



February 23, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreements 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 record for inclusion in EPNG's Third Revised Volume No. 1A FERC Gas Tariff ("Tariff"):

Part II	Section 5.0	Statement of Negotiated Rates (index)	Version 28.0.0
Part II	Section 5.14	Marathon Petroleum #610724-FT1EPNG	Version 3.0.0
Part II	Section 5.18	Sempra Gas & Power #615905-FT1EPNG	Version 2.0.0

Proposed with an effective date of April 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 Sempra Gas & Power Marketing, LLC ("Sempra"). Additionally, the tariff record for an existing negotiated rate TSA reflects an update to the shipper name.

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, Sempra was awarded firm transportation capacity from an open season pursuant to a right-of-first-refusal for capacity available April 1, 2021. Consistent with Sempra's bid, the capacity was awarded at a negotiated rate for Rate Schedule FT-1 service. Agreement No. 615905-FT1EPNG was executed by Sempra in February 2021 ("Sempra TSA"). The Sempra TSA reflects a term of April 1, 2021 through May 31, 2045 with a contractual right-of-first-refusal. Additionally, the TSA contains a transportation contract demand of 4,411 dekatherms ("Dth") per day and a negotiated reservation rate of \$11.0077 per Dth per month.

In accordance with the Commission's policy on the filing of negotiated rate agreements,¹ EPNG is submitting tariff records to reflect the applicable negotiated rate and certain contractual terms. 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.²

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.³

The index page for Negotiated Rate Agreements found on Part II, Section 5.0 is updated to list the Sempra TSA. Additionally, the listing of Agreement No. 610724-FT1EPNG with Tesoro Refining & Marketing Company LLC ("Tesoro"), a company owned by Marathon Petroleum Corporation, reflects a change in name to Marathon Petroleum Company LP ("Marathon").⁴ This name change is the result of the transfer of contracts from one subsidiary under Marathon Petroleum Corporation to another subsidiary under the corporation. Further, Part II, Section 5.14 reflects the name change on the tariff record containing the information for Agreement No. 610724-FT1EPNG. No other changes have been made to the agreement.

Part II, Section 5.18 reflects the negotiated rate and terms applicable to the Sempra TSA. Specifically, the proposed tariff record includes 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 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:

¹ 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).

² See *Id.*

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

⁴ Consistent with the effectiveness of the transfer from Tesoro to Marathon, this name change took effect on February 1, 2021 and is reflected on EPNG's electronic bulletin board under Transactional Reporting - Firm.

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

- a) a transmittal letter; and
- b) 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 on April 1, 2021, which is not less than thirty days nor more than sixty days following the date of this filing. With respect to any tariff record 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 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
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 80944-1087
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.

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 23rd day of February, 2021.

/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	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

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)
Marathon Petroleum Company LP #610724-FT1EPNG	12/5/2020 – 12/4/2025	20,000	1a/	1/	KEYSTONE (302132)	DPG&ETOP (314604)
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					STML ANA (302344)	DSCALTOP (332503)
					STML PER (302346)	DPG&ETOP (314604)
					STML SJN (302347)	DSCALEHR (301016)
						SOCWR (332531)
						KRAMER (332554)

- 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 \$11.0077 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
 (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)
Sempra Gas & Power Marketing, LLC #615905-FT1EPNG 4/	4/1/2021 – 5/31/2045	4,411	1a/	1/	IRAMSEYN (48164) IRAMSEYS (800908)	DSCALEHR (301016)

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 \$ 11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate 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	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 <u>Marathon Petroleum Company LP</u> #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 <u>Sempra Gas & Power Marketing, LLC #615905-FT1EPNG</u>
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)
Tesoro Refining & Marathon Petroleum KEYSTONE (302132)	DPG&ETOP (314604) DPG&ETOP (314604)	12/5/2020 – 12/4/2025		20,000		1a/ 1/
Marketing Co LLC #610724-FT1EPNG						
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					STML ANA (302344)	DSCALTOP (332503)
					STML PER (302346)	DPG&ETOP (314604)
					STML SJN (302347)	DSCALEHR (301016)
						SOCWR (332531)
						KRAMER (332554)

- 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 \$11.0077 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
 (Rates per Dth/day)

<u>Rate Schedule FT-1</u>	<u>Term of</u>	<u>TCD</u>	<u>Reservation</u>	<u>Usage</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>
<u>Shipper Identification</u>	<u>Agreement</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Point(s)</u>	<u>Point(s)</u>
Sempra Gas & Power Marketing, LLC #615905-FT1EPNG 4/	4/1/2021 – 5/31/2045	4,411	1a/	1/	IRAMSEYN (48164) IRAMSEYS (800908)	DSCALEHR (301016)

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 \$ 11.0077 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate 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.

~~Reserved~~