



December 31, 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 tariff records listed in Appendix A.

Proposed with an effective date of February 1, 2021, these tariff records update EPNG's Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff") to include a new negotiated rate transportation service agreement ("TSA") executed with ConocoPhillips Company ("Conoco") and to remove an expired negotiated rate TSA.<sup>1</sup>

### **Reason for Filing**

In accordance with the Commission's regulations and the Commission's policy statement regarding negotiated rates,<sup>2</sup> EPNG is submitting proposed tariff records summarizing the essential terms of this negotiated rate TSA.

### **Description of the Agreement**

Agreement No. 615904-FT1EPNG ("Conoco TSA") is a contract that begins on February 1, 2021 and extends through January 31, 2022. The Conoco TSA provides a transportation contract demand of 10,000 dekatherms ("Dth") per day

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<sup>1</sup> EPNG is removing negotiated Rate TSA No. 610679-FT1EPNG with ETC Marketing, Ltd. which expired pursuant to its terms on December 4, 2020.

<sup>2</sup> *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").

for service from the primary receipt point of KEYSTONE to the primary delivery point of DSCALTOP throughout the term of the TSA and is subject to a negotiated rate, as described below.

### *Negotiated Rates*

Section 4.18 of the General Terms and Conditions 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 and Conoco have agreed to a negotiated reservation rate applicable to the Conoco TSA. The negotiated rate provides for a reservation rate of \$8.1000 per Dth per month and is not subject to the applicable maximum or minimum reservation rate. Furthermore, this negotiated rate applies to service between certain alternate Receipt and Delivery Points listed in the TSA.

Commission policy requires pipelines, when implementing a negotiated rate TSA, to file either the negotiated rate agreement itself or tariff records identifying the essential elements of the of the negotiated rate agreement.<sup>3</sup> Accordingly, EPNG is submitting tariff records for inclusion in the Statement of Rates to identify the applicable negotiated rate and certain contractual terms for the Conoco TSA.

### **Tariff Provisions**

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

The index page for Part II: Statement of Rates now lists the Conoco TSA as a negotiated rate agreement and deletes a reference to the expired ETC Marketing, Ltd. TSA.<sup>5</sup> Similarly, Part II, Section 5.12 is modified to remove information related to the expired negotiated rate TSA with ETC Marketing, Ltd. and to add information related to the new, negotiated rate Conoco TSA. Specifically, the proposed tariff record states the legal name of the shipper, 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

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<sup>3</sup> 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).

<sup>4</sup> See 18 C.F.R. §§ 154.201 - 154.210 (2020) (Subpart C).

<sup>5</sup> This tariff record remains pending before the Commission in Docket No. RP21-350-000. The tariff record submitted herein includes the modifications proposed in this proceeding. If the Commission does not accept the changes proposed, EPNG will submit a filing at a later date reflecting all approved changes on the tariff record.

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.<sup>6</sup>

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>7</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- 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 February 1, 2021, which is consistent with the effective date of the Conoco 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

Ms. Julia Forrester-Sellers  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4513  
Julia\_Forrester-Sellers@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.

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<sup>6</sup> See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at P 26 (2003), *order on reh'g and clarification*.

<sup>7</sup> See 18 C.F.R. §§ 154.101 – 154.603 (2020).

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 31<sup>st</sup> day of December 2020.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part II: Statement of Rates

Section 5	Index
Section 5.12	ConocoPhillips Company, #615904-FT1EPNG

Version 27.0.0  
Version 1.0.0

**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	ConocoPhillips Company #615904-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 1/2/3/	Primary Receipt Point(s)	Primary Delivery Point(s)
ConocoPhillips Company 615904-FT1EPNG 4/	2/1/21- 1/31/22	10,000	1a/	1/	(302132) KEYSTONE	(332503) DSCALTOP
			1a/	1/	<u>Alternate Receipt Point(s)</u>	<u>Alternate Delivery Point(s)</u>
					(302344) STML ANA	(301016) DSCALEHR
					(302346) STML PER	(301693) INORBAJA
					(302347) STML SJN	(314604) DPG&ETOP
					(43886) IRYGULCH	(332503) DSCALTOP
					(42235) IRXLVRCH	(314991) ICPSOUTH
					(36100) IGRSWDQP	(332554) KRAMER
					(40237) IEXMBGRS	(332531) SOCWR
					(41781) IDRKCNGR	(320614) IGRIFFTH
					(332569) DAGMOJ	(301881) ITCOLBLA
						(300716) BLANTRAN
						(300726) BONDTRAN
						(41781) IDRKCNGR
						(42223) DYELJKPS
						(42235) IRXLVRCH
						(40379) DAHRCNYN
						(36106) ITWBLANCO
						(332569) DAGMOJ

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 \$8.1000 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 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.

**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	<del>ConocoPhillips Company #615904-FT1EPNG ETC Marketing, Ltd. #610679-FT1EPNG</del>
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
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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 1/2/3/	Primary Receipt Point(s)	Primary Delivery Point(s)
ConocoPhillips Company 615904-FT1EPNG 4/	2/1/21- 1/31/22	10,000	1a/	1/	(302132) KEYSTONE	(332503) DSCALTOP
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					(302344) STML ANA	(301016) DSCALEHR
					(302346) STML PER	(301693) INORBAJA
					(302347) STML SJN	(314604) DPG&ETOP
					(43886) IRYGULCH	(332503) DSCALTOP
					(42235) IRXLVRCH	(314991) ICPSOUTH
					(36100) IGRSWDOP	(332554) KRAMER
					(40237) IEXMBGRS	(332531) SOCWR
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						(42235) IRXLVRCH
						(40379) DAHRCNYN
						(36106) ITWBLANCO
						(332569) DAGMOJ

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 \$8.1000 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 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.

<del>Rate Schedule FT 1</del>	<del>Term of Service</del>	<del>TCD (Dth/d)</del>	<del>Reservation</del>	<del>Usage Rate 1/</del>	<del>Primary Receipt Rate</del>	<del>Primary Delivery Point(s)</del>
<del>ETC Marketing, Ltd</del>	<del>Beginning on the</del>	<del>20,000</del>	<del>1a/</del>	<del>1/</del>		<del>SIDRICH</del>
<del>DSCALTOP</del>	<del>in service date and</del>					
<del>#610679 FT1EPNG</del>	<del>ending twenty four months</del>					
	<del>after the in service date</del>					
			<del>1a/</del>	<del>1/</del>	<del>Alternate Receipt</del>	<del>Alternate Delivery Point(s)</del>
					<del>STML ANA</del>	<del>DSCALTOP</del>
					<del>STML PER</del>	<del>DPG&amp;ETOP</del>
					<del>STML SJN</del>	<del>DSCALEHR</del>
						<del>SOCWR</del>
						<del>KRAMER</del>

~~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 \$14.5920 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.~~

~~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.~~