by Olin Corporation. The completion of the pipeline and other facilities is planned to coincide with the completion of the initial storage cavern which is anticipated to be in 1994.

At the public hearing, the following persons testified in support of the Petition of Bay Gas:

Mr. Wendell Cleaver, Executive Vice President of Mobile Gas and President of MGS Storage Services, Inc.;

Mr. Montgomery Mitchell, Senior Vice President of Stone & Webster Management Consultants;

Mr. Gerald Keen, Vice President of Mobile Gas and Vice President of MGS Storage Services, Inc. and

Mr. Charles Huffman, Treasurer of Mobile Gas and Treasurer of MGS Storage Services, Inc.

Messrs. Cleaver, Mitchell and Huffman also testified on behalf of Mobile Gas. Each of Messrs. Mitchell, Keen and Huffman were questioned by Commission staff.

Testimony was presented that Bay Gas has the financial and technical capability to construct and operate the proposed facilities for the storage and transportation of natural gas in the State of Alabama; that the proposed activities of Bay Gas will be beneficial to the customers of Mobile Gas in that Mobile Gas will have a more assured supply of natural gas at a reasonable cost; and that the customers of Mobile Gas will be benefited by the storage contract entered into between Bay Gas and Mobile Gas on February 26, 1992, which contract is today being approved by the Commission in separate orders, in Informal Dockets U-3400 and U-3401.

During the course of this proceeding, there were presented to the Commission the following agreements (the "Facility Agreements"):

1. Limited Partnership Agreement, between MGS' Storage Services, Inc. and MGS Energy Services, Inc., dated December 5, 1991;

2. First Amendment to Limited Partnership Agreement, between MGS Storage Services, Inc. and MGS Energy Services, Inc., dated April 6, 1992;

3. Form of Assignment of Limited Partnership Interest, which is Exhibit "D" to the Bay Gas Agreement by and among Mobile Gas, MGS Storage Services, Inc. and MGS Energy Services, Inc., dated December 4, 1991;

4. MGS Option Agreement, between Olin Corporation and MGS Storage Services, Inc., dated January 14, 1992;

5. Surface Lease, between Olin Corporation and Bay Gas, dated January 14, 1992;

6. Cavity Development and Storage Agreement, between Olin Corporation and Bay Gas, dated January 14, 1992; and

7. Guaranty by Mobile Gas of Certain Contract Obligations of Petitioner to Olin Corporation arising under the Cavity Development and Storage Agreement, dated December 5, 1991.

FINDINGS

Having considered the foregoing and the entire record in the matter, the Commission finds:

1. Notice of this matter was given in accordance with the Rules and Regulations of the Commission and with Section 37-1-1, et. seq., Code of Alabama, 1975.

2. The Petitioner has demonstrated its financial and technical capability to construct and operate the facilities for the storage and transportation of natural gas in the State of Alabama; that the activities of Bay Gas as proposed, will be beneficial to the customers of Mobile Gas in that Mobile Gas will have a firm supply of natural gas at a reasonable cost; and that the proposed activities of Bay Gas will encourage the use of Alabama resources in Alabama.

3. The existing and future public convenience and necessity require and the public interest will be served by the construction and operation by Bay Gas of the proposed facilities for storage and transportation of natural gas in Alabama.

4. The customers of Mobile Gas Service Corporation will be protected through the Gas Storage Agreement between Mobile Gas and Bay Gas from the risks associated with the operation of Bay Gas.

IT IS, THEREFORE, ORDERED, That Bay Gas Storage Company, Ltd. is hereby granted a certificate of public convenience and necessity to construct and operate facilities for the storage and transportation of natural gas, all as is more particularly described in its Petition and in the record.

IT IS FURTHER ORDERED, That the entering into the Facility Agreements by Petitioner is hereby approved.

IT IS FURTHER ORDERED, That any operating losses suffered by Bay Gas, and therefore affecting Mobile Gas as the ultimate parent company of Bay Gas, shall be borne solely by Mobile Gas' stockholders and shall not be included in any Mobile Gas rate proceeding before the Commission.

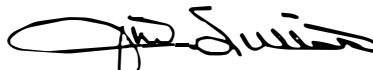
IT IS FURTHER ORDERED, That Petitioner's providing services consisting of storage and transportation of natural gas within the State of Alabama to customers within the State of Alabama desiring such storage and transportation as described in the Petition is hereby approved.

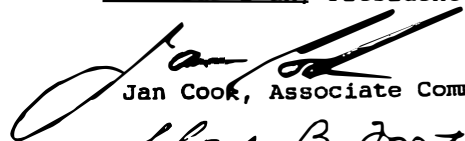
IT IS FURTHER ORDERED, That jurisdiction is hereby retained for any further order or orders as may be appropriate.

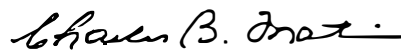
IT IS FURTHER ORDERED, That this order be effective as of the date hereof.

DONE at Montgomery, Alabama, this 4th day of May, 1992.

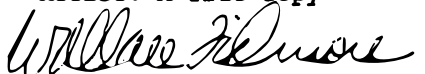
ALABAMA PUBLIC SERVICE COMMISSION


Jim Sullivan, President


Jan Cook, Associate Commissioner


Charles B. Martin, Associate Commissioner

ATTEST: A True Copy


Wallace Tidmore, Secretary