

Imhoff, Tom

From: Wood, Warren
Sent: Friday, July 25, 2003 8:06 AM
To: 'David J. Ries'
Cc: 'Tino Monaldo'; Imhoff, Tom; Russo, Jim; Morrissey, Carmen; Anson, Laura; Sommerer, David; Shemwell, Lera; Micheel, Doug
Subject: RE: Staff's Tariff Markup & Reply Letter
Attachments: tariff provisions.doc

Dave,

The attached draft incorporates some changes to the language you had expressed concerns about. We believe this language to be consistent with the affiliate transaction rule. Please note that this draft is for discussing purposes only. If you have any questions, please e-mail or call me at (573) 751-2978.

Thanks,
 Warren

-----Original Message-----

From: Wood, Warren
Sent: Tuesday, July 15, 2003 11:10 AM
To: 'David J. Ries'
Cc: 'Tino Monaldo'; Imhoff, Tom; Russo, Jim; Morrissey, Carmen; Anson, Laura; Sommerer, David; Shemwell, Lera; Micheel, Doug
Subject: Staff's Tariff Markup & Reply Letter

Dave,

Staff's reply letter and markup of the proposed MGC tariff are attached.

If you have any questions, please e-mail or call me at (573) 751-2978.

Thanks,
 Warren

FILED³
 JAN 26 2007
 Missouri Public
 Service Commission



Staff Exhibit No. 18
 Case No(s). GC-2006-049
 Date 12/13/06 Rptr MV

DRAFT for Discussion

Purposes Only

b. All Transportation Agreements entered into by Transporter with any customer shall comply with all the requirements of 4 CSR 240-40.016, including but not limited to the following provisions:

(1) The lowest transportation rate charged to a customer that does business with any affiliate of Transporter shall be the maximum rate charged to any transport customer including those not doing business with an affiliate, unless a Commission variance is obtained prior to implementation of the lower rate. Any renegotiation or other type of modification to the rates of any currently effective Transportation Agreement that does not comply with this requirement requires Transporter to file for variance in accord with 4 CSR 240-40.016(11).

(2) Transporter shall comply with all filing requirements set out in 4 CSR 240-40.016(2)(H).

(3) Transporter shall submit copies of all contracts/ Transportation Agreements entered into with customers within 30 days of execution.

(4) Rate comparisons for compliance with these provisions will be calculated assuming a 25% load factor.

(5) These provisions will be applied to the Transporter's service area and the service area of Missouri Pipeline Company as separate entities and on a separate basis.

c. If the Staff of the Commission determines that the provisions of Section 3.2(b) and Section 12(c) of the General Terms and Conditions are not effective in preventing rate discrimination to non-affiliates, after contacting Transporter, the Staff may file a notice to that effect with the Commission. As a consequence, on the date of such notice filing, said provisions will be terminated and the following provisions shall automatically and immediately replace Section 3.2(b) and Section 12(c) of the General Terms and Conditions with regard to all Transportation Agreements in

effect at the time of Staff's filing of said notice with the Commission:

The transportation rate charged to any customer that is purchasing gas from any affiliate of Transporter on the Transporter's pipeline shall be the maximum rate which may be charged to non-affiliates.

For all Transportation agreements entered into by Transporter with any affiliate of Transporter, the transportation rate charged to an affiliate shall be the maximum rate as set out in these tariffs for the applicable service unless a waiver is obtained from the Commission prior to implementation of the agreement.