



June 28, 2019

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP19-

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed below for inclusion in its Third Revised Volume No. 1A FERC Gas Tariff ("Tariff"):

Section 77.1 ConocoPhillips #FT3EA000-FT1EPNG Exhibit A	Version 18.0.0
Section 77.2 ConocoPhillips #FT3EA000-FT1EPNG Exhibit A	Version 9 0.0

Proposed with an effective date of July 1, 2019, the tariff records update EPNG's Tariff to reflect a temporary receipt point redesignation on an existing transportation service agreement ("TSA") between EPNG and ConocoPhillips Company ("Conoco"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the July 1, 2019 effective date, as discussed below.

Background

On February 27, 2015, EPNG submitted a filing with multiple agreements between itself and Conoco for the Commission's review and acceptance ("February Filing"). One of the agreements included with the filing was a non-conforming negotiated rate firm agreement referred to as Agreement No. FT3EA000 (and now referred to as Agreement No. FT3EA000-FT1EPNG). Among other things, this TSA reflected the application of a negotiated rate at various primary and alternate receipt and delivery points. On March 25, 2015, the Commission issued an order accepting the February Filing with an effective date of April 1, 2015.¹

¹ *El Paso Natural Gas Co.*, Docket No. RP15-583-000 (Mar. 25, 2015) (unpublished letter order). On April 15, 2015, EPNG submitted an amendment to Agreement No. FT3EA000 to show that the negotiated rate stated therein was applicable to several alternate delivery points. That filing was accepted on April 30, 2015 in Docket No. RP15-887-000.

Reason for Filing

Pursuant to General Terms and Conditions (“GT&C”) Section 8.1(f)(iii) of EPNG’s Tariff, firm shippers may request to temporarily or permanently redesignate primary point rights to any rate zone subject to certain procedures. In the case of a temporary redesignation, a firm shipper may request to redesignate a primary point on its TSA for a period of three months or less and, in the same request, simultaneously redesignate back to the original primary point at the end of the redesignation period.² An acceptance of a redesignation request by EPNG constitutes an amendment of the TSA and an executed paper copy is unnecessary to amend the TSA as described in GT&C Section 8.1(f)(iii)(F).

Recently, Conoco submitted a request to temporarily shift capacity on Agreement No. FT3EA000-FT1EPNG from the primary receipt points of ISANDBND (PIN 48454) and ICAPITAN (PIN 301380) to IHAGERMN (PIN 49469) for the period of July 1, 2019 through July 31, 2019 as indicated on the attached tariff records.³ IHAGERMN is currently listed as an alternate receipt location at which the negotiated rate specified in the TSA applies.⁴ Conoco’s request was accepted by EPNG and, therefore, Agreement No. FT3EA000-FT1EPNG was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C. Given that Conoco’s temporary redesignation request affects a non-conforming negotiated rate agreement, EPNG is submitting updated tariff records to reflect the receipt location modification and the relevant time period. No other substantive changes to the TSA have been made.⁵

Tariff Provisions

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2018), and Part 154, Subpart C of the Commission’s regulations.

Part VII, Sections 77.1 and 77.2 are updated to reflect the capacity redesignation to the IHAGERMN receipt location for the period July 1, 2019 through July 31, 2019 for Conoco’s Agreement No. FT3EA000-FT1EPNG.

² See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

³ This temporary redesignation is similar to other receipt point redesignations applicable to Agreement No. FT3EA000-FT1EPNG, which were filed by EPNG and accepted by the Commission in Docket Nos. RP19-799-000, RP19-1183-000 and RP19-1301-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP19-1301-000 (June 25, 2019) (unpublished letter order).

⁴ IHAGERMN is included within the group of STML PER (PIN 302346) at which the negotiated rate applies.

⁵ See Appendix A for a copy of the redesignation report for Agreement No. FT3EA000-FT1EPNG. This report reflects the details regarding Conoco’s redesignation request and EPNG’s approval of such request.

Procedural Matters

Inasmuch as this filing is fully described herein, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2018) of the Commission's regulations is omitted.

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁶ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a copy of the redesignation request report for Agreement No. FT3EA000-FT1EPNG; and
- c) clean and marked versions of the tariff records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective July 1, 2019, consistent with the effective date of the redesignation request. As such, EPNG requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 (2018) of the Commission's regulations.⁷ With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record in to effect at the end of the suspension period.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
EPNGRegulatoryAffairs@kindermorgan.com

Mr. Mark A. Minich
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4416
EPNGLegalFERC@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2018)).

⁶ 18 C.F.R. §§ 154.101 - 154.603 (2018).

⁷ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

EL PASO NATURAL GAS COMPANY, L.L.C.

By: _____ /s/
Francisco Tarin
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on EPNG's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 28th day of June 2019.

/s/

Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 87127

Company Name : CONOCO PHILLIPS

Contract No : FT3EA000-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 30

Submit Date & Time : 6/19/2019 9:33:25AM

Executed Date & time : 6/20/2019 11:11:06AM

Effective Date : 07/01/2019

ReDesignation End Date : 07/31/2019

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
48454	MEDALDEL/EPNG (ISANDBND) SAND BEND	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	30,000
Re-Designation								
49469	PINNTRAN/EPNG (IHAGERMN) HAGERMAN R	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	10,000
48454	MEDALDEL/EPNG (ISANDBND) SAND BEND	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	20,000
Current								
301380	CAPITAN/EPNG (ICAPITAN) CAPITAN REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	15,000
Re-Designation								
49469	PINNTRAN/EPNG (IHAGERMN) HAGERMAN R	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	15,000
Current								
48164	DBMPL/EPNG (IRAMSEYN) RAMSEY NORTH	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	71,000
49027	DELPROC/EPNG (IZORRO) ZORRO RECEIPT	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	41,000
302381	DCP OPER/EPNG (IPHGOLDS) RES FM PHI	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	15,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	45,000
Updated TSA Entitlements*								
48164	DBMPL/EPNG (IRAMSEYN) RAMSEY NORTH	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	71,000

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
48454	MEDALDEL/EPNG (ISANDBND) SAND BEND	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	20,000
49469	PINNTRAN/EPNG (IHAGERMN) HAGERMAN R	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	10,000
49027	DELPROC/EPNG (IZORRO) ZORRO RECEIPT	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	41,000
49469	PINNTRAN/EPNG (IHAGERMN) HAGERMAN R	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	15,000
302381	DCP OPER/EPNG (IPHGOLDS) RES FM PHI	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	15,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	07/01/2019	07/31/2019	45,000

*Note: The Updated TSA Entitlements represent the TSA entitlements once the re-designations have been approved and executed. These may vary from the original request as provided by the tariff in the GT&C, Section 8.1 (f) (iii) (C). To view the final approved TSA entitlements, log into DART and select Contracts and Amendments.

CLEAN TARIFF SECTIONS

Agreement No. FT3EA000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and ConocoPhillips Company (Shipper)
 Dated: June 20, 2019

Effective Dates: July 1, 2019 – July 31, 2019

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	September	October	November	December		
IRAMSEYS	800908	DSCALEHR	301016	SS1							45,000							
IPHGOLDS	302381	DSCALEHR	301016	SS1							15,000							
IRAMSEYN	48164	DSCALEHR	301016	SS1							71,000							
ISANDBND	48454	DSCALEHR	301016	SS1							20,000							
IZORRO	49027	DSCALEHR	301016	SS1							41,000							
IHAGERMN	49469	DSCALEHR	301016	SS1							25,000							
TRANSPORTATION CONTRACT DEMAND											217,000							

Ex. A-1

Agreement No. FT3EA000-FT1EPNG

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 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and ConocoPhillips Company (Shipper)
 Dated: June 20, 2019

Effective Dates: August 1, 2019 – October 31, 2025

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	Sept	October	Nov	Dec		
IRAMSEYS	800908	DSCALEHR	301016	SS1	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000		
IPHGOLDS	302381	DSCALEHR	301016	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
IRAMSEYN	48164	DSCALEHR	301016	SS1	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000		
ISANDBND	48454	DSCALEHR	301016	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
IZORRO	49027	DSCALEHR	301016	SS1	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000		
ICAPITAN	301380	DSCALEHR	301016	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
TRANSPORTATION CONTRACT DEMAND					217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000		

Shipper's Transportation Contract Demand: See ¶ 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. FT3EA000-FT1EPNG

EXHIBIT B
 To The
 Transportation Service Agreement
 between
 El Paso Natural Gas Company, L.L.C.
 and ConocoPhillips Company (Shipper)
 Dated: June 20, 2019

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As listed in Exhibit A	July 1, 2019 – October 31, 2025	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Maximum Quantity - D-Code (dth/d)	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
STML SJN STML ANA STML PER	302347 302344 302346	All Delivery points available on the EPNG mainline system as of April 1, 2015	-	July 1, 2019 – October 31, 2025	(1a)					
STML SJN STML ANA STML PER	302347 302344 302346	TEXSYCMR SFEMIDW CHE17Z CHETAFT MOBSMID UPCHINA DESKFRNT SHLMTPS CHERACTK DESMCKIT ARCCRKSP SHLSEKN SFEKR SHLNKERN ARCOXFRD MOBNMID	332535 332525 332510 332513 332523 332537 332518 332527 332512 332519 332507 332529 332524 332528 332508 332522	July 1, 2019 – October 31, 2025	(1a)					

		B&CBORON EDICLWTR TEXMMSET MOB17Z SHL17Z TEX17Z CHEKR DESBMTN TEHCWD OXY17Z MCPHRMTP TXGRAPE LAPALOMA SUNRISE SIDEWNR PASTORIA DAGMOJ POSOCREK FORDCTYD DFAIRFLD	332509 332520 332534 332521 332526 332533 332511 332517 332532 332542 332541 332544 302144 332552 332555 332553 332569 332575 800905 800904							
STML ANA STML SJN STML PER	216823 216822 216824	SOCWR KRAMER	332531 332554	July 1, 2019 – August 8, 2019	(1a) (1c)					
STML ANA STML SJN STML PER	216823 216822 216824	SOCWR KRAMER	332531 332554	August 9, 2019 - October 31, 2025	(1a)					
STML ANA STML SJN STML PER	302347 302344 302346	DSCALEHR DSCALTOP DMOJAVE DPG&ETOP	301016 332503 332505 314604	July 1, 2019 – October 31, 2025		100,000		(1b)	-	-
STML ANA STML SJN STML PER	216823 216822 216824	IBLYTHE INORBAJA	314980 301693	July 1, 2019 – August 8, 2019	(1a) (1c)					
STML ANA STML SJN STML PER	216823 216822 216824	IBLYTHE INORBAJA	314980 301693	August 9, 2019 – October 31, 2025	(1a)					

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
 - 1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4709 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated reservation rate shall remain unchanged for the term of this Agreement.
 - 1b - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of \$0.1500 per Dekatherm shall apply to Daily Authorized Overrun quantities up to a sum total of 100,000 Dth per Day for all specified point combinations as stated in the "Maximum Quantity" column. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
 - 1c - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of \$0.0038 per Dekatherm per Day in addition to the monthly rate set forth in Footnote (1a). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

MARKED TARIFF SECTIONS

Agreement No. FT3EA000-FT1EPNG

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 To The
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 between
 El Paso Natural Gas Company, L.L.C.
 and ConocoPhillips Company (Shipper)
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Effective Dates: Julyne 15, 2019 – Julyne 310, 2019

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
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IRAMSEYS	800908	DSCALEHR	301016	SS1							45,000	45,000						
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IRAMSEYN	48164	DSCALEHR	301016	SS1							71,000	71,000						
ISANDBND	48454	DSCALEHR	301016	SS1							20,000	20,000						
IZORRO	49027	DSCALEHR	301016	SS1							41,000	41,000						
IHAGERMN	49469	DSCALEHR	301016	SS1							25,000	25,000						
TRANSPORTATION CONTRACT DEMAND											247,000	217,000						

Ex. A-1

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Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g.) Not less than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
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IRAMSEYS	800908	DSCALEHR	301016	SS1	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000		
IPHGOLDS	302381	DSCALEHR	301016	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
IRAMSEYN	48164	DSCALEHR	301016	SS1	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000		
ISANDBND	48454	DSCALEHR	301016	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
IZORRO	49027	DSCALEHR	301016	SS1	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000		
ICAPITAN	301380	DSCALEHR	301016	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
TRANSPORTATION CONTRACT DEMAND					217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000		

Shipper's Transportation Contract Demand: See ¶ 11

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

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 Dated: June 20, 2019

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As listed in Exhibit A	As listed in Exhibit A	July 15, 2019 – October 31, 2025	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Primary and Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Maximum Quantity - D-Code (dth/d)	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
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STML ANA STML SJN STML PER	216823 216822 216824	IBLYTHE INORBAJA	314980 301693	July 15, 2019 – August 8, 2019	(1a) (1c)					
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- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates, as may be changed from time to time, for service under Rate Schedule FT-1 or other superseding Rate Schedules. The reservation rate shall be payable regardless of quantities transported.
 - 1a - As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$12.4709 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated reservation rate shall remain unchanged for the term of this Agreement.
 - 1b - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of \$0.1500 per Dekatherm shall apply to Daily Authorized Overrun quantities up to a sum total of 100,000 Dth per Day for all specified point combinations as stated in the "Maximum Quantity" column. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
 - 1c - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of \$0.0038 per Dekatherm per Day in addition to the monthly rate set forth in Footnote (1a). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- 2/ Fuel and L&U shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, if applicable: Unless otherwise specified, all applicable surcharges shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.