



August 15, 2022

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement Update;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP22-

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 Part II of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.40 Koch Energy Services #617870-FT1EPNG Version 1.0.0

Proposed with an effective date of August 16, 2022, this tariff record reflects an amendment to a previously filed negotiated rate firm transportation service agreement ("TSA") with Koch Energy Services, LLC ("Koch"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the August 16, 2022 effective date, as discussed below.

### **Background**

On August 5, 2022, EPNG submitted a filing that reflected a new TSA with Koch.<sup>1</sup> The Koch TSA (i.e., Agreement No. 617870-FT1EPNG) is subject to a negotiated monthly reservation rate of \$9.1250 per dekatherm ("Dth") and includes certain alternate off-system receipt points located on TransColorado Gas Transmission Company LLC's ("TransColorado") system at the same underlying negotiated rate.<sup>2</sup>

---

<sup>1</sup> This filing remains pending before the Commission in Docket No. RP22-1112-000 at this time.

<sup>2</sup> In order to provide transportation service under this agreement, EPNG acquired off-system capacity on TransColorado's system pursuant to General Terms and Conditions, Section 4.9 of EPNG's Tariff.

### **Reason for Filing**

Pursuant to Section 4.18 of the General Terms and Conditions (“GT&C”) of EPNG’s FERC Gas Tariff, EPNG and a shipper may mutually 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 Koch recently negotiated the addition of certain alternate delivery locations to Agreement No. 617870-FT1EPNG at the underlying negotiated rate plus an incremental daily rate of \$0.0500 per Dth to be charged only on gas quantities actually delivered by EPNG to Koch at the specified points. This negotiated rate will apply for the period of August 16, 2022 through October 31, 2022 (“Amendment”).<sup>3</sup> Specifically, the Amendment reflects this new negotiated rate applicable to volumes scheduled from certain EPNG receipt points to two TransColorado delivery points (i.e., ITWBLANCO (PIN 36106) and IELBNCO (PIN 36105)).<sup>4</sup> No other changes to Koch’s agreement have been made.

### **Tariff Provisions**

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.<sup>5</sup>

Part II, Section 5.40 is updated to reflect the negotiated rate granted to Agreement No. 617870-FT1EPNG for certain alternate receipt and delivery point combinations for the period August 16, 2022 through October 31, 2022.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>6</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 16, 2022, contemporaneous with the effective date of the Amendment. As such, EPNG

---

<sup>3</sup> When EPNG and a shipper agree to a discount or negotiated rate applicable to any individual TSA, the terms of such agreement are posted on EPNG’s EBB pursuant to 18 C.F.R. § 284.13(b)(1) (2021) of the Commission’s regulations. More specifically, such rate would be posted to EPNG’s EBB under “Transactional Reporting/Firm.”

<sup>4</sup> This instant filing is similar to previous filings accepted by the Commission in Docket Nos. RP22-877-000 and RP22-777-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP22-877-000 (May 23, 2022) (unpublished letter order).

<sup>5</sup> 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

<sup>6</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2021) of the Commission's regulations.<sup>7</sup> 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 any minimal suspension period established by the Commission.

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 80944-1087  
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 (2021)).

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

---

<sup>7</sup> 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 15<sup>th</sup> day of August 2022.

/s/

Francisco Tarin

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

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)
Koch Energy Services, LLC #617870-FT1EPNG 4/	8/16/2022 – 10/31/2022	10,000	1a/	1/	300714 BLANCO	314350 INGPLMOR
			1a/	1/	Primary and Alternate Receipt Point(s) 300714 BLANCO 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD	Primary and Alternate Delivery Point(s) 301016 DSCALEHR 301693 INORBAJA 314350 INGPLMOR 314604 DPG&ETOP 332503 DSCALTOP 332554 KRAMER 332531 SOCWR 332569 DAGMOJ
			1a/ 1b/	1/	300714 BLANCO 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD	36106 ITWBLANCO 36105 IELBNCO

- 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 \$9.1250 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff 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) of \$0.0500 per Dekatherm per Day in addition to the monthly reservation rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper’s account) at these points.
- 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 Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Koch Energy Services, LLC #617870-FT1EPNG 4/	8/16/2022 – 10/31/2022	10,000	1a/	1/	300714 BLANCO	314350 INGPLMOR
			1a/	1/	Primary and Alternate Receipt Point(s) 300714 BLANCO 43886 RYAN GULCH 42235 LOVE RANCH 40237 GREASEWOOD	Primary and Alternate Delivery Point(s) 301016 DSCALEHR 301693 INORBAJA 314350 INGPLMOR 314604 DPG&ETOP 332503 DSCALTOP 332554 KRAMER 332531 SOCWR 332569 DAGMOJ
			<u>1a/ 1b/</u>	<u>1/</u>	<u>300714 BLANCO</u> <u>43886 RYAN GULCH</u> <u>42235 LOVE RANCH</u> <u>40237 GREASEWOOD</u>	<u>36106 ITWBLANCO</u> <u>36105 IELBNCO</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 \$9.1250 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter’s Tariff 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) of \$0.0500 per Dekatherm per Day in addition to the monthly reservation rate set forth in Footnote (1a) to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper’s account) at these points.

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.