

JONES DAY

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April 1, 2009

VIA HAND DELIVERY

Honorable 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:
Rate Summary Sheet for Inclusion in Statement of Operating Conditions**

Dear Ms. Bose:

On February 27, 2009, Enogex LLC (“Enogex”) filed, in Docket No. PR09-16-000, a revised Statement of Operating Conditions Applicable to Transportation Services (“SOC”) in order to permit Enogex to implement a new firm transportation service on the Enogex Transmission System pursuant to Section 311(a)(2) of the Natural Gas Policy Act of 1978.¹ As required by the Commission’s regulations, Enogex included in the revised SOC a description as to how Enogex will engage in the new firm Section 311 transportation arrangements “including operating conditions, such as, quality standards and financial viability of shipper.”² Previously, the SOC on file had described arrangements only with respect to interruptible Section 311 transportation service. Enogex sought an effective date for the revised SOC of April 1, 2009.

Order No. 714 requires an intrastate pipeline offering Section 311 services to include a rate summary with its SOC the next time that such intrastate pipeline files to change its Section 311 rates.³ Enogex noted in the transmittal letter accompanying the SOC filing that it was not including the required rate summary. Enogex sought a temporary waiver of such requirement for good cause shown and to the extent necessary.

As good cause, Enogex explained that it intended to make a rate filing in the near future -- on or before March 31, 2009 -- but had not yet completed the filing and, accordingly, did not yet have available the rates to be shown on the rate summary sheet. Enogex stated that it

¹ 15 U.S.C. § 3371(a)(2) (2000).

² 18 C.F.R. § 284.123(e) (2008).

³ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 at P 85 (2008); *Electronic Tariff Filings*, Notice of Effectiveness of Regulations, Docket No. RM01-5-000 (Oct. 28, 2008).

would file the required rate summary sheet once the rate filing was completed and the proposed rates were known. Enogex made the rate filing on March 27, 2009.

Accordingly, Enogex herewith submits Exhibit B, the rate summary sheet, for inclusion with the revised SOC filed on February 27, 2009. Enogex also submits revised SOC pages 10 and 11 with appropriate references to Exhibit B in Sections 7.1 and 7.2. There are no other changes to the SOC. Enogex asks that the Exhibit B be placed in the SOC behind Exhibit A and that revised pages 10 and 11 sheet be substituted in the revised SOC filed with the Commission on February 27, 2009. Enogex also submits redlined pages 10 and 11 highlighting the references to Exhibit B, the only changes.

The submission of the rate summary sheet in this docket is strictly ministerial and for the sole purpose of complying with the requirement of Order No. 714 with respect to the inclusion of a rate summary sheet in the SOC. The Commission will determine if the recently filed rates are fair and equitable not in this Docket No. PR09-16-000 but rather in the docket established for the rate case filing.

Any communications or correspondence with respect to this filing should be directed to the following:

Patricia D. Horn
Vice President & General Counsel
Legal, Regulatory, Environmental
Health & Safety
Enogex LLC
MC 556
P.O. Box 24300
Oklahoma City, OK 73124

or

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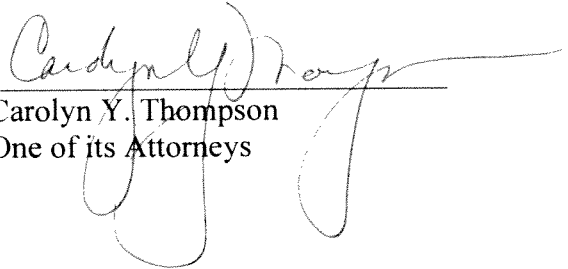
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Enogex will post a copy of this filing at www.Enogex.com, and is serving a copy of the filing on all parties that have intervened in Docket No. PR09-16-000.

Respectfully submitted,

ENOGEX LLC

By: 
Carolyn Y. Thompson
One of its Attorneys

cc: All parties
Enclosure

Exhibit B

**RATE SUMMARY FOR SECTION 311
FIRM AND INTERRUPTIBLE TRANSPORTATION SERVICE**

In accordance with Section 284.123(c) of the FERC's regulations, as revised by Order No. 714, Transporter hereby provides the following rate summary:

Maximum Rates Per MMBtu

Firm Section 311 ¹	Interruptible Section 311 ² East Zone	Interruptible Section 311 ³ West Zone
\$0.1655	\$0.523	\$0.1273

Maximum Rates Per MMBtu

Firm Section 311	Interruptible Section 311 East Zone	Interruptible Section 311 West Zone
\$0.00	\$0.00	\$0.00

¹ Effective April 1, 2009.

² Effective June 1, 2009.

³ Effective June 1, 2009.

references. If creditworthiness cannot be established based on this information, Transporter may require adequate assurances from Shipper in the form of cash prepayment or irrevocable letter of credit, in the form and amount reasonably determined by Transporter, as provided in Section 9.1(E) of the General Terms and Conditions. Transporter may also, upon written request, require Shipper at any subsequent time to supply Transporter with credit information. Transporter shall not be required to process or review Shipper's request for service until it receives such credit information.

6. TERM

- 6.1 The term for Firm or Interruptible Service hereunder shall be as set forth in the Shipper's Contract from the effective date of Shipper's Contract. In addition to any termination rights in the Contract, Transporter may also terminate an Interruptible Contract if:
- A. Shipper fails to commence transportation service thereunder within three (3) Months of the effective date of the Contract; or
 - B. Shipper fails to tender Gas to Transporter for receipt, transportation and redelivery for any period greater than one hundred eighty (180) consecutive Days.

7. RATES AND CHARGES

Shipper shall pay Transporter each Month hereunder the applicable charge for transportation services, together with such other charges as are identified herein and applicable to such transportation service.

- 7.1 The maximum rates for firm transportation service under Section 311(a)(2) of the Natural Gas Policy Act shall be the applicable maximum demand rate and the applicable maximum commodity rate approved by FERC ("Maximum Firm Rates"). See Exhibit B to this Statement of Operating Conditions. Notwithstanding the foregoing, Transportation and Shipper may negotiate a discount to the maximum demand and/or the maximum commodity rates for firm transportation service. Such discounted rate(s) may not exceed Transporter's Maximum Firm Rates, individually or in total.

- 7.2 The maximum unit transportation charge for interruptible transportation service under Section 311 shall be the applicable maximum unit rate approved by the FERC for interruptible transportation by Transporter under Section 311 (“Maximum Interruptible Rate”). *See* Exhibit B to this Statement of Operating Conditions. Notwithstanding the foregoing, Transportation and Shipper may negotiate a discount to the unit rate to be charged for interruptible transportation. Such discounted rate may not exceed Transporter’s Maximum Interruptible Rate.
- 7.3 In Transporter’s Sole Discretion and at its sole option, Transporter may provide transportation under the Applicable Regulations at a discount from Transporter’s applicable Maximum Rates. Nothing herein shall obligate or require, or be construed to obligate or require, Transporter to offer such a discount. Enogex will offer any such discounts in a non-discriminatory manner.
- 7.4 Nothing in this Section shall be construed to modify any provision of Section 4.
- 7.5 Transporter shall invoice the Shipper each Month and the Shipper shall pay all charges applicable to each Contract.
- 7.6 Transporter’s Maximum Rates for Section 311 service shall be determined pursuant to Section 284.123(b)(2) of the Applicable Regulations. Prior to approval by the FERC, Shipper shall pay and Transporter shall be entitled to collect a negotiated unit rate up to the applicable Maximum Rates for which approval from the FERC has been sought by Transporter, subject to Transporter’s obligation to make refunds pursuant to FERC regulations, if necessary.
- 7.7 Transporter reserves the right to file for higher Maximum Rates during the term of the Contract.
- 7.8 Unless otherwise provided for by Shipper’s Contract, Shipper shall reimburse Transporter, in kind, an amount equal to the FERC approved System Fuel Rate times the volumes received by Transporter.
- 7.9 Within fifteen (15) days after the date of any invoice for payment, Shipper shall reimburse Transporter for all fees, including, but not limited to, FERC or other regulatory

Redlined Pages 10 and 11

references. If creditworthiness cannot be established based on this information, Transporter may require adequate assurances from Shipper in the form of cash prepayment or irrevocable letter of credit, in the form and amount reasonably determined by Transporter, as provided in Section 9.1(E) of the General Terms and Conditions. Transporter may also, upon written request, require Shipper at any subsequent time to supply Transporter with credit information. Transporter shall not be required to process or review Shipper's request for service until it receives such credit information.

6. TERM

- 6.1 The term for Firm or Interruptible Service hereunder shall be as set forth in the Shipper's Contract from the effective date of Shipper's Contract. In addition to any termination rights in the Contract, Transporter may also terminate an Interruptible Contract if:
- A. Shipper fails to commence transportation service thereunder within three (3) Months of the effective date of the Contract; or
 - B. Shipper fails to tender Gas to Transporter for receipt, transportation and redelivery for any period greater than one hundred eighty (180) consecutive Days.

7. RATES AND CHARGES

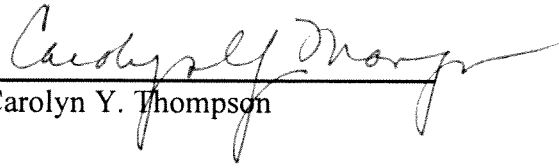
Shipper shall pay Transporter each Month hereunder the applicable charge for transportation services, together with such other charges as are identified herein and applicable to such transportation service.

- 7.1 The maximum rates for firm transportation service under Section 311(a)(2) of the Natural Gas Policy Act shall be the applicable maximum demand rate and the applicable maximum commodity rate approved by FERC ("Maximum Firm Rates"). **See Exhibit B to this Statement of Operating Conditions.** Notwithstanding the foregoing, Transportation and Shipper may negotiate a discount to the maximum demand and/or the maximum commodity rates for firm transportation service. Such discounted rate(s) may not exceed Transporter's Maximum Firm Rates, individually or in total.

- 7.2 The maximum unit transportation charge for interruptible transportation service under Section 311 shall be the applicable maximum unit rate approved by the FERC for interruptible transportation by Transporter under Section 311 (“Maximum Interruptible Rate”). **See Exhibit B to this Statement of Operating Conditions.** Notwithstanding the foregoing, Transportation and Shipper may negotiate a discount to the unit rate to be charged for interruptible transportation. Such discounted rate may not exceed Transporter’s Maximum Interruptible Rate.
- 7.3 In Transporter’s Sole Discretion and at its sole option, Transporter may provide transportation under the Applicable Regulations at a discount from Transporter’s applicable Maximum Rates. Nothing herein shall obligate or require, or be construed to obligate or require, Transporter to offer such a discount. Enogex will offer any such discounts in a non-discriminatory manner.
- 7.4 Nothing in this Section shall be construed to modify any provision of Section 4.
- 7.5 Transporter shall invoice the Shipper each Month and the Shipper shall pay all charges applicable to each Contract.
- 7.6 Transporter’s Maximum Rates for Section 311 service shall be determined pursuant to Section 284.123(b)(2) of the Applicable Regulations. Prior to approval by the FERC, Shipper shall pay and Transporter shall be entitled to collect a negotiated unit rate up to the applicable Maximum Rates for which approval from the FERC has been sought by Transporter, subject to Transporter’s obligation to make refunds pursuant to FERC regulations, if necessary.
- 7.7 Transporter reserves the right to file for higher Maximum Rates during the term of the Contract.
- 7.8 Unless otherwise provided for by Shipper’s Contract, Shipper shall reimburse Transporter, in kind, an amount equal to the FERC approved System Fuel Rate times the volumes received by Transporter.
- 7.9 Within fifteen (15) days after the date of any invoice for payment, Shipper shall reimburse Transporter for all fees, including, but not limited to, FERC or other regulatory

CERTIFICATE OF SERVICE

I hereby certify that I have this day served electronically or by U.S. Mail, first-class postage prepaid, the foregoing document on all parties to this proceeding, as listed on the official service lists compiled by the Commission Secretary.


Carolyn Y. Thompson

April 1, 2009