



September 30, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Agreement Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP21-

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 in Appendix A.

Proposed with an effective date of November 1, 2021, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to reflect two new negotiated rate transportation service agreements ("TSAs") executed with EOG Resources, Inc. ("EOG") and CIMA ENERGY, LP ("CIMA").

Reason for Filing

In accordance Commission's regulations and the Commission's policy statement regarding negotiated rates,¹ EPNG is submitting Agreement Nos. 616670-FT1EPNG ("EOG TSA") and 616379-FT1EPNG ("CIMA TSA") for the Commission's review and acceptance. Accordingly, EPNG is proposing to update its Tariff to reflect the terms of the two negotiated rate TSAs.

Description of the Agreement

EOG TSA

Recently, EPNG and EOG executed TSA No. 616670-FT1EPNG, which includes a term beginning on November 1, 2021 and extending through October 31, 2024. The new TSA provides a transportation contract demand ("TCD") of

¹ *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

20,000 dekatherms (“Dth”) per day and is subject to negotiated rates, as further described below.

CIMA TSA

EPNG and CIMA executed TSA No. 616379-FT1EPNG, which includes a term beginning on November 1, 2021 and extending through October 31, 2023. The new TSA provides a transportation contract demand (“TCD”) of 10,000 dekatherms (“Dth”) per day and is subject to negotiated rates, as further described below.

Negotiated Rates

Section 4.18 of the GT&C allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff’s Statement of Rates. Pursuant to that provision, EPNG, EOG and CIMA have agreed to negotiated reservation rates for the new TSAs submitted herewith.

EOG TSA

The EOG TSA contains the following negotiated rate language in Exhibit B.

- Note 1a provides for a negotiated reservation rate of \$1.9771 per Dth per month that is not subject to the applicable maximum or minimum reservation rate for the term of the agreement. This negotiated rate is applicable to transportation service from: 1) the Primary Receipt Point of ICELERO (PIN 800907) to the Primary Delivery Point of IAGUABLA (PIN 50540); and 2) certain Primary Receipt or Alternate Receipt Points to certain Primary Delivery or Alternate Delivery Points all as specified in Exhibit B of the TSA.
- Note 1b provides for an additional separate negotiated rate of \$0.0994 per Dth per day that applies to all other alternate receipt and delivery points located within the Permian Basin. This rate is not subject to the applicable maximum or minimum reservation rate.
- Lastly, Note 1c provides a separate negotiated rate for transportation service involving all other Alternate Receipt or Delivery Points (i.e., transportation service involving any receipt and delivery locations not specifically listed in Exhibit B of the TSA for the rate in Note 1a and 1b). Specifically, on transactions involving one or more of these locations, EPNG will charge a negotiated rate which is the greater of: 1) 90% of the difference of the daily Natural Gas Intelligence (“NGI”) SoCal Border- Ehrenberg Index minus the daily NGI El Paso – Permian Index as calculated on the gas day that charges are incurred; or 2) the otherwise applicable maximum reservation rate plus an incremental \$0.1000 per Dth per day. This rate is not subject to the applicable maximum or minimum reservation rate.

CIMA TSA

The CIMA TSA contains rate language in Exhibit B, Note 1a stating a negotiated reservation rate of \$10.6637 per Dth per month that is not subject to the applicable maximum or minimum reservation rate for the term of the agreement. This negotiated rate is applicable to transportation service from the Primary Receipt Point of BLANCO (PIN 300714) to the Primary Delivery Point of DSWG MOH (PIN 334808). All other transactions occurring under this TSA will be assessed EPNG's applicable maximum recourse rate.

In accordance with the Commission's policy on the filing of negotiated rate agreements,² EPNG is submitting tariff records to reflect the applicable negotiated rates and certain contractual terms for the EOG and CIMA TSAs. This policy requires pipelines, when implementing a negotiated rate TSA to file either the TSA or a Statement of Rates tariff record identifying the transaction.³

Description of Filing

EPNG is submitting the following tariff records pursuant to Subpart C of the Commission's regulations.⁴

The index page for Part II: Statement of Rates lists TSA Nos. 616670-FT1EPNG and 616379-FT1EPNG as negotiated rate agreements.

Part II, Sections 5.22 and 5.23 reflect the negotiated rates and certain terms of the new TSAs with EOG and CIMA. Specifically, the proposed tariff records state the exact legal names of the respective shippers, the applicable negotiated rates, receipt and delivery points, transportation contract demands, contract terms as well as the applicable Rate Schedule for the service. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreements conform in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ EPNG is submitting an eTariff XML filing package, which includes the following:

² See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006).

³ *Id.*

⁴ See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

⁵ See 18 C.F.R. §§ 154.101 - 154.603 (2020).

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records; and
- c) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on November 1, 2021, which is consistent with the effective date of each TSA. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records into effect at the end of a minimal 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. Tony Sala
Managing Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (713) 420-6437
Tony_Sala@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 (2020)).

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 30th day of September, 2021.

/s/

Francisco Tarin

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

EL PASO NATURAL GAS COMPANY, L.L.C.
Negotiated Rate Agreements Filing

Third Revised Volume No. 1A

Part II: Statement of Rates

Section 5	Index	Version 31.0.0
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG	Version 0.0.0
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG	Version 0.0.0

Statement of Negotiated Rates

Section 5.1	Pacific Gas & Electric Co. (Core Gas Supply) #614437-FT1EPNG
Section 5.2	Devon Gas Services, L.P. #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Southwestern Public Service Company #610337-FH8EPNG
Section 5.6	Arizona Public Service Company #610506-FH8EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	EOG Resources, Inc. #FT3JZ000-FT1EPNG
Section 5.10	Southwestern Public Service Company #611653-FH8EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	ConocoPhillips Company #615904-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Upstream Energy Services LLC #615017-FT1EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
<u>Section 5.22</u>	<u>EOG Resources, Inc. #616670-FT1EPNG</u>
<u>Section 5.23</u>	<u>CIMA ENERGY, LP #616379-FT1EPNG</u>

Statement of Negotiated Rates
(Rates per Dth/day)

<u>Rate Schedule FT-1</u> <u>Shipper Identification</u>	<u>Term of</u> <u>Agreement</u>	<u>TCD</u> <u>(Dth/d)</u>	<u>Reservation</u> <u>Rate 1/</u>	<u>Usage</u> <u>Rate</u>	<u>Primary Receipt</u> <u>Point(s)</u>	<u>Primary Delivery</u> <u>Point(s)</u>
EOG Resources, Inc. #616670-FT1EPNG 3/ 4/	11-1-21 through 10-31-24	20,000	1a/	1/ 2/	800907 ICELERO	50540 IAGUABLA
					<u>Alternate Receipt</u> Point(s)	<u>Alternate Delivery</u> Point(s)
			1a/	1/ 2/	800907 ICELERO 49444 IPELSPRI 50531 ISALTDRW 801266 ITYHLAKE 49073 IBLAKEDR 50498 ISALTCRK 302404 WAHA	302075 IWESTARW 301701 IOASISWA 301621 ILONEWA 301945 IVALEROW 302407 WAHATRAN 49748 DPECSTR 54316 WAHA DELIVERY 50540 IAGUABLA 53931 WAHA BI-DI ROLLUP
			1b/	1/2/	All other receipt points within the Permian Basin	All other delivery points within the Permian Basin
			1c/	1/ 2/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.	

- 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 \$1.9771 per Dekatherm per month and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0994 per Dekatherm per day.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - Permian Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.
- 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.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
(Rates per Dth/Day)

<u>Rate Schedule FT-1</u> <u>Shipper Identification</u>	<u>Term of</u> <u>Agreement</u>	<u>TCD</u> <u>(Dth/d)</u>	<u>Reservation</u> <u>Rate 1/</u>	<u>Usage</u> <u>Rate</u>	<u>Authorized</u> <u>Overrun Rate 1/</u>	<u>Primary Receipt</u> <u>Point(s)</u>	<u>Primary Delivery</u> <u>Point(s)</u>
<u>CIMA ENERGY, LP</u> <u>#616379-FT1EPNG 3/ 4/</u>	<u>11/1/21 – 10/31/23</u>	<u>10,000</u>	<u>1a/</u>	<u>1/</u>	<u>1/</u>	<u>BLANCO (300714)</u>	<u>DSWG MOH (334808)</u>

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 \$10.6637 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter’s Tariff and which shall be payable regardless of quantities transported.

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.

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

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Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
EOG Resources, Inc. #616670-FT1EPNG 3/ 4/	11-1-21 through 10-31-24	20,000	1a/	1/ 2/	800907 ICELERO	50540 IAGUABLA
					Alternate Receipt Point(s)	Alternate Delivery Point(s)
					800907 ICELERO 49444 IPELSPRI 50531 ISALTDRW 801266 ITYHLAKE 49073 IBLAKEDR 50498 ISALTCRK 302404 WAHA	302075 IWESTARW 301701 IOASISWA 301621 ILONEWA 301945 IVALEROW 302407 WAHATRAN 49748 DPECSTRL 54316 WAHA DELIVERY 50540 IAGUABLA 53931 WAHA BI-DI ROLLUP
					1b/	1/2/
			1c/	1/ 2/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.	

- 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 \$1.9771 per Dekatherm per month and which shall be payable regardless of quantities transported.
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- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - Permian Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.
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Statement of Negotiated Rates
 (Rates per Dth/Day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
CIMA ENERGY, LP #616379-FT1EPNG 3/ 4/	11/1/21 – 10/31/23	10,000	1a/	1/	1/	BLANCO (300714)	DSWG MOH (334808)

- 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.
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- 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.
- 4/ This contract does not deviate in any material aspect from the form of service agreement.