



El Paso Natural Gas  
Company, L.L.C.  
a Kinder Morgan company

August 6, 2020

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

Attention: Ms. Kimberly D. Bose, Secretary

Re:

El Paso Natural Gas Company, L.L.C.;  
Docket No. RP20-1047-\_\_\_\_;  
Amendment to Negotiated Rate Agreement Filing

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 record listed below for inclusion in its Third Revised Volume No. 1A FERC Gas Tariff ("Tariff"). As described below, this submittal amends a recently filed tariff record in this proceeding to include previously reviewed and accepted footnotes that were inadvertently omitted.

Part VII      Section 77.2   ConocoPhillips #FT3EA000 Exhibit B      Version 23.0.0

Because this filing simply amends the pending tariff record in the manner explained further below, EPNG respectfully requests that the Commission grant a shortened comment period as it deems sufficient and appropriate.

## **Background**

On July 29, 2020 in Docket No. RP20-1047-000 ("July Filing"), EPNG submitted tariff records with a proposed August 1, 2020 effective date to reflect a temporary point redesignation on Agreement No. FT3EA000 ("Conoco TSA"), which is a non-conforming, negotiated rate agreement with Conoco.<sup>1</sup> As explained in that filing, EPNG requested a waiver of the notice requirement to permit the tariff records to become effective on August 1, 2020. On July 30, 2020, the Commission issued a notice of the filing establishing that comments are due on or before August 10, 2020. The July Filing, therefore, remains pending before the Commission in this proceeding.

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<sup>1</sup> See Part VII: Non-Conforming Agreements, Section 77 of EPNG's Tariff.

### **Reason for Filing**

Subsequent to its July Filing, EPNG became aware that certain footnotes in one of the tariff records were inadvertently omitted. Specifically, the tariff record displaying Exhibit B of the Conoco TSA did not contain the ACA footnote or footnotes 1 (including footnotes 1a, 1b and 1c), 2 and 3. The Commission previously reviewed and accepted these footnotes<sup>2</sup> and they have been included in a number of prior filings accepted by the Commission with the latest being accepted on July 17, 2020.<sup>3</sup> To correct this omission, EPNG is filing to amend the pending tariff record by resubmitting a tariff record to include the omitted footnotes. The marked tariff record submitted herewith shows only the changes to the tariff record submitted on July 29, 2020 (i.e., the inclusion of the footnotes). To be clear, EPNG is only proposing in this filing to correct the tariff record submitted in the July Filing and is not proposing any changes to the footnotes.

### **Tariff Provisions**

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2019) and Subpart C of Part 154 the Commission's regulations.<sup>4</sup>

Part VII, Section 77.2 is updated to show the entirety of Exhibit B.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154.7 of the Commission's regulations,<sup>5</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter; and
- b) clean and marked versions of the tariff record in PDF format

EPNG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on August 1, 2020, the effective date originally requested in the July Filing. Additionally, given that this filing corrects an inadvertent omission of previously accepted tariff provisions, EPNG respectfully requests that the Commission grant a shortened comment period to permit the amended tariff record to be reviewed with the July Filing. If the Commission allows the tariff record to go into effect without change, EPNG hereby moves to place it in to effect at the end of a minimal suspension period.

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<sup>2</sup> See *El Paso Natural Gas Co.*, Docket No. RP15-583-000 (Mar. 25, 2015) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP19-511-000 (Jan. 22, 2019) (unpublished letter order).

<sup>3</sup> See, e.g., *El Paso Natural Gas Co.*, Docket No. RP20-971-000 (Jul. 17, 2020) (unpublished letter order).

<sup>4</sup> 18 C.F.R. §§ 154.201 – 154.210 (2019) (Subpart C).

<sup>5</sup> 18 C.F.R. §§ 154.101 – 154.603 (2019).

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. David R. Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4534  
David\_Cain@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 (2019)).

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 6th day of August 2020.

/s/

Francisco Tarin

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

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: July 20, 2020

| Primary Receipt Point(s) | Reservation Rate 1/ | Usage Rate 1/ | Fuel 2/ | Surcharges 3/ |
|--------------------------|---------------------|---------------|---------|---------------|
| As listed in Exhibit A   | (1a)                |               |         |               |

| Primary and Alternate Receipt Point(s) / Location(s)  | Primary and Alternate Delivery Point(s) / Location(s)  | Effective Dates                   | Reservation Rate 1/ | Maximum Quantity - D-Code (dth/d) | Usage Rate 1/ | Authorized Overrun Rate 1/ | Fuel 2/ | Surcharges 3/ |
|---|--|-----------------------------------|---------------------|-----------------------------------|---------------|----------------------------|---------|---------------|
| 302347 STML SJN<br>302344 STML ANA<br>302346 STML PER | All Delivery points available on the EPNG mainline system as of April 1, 2015  | August 1, 2020 – October 31, 2025 | (1a)                |                                   |               |                            |         |               |
| 302347 STML SJN<br>302344 STML ANA<br>302346 STML PER | 332535 TEXSYCMR<br>332525 SFEMIDW<br>332510 CHE17Z<br>332513 CHETAFT<br>332523 MOBSMID<br>332537 UPCHINA<br>332518 DESKFRNT<br>332527 SHLMTPS<br>332512 CHERACTK<br>332519 DESMCKIT<br>332507 ARCCRKSP<br>332529 SHLSEKN<br>332524 SFEKR<br>332528 SHLNKERN<br>332508 ARCOXFRD<br>332522 MOBNMID<br>332509 B&CBORON<br>332520 EDICLWTR | August 1, 2020 – October 31, 2025 | (1a)                |                                   |               |                            |         |               |

Issued on: August 6, 2020

Effective on: August 1, 2020

|   |   |   |      |         |  |      |   |   |
|---|---|---|------|---------|--|------|---|---|
|   | 332534 TEXMMSET<br>332521 MOB17Z<br>332526 SHL17Z<br>332533 TEX17Z<br>332511 CHEKR<br>332517 DESBMTN<br>332532 TEHCWD<br>332542 OXY17Z<br>332541 MCPHRMTP<br>332544 TXGRAPE<br>302144 LAPALOMA<br>332552 SUNRISE<br>332555 SIDEWNR<br>332553 PASTORIA<br>332569 DAGMOJ<br>332575 POSOCREK<br>800905 FORDCTYD<br>800904 DFAIRFLD |   |      |         |  |      |   |   |
| 216823 STML ANA<br>216822 STML SJN<br>216824 STML PER | 332531 SOCWR<br>332554 KRAMER   | August 1, 2020<br>- October 31,<br>2025 | (1a) |         |  |      |   |   |
| 302347 STML ANA<br>302344 STML SJN<br>302346 STML PER | 301016 DSCALEHR<br>332503 DSCALTOP<br>332505 DMOJAVE<br>314604 DPG&ETOP   | August 1, 2020<br>- October 31,<br>2025 |      | 100,000 |  | (1b) | - | - |
| 216823 STML ANA<br>216822 STML SJN<br>216824 STML PER | 314980 IBLYTE<br>301693 INORBAJA  | August 1, 2020<br>- October 31,<br>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.

Agreement No. FT3EA000-FT1EPNG

EXHIBIT B  
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 between  
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 and ConocoPhillips Company (Shipper)  
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|--------------------------|---------------------|---------------|---------|---------------|
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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:

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