

# JONES DAY

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2009 MAR -5 P 4:39

March 5, 2009

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**Re: Enogex LLC,  
Docket No. PR09-16-000:  
Errata to February 27, 2009 Revised Statement of Operating Conditions**

Dear Secretary Bose:

On February 27, 2009, Enogex LLC (“Enogex”) submitted for filing with the Federal Energy Regulatory Commission a revised Statement of Operating Conditions Applicable to Transportation Services (“SOC”) in the above-referenced proceeding. Subsequent to making the filing, Enogex discovered a typographical error in Section 4.1A of the SOC.

In order to correct this typographical error, Enogex attaches 15 copies each of a revised page 6 for insertion in the revised SOC, as filed, and a revised redline page 7 for insertion in the redlined version, as filed. Enogex requests that these pages be substituted in the SOC and the redlined copy of the SOC, as appropriate. The only change is striking the word “intrastate” in Section 4.1.A. Enogex will post this filing on its website at [www.Enogex.com](http://www.Enogex.com).

Please contact me if you have any questions regarding this errata filing.

Respectfully submitted,

**ENOGEX LLC**

By: Carolyn Y. Thompson *CYP*  
Carolyn Y. Thompson  
One of its Attorneys

Enclosure

WAI-2913844v2

firm or interruptible basis thermally equivalent quantities of such Gas for the account of Shipper to the Point(s) of Delivery up to the MDQ specified in Shipper's Contract, after deducting System Fuel from the volume received by Transporter. Transporter's obligation to receive and deliver the Gas tendered by Shipper is subject to the physical capacity and operating constraints of Transporter's System.

- 3.5 Shipper shall protect, defend, indemnify, and hold Transporter harmless from and against any and all losses, damages, or expenses of every kind and character that Shipper or Transporter may suffer, sustain, or be liable for as a result of any interruption of service pursuant to the terms and conditions hereof; provided, however, that this provision shall not apply to losses, damages, or expenses attributable to gross negligence on the part of Transporter.
- 3.6 Service hereunder shall consist of the acceptance by Transporter of Natural Gas tendered or delivered by Shipper for transportation at the Point(s) of Receipt specified in the Contract, the transportation of that Natural Gas through Transporter's System, and the delivery of equivalent quantities of Natural Gas (less any reductions permitted under the Contract or this Statement of Operating Conditions) by Transporter to Shipper or for Shipper's account at the Point(s) of Delivery specified in the Contract. Transporter shall not be required to accept any Gas tendered or delivered by Shipper in excess of the maximum daily quantity specified in the Contract.

#### **4. CURTAILMENT AND PRIORITY OF SERVICE**

- 4.1 Service hereunder on all or any portion of Transporter's System may be allocated at the first of the Month or curtailed at any time during the Month due to capacity constraints on all or any portion of Transporter's System pursuant to the following provisions:
- A. Firm Shippers shall receive first priority on a pro rata basis based on their nominations up to the MDQ set forth in their respective Firm Contracts.
  - B. Interruptible Shippers paying a higher unit rate per MMBTU shall receive a higher priority than Interruptible Shippers paying a lower unit rate. If, at the first of the Month, Transporter is required to allocate or, at any time during the Month,

maximum daily quantity specified in the Contract for each Point(s) of Receipt or Point(s) of Delivery or for the aggregate of all Point(s) of Receipt or Point(s) of Delivery.

#### 4. ACCESS, CURTAILMENT AND PRIORITY OF SERVICE

4.1 Capacity at Section 311 delivery points shall be allocated at the first of the month pursuant to these provisions:

- A. Interruptible shippers shall be awarded capacity at delivery points based on the unit rate per MMBTU with those shippers paying a higher unit rate per MMBTU (up to the maximum rate) having a higher priority. Shippers paying the same unit rate per MMBTU shall be allocated capacity on a pro rata basis. Transporter shall provide any Shipper whose service is being subordinated by this provision the right to bid for capacity through payment of a higher unit rate (up to the applicable maximum rate).
- B. Once capacity has been allocated in accordance with 4.1A, shippers will not be bumped during the month.

**4.1** 4.2 Service hereunder on all or any portion of Transporter's System may be **allocated at the first of the Month or curtailed pursuant to these provisions at any time during the Month** due to capacity constraints on all or any portion of Transporter's System. **pursuant to the following provisions:**

- A. Firm intrastate shippers **Shippers** shall receive first priority **on a pro rata basis based on their nominations up to the MDQ set forth in their respective Firm Contracts.**
- B. Interruptible Shippers paying a higher unit rate per MMBTU shall receive a higher priority than interruptible shippers **Interruptible Shippers** paying a lower unit rate. If, **at the first of the Month, Transporter is required to allocate or, at any time during the Month, Transporter is required to curtail Interruptible Shippers** because of changes in available capacity at any time, Transporter is required to