



September 1, 2022

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

Section 5.0	Statement of Negotiated Rates	Version 43.0.0
Section 5.42	Radiate Energy LLC #617939-FT1EPNG	Version 0.0.0
Section 5.43	Eco-Energy Natural Gas #617940-FT1EPNG	Version 0.0.0

Proposed with an effective date of September 1, 2022, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect two new negotiated rate transportation service agreements ("TSAs") executed with Radiate Energy LLC ("Radiate") and Eco-Energy Natural Gas, LLC ("Eco-Energy") separately. EPNG respectfully requests a waiver of the 30-day notice requirement to permit the tariff records to be effective on the proposed date of September 1, 2022, consistent with the effective date of the TSAs.

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 as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. Recently, EPNG executed TSAs with Radiate and Eco-Energy for transportation service at fixed negotiated reservation rates for service under Rate Schedule FT-1. The Radiate TSA, Agreement No. 617939-FT1EPNG, reflects a term of September 1, 2022 through March 31, 2024 and a varying transportation contract demand ("TCD") of up to 5,000 dekatherms ("Dth") per day. The Eco-Energy TSA, Agreement No. 617940-FT1EPNG, reflects a term of September 1, 2022 through December 31, 2024 and a varying TCD of up to 15,000 Dth per day.

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.¹ In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms.

Description of Filing

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.²

The index page for Negotiated Rate Agreements found on Part II, Section 5.0³ is updated to list the new Eco-Energy and Radiate TSAs.

Part II, Sections 5.42 and 5.43 reflect the negotiated rates and terms applicable to the Eco-Energy TSA and Radiate TSA, respectively. Specifically, the proposed tariff records each include the legal name of the shipper, the negotiated rates, 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 records 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,⁴ 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.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on September 1, 2022, consistent with the effective date of the TSAs. As such, EPNG requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. §

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 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

³ This tariff record was submitted recently in Docket No. RP22-1178-000 with a proposed effective date of September 1, 2022. That filing proposed the inclusion of a new negotiated rate agreement in EPNG's Tariff. The tariff record submitted herein includes the modifications to the list of negotiated rate agreements submitted with that filing. Should the Commission not accept the filing in Docket No. RP22-1178-000, EPNG will file to amend this tariff record accordingly.

⁴ 18 C.F.R. §§ 154.101 – 154.603 (2021).

154.207 (2021) of the Commission's regulations.⁵ 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, if any, 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.
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Colorado Springs, CO 80944-1087
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Mr. Tony Sala
Managing Counsel
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Post Office Box 1087
Colorado Springs, CO 80944-1087
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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 (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

⁵ 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 1st day of September, 2022.

/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	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
Section 5.22	EOG Resources, Inc. #616670-FT1EPNG
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Devon Gas Services, L.P. #615734-FT1EPNG
Section 5.28	Direct Energy Business Marketing, LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Hartree Partners, LP #610670-FT1EPNG
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	PDC Permian, Inc. #617645-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Devon Gas Services, L.P. #616483-FT1EPNG
Section 5.40	Koch Energy Services, LLC #617870-FT1EPNG
Section 5.41	MIECO LLC #617902-FT1EPNG

Section 5.42 Radiate Energy LLC #617939-FT1EPNG
Section 5.43 Eco-Energy Natural Gas, LLC #617940-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)
Radiate Energy LLC #617939-FT1EPNG 4/	9/1/22 – 10/31/22 11/1/22 – 3/31/24	3,750 5,000	1a/ November - March	1/	302080 IWILCOXD	301016 DSCALEHR
			1a/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
					302347 STML SJN 302344 STML ANA 302346 STML PER 302080 IWILCOXD	301016 DSCALEHR 301693 INORBAJA 300716 BLANTRAN 300726 BONDTRAN 300705 ANADTRAN 302250 PLNSTRAN 302136 KEYTRAN 302407 WAHATRAN

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 \$1.7703 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.

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.

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 (Rates per Dth/day)

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#617940-FT1EPNG 4/	11/1/22 – 12/31/24	15,000	November - March			
			1a/	1/	Primary and Alternate Receipt Point(s) 302347 STML SJN 302344 STML ANA 302346 STML PER 302080 IWILCOXD	Primary and Alternate Delivery Point(s) 301016 DSCALEHR 301693 INORBAJA 300716 BLANTRAN 300726 BONDTRAN 300705 ANADTRAN 302250 PLNSTRAN 302136 KEYTRAN 302407 WAHATRAN

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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 \$4.5625 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.

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.

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 (Rates per Dth/day)

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					<u>Primary and Alternate</u> <u>Receipt Point(s)</u>	<u>Primary and Alternate</u> <u>Delivery Point(s)</u>
				1a/	1/	
					302347 STML SJN	301016 DSCALEHR
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<u>Shipper Identification</u>	<u>Service</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Point(s)</u>	<u>Point(s)</u>
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					<u>Primary and Alternate</u>	<u>Primary and Alternate</u>
					<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
			1a/	1/	302347 STML SJN	301016 DSCALEHR
					302344 STML ANA	301693 INORBAJA
					302346 STML PER	300716 BLANTRAN
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