



December 30, 2020

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate 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 following tariff records for inclusion in EPNG's Third Revised Volume No. 1A, FERC Gas Tariff ("Tariff"):

Part II Section 5.0 Statement of Negotiated Rates Version 26.0.0
Part II Section 5.11 CFE International LLC #615955-FT1EPNG Version 1.0.0

Proposed with an effective date of January 1, 2021, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") executed between EPNG and CFE International LLC ("CFEi"). EPNG respectfully requests a waiver of the 30-day notice requirement to permit the tariff records to become effective on the proposed date of January 1, 2021, consistent with the effective date of the TSA.

Reason for Filing

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a service rate that varies from the minimum-to-maximum range provided on the Statement of Rates. Recently, EPNG and CFEi entered into negotiations regarding an existing TSA that is subject to the maximum recourse rate (i.e., FT3DN000). Those negotiations resulted in the execution of a new TSA subject to a negotiated reservation rate of \$9.8854 per dekatherm ("Dth") per month with the same transportation contract demand of 95,000 Dth per day ("CFEi TSA").¹ Additionally, the CFEi TSA includes several alternate receipt and delivery point combinations that are also

¹ CFEi's new Agreement No. 615955-FT1EPNG supersedes and cancels Agreement No. FT3DN000.

subject to the underlying negotiated rate. Further, the CFEi TSA reflects a beginning date of January 1, 2021 and an expiration date of March 31, 2025 and is subject to a contractual right-of-first-refusal.

In accordance with the Commission's policy on the filing of negotiated rate agreements,² EPNG is submitting a tariff record to reflect the applicable negotiated rate and certain contractual terms for the CFEi TSA. 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 18 C.F.R. § 154.112(b) (2020) and Subpart C of Part 154 of the Commission's regulations.⁴

The index page for Part II lists CFEi's Agreement No. 615955-FT1EPNG as a negotiated rate agreement. Additionally, a negotiated rate TSA with ETC Marketing, Ltd. (i.e., Agreement No. 610678-FT1EPNG) has been removed from the list due to its recent expiration.

Part II, Section 5.11 reflects the negotiated rate and terms applicable to the CFEi TSA and removes the terms applicable to an expired TSA. Specifically, the proposed tariff record includes the legal name of CFEi, the negotiated rate, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff record to note that the underlying agreement conforms 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:

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

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 See *Id.*

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

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

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2021, consistent with the effective date of the TSA. As such, EPNG requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 (2020) of the Commission's regulations.⁶ With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record 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 Affairs
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
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EPNGRegulatoryAffairs@kindermorgan.com

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Colorado Springs, CO 80944-1087
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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

⁶ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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 December 2020.

/s/

Francisco Tarin

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

Clean Tariff Sections

Statement of Negotiated Rates

Section 5.1	Pacific Gas & Electric Co. (Core Gas Supply) #614437-FT1EPNG
Section 5.2	WPX Energy Marketing, LLC #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	ETC Marketing, Ltd. #610679-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Tesoro Refining & Marketing Company LLC #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	Reserved
Section 5.19	Upstream Energy Services LLC #615017-FT1EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
CFE International LLC #615955-FT1EPNG	1/1/21 – 3/31/25	95,000	1a/	1/	WAHA (302404)	IWILCOXD (302080)
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					STML ANA (302344) STML PER (302346) STML SJN (302347)	All Delivery Points in the Arizona, New Mexico, and Texas delivery zones except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

- 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 \$9.8854 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding delivery 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.
 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.

Marked Tariff Sections

Statement of Negotiated Rates

Section 5.1	Pacific Gas & Electric Co. (Core Gas Supply) #614437-FT1EPNG
Section 5.2	WPX Energy Marketing, LLC #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	ETC Marketing, Ltd. #610678-FT1EPNG <u>CFE International LLC #615955-FT1EPNG</u>
Section 5.12	ETC Marketing, Ltd. #610679-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Tesoro Refining & Marketing Company LLC #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	Reserved
Section 5.19	Upstream Energy Services LLC #615017-FT1EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/ 1a/	Usage Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)	Alternate Receipt Point(s)	Alternate Delivery Point(s)
ETC Marketing, Ltd UALCPLXWAHA (302404) #6159550678-FT1EPNG	CFE International LLC in-service date and ending twenty-four months after the in-service date	1/1/21 – 3/31/25 DSCALTOP	Beginning on the IWILCOXD (302080)		9530,000	1a/ 1/		
<u>Points in the Arizona, New Mexico, and</u> DPG&ETOP							STML ANA (302344)	DSCALTOP All Delivery STML PER (302346)
							STML SJN (302347)	Texas delivery zones except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff
								SOCWR
								KRAMER

- 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 \$~~9.885414~~2.880 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-delivery 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.
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.