



October 29, 2021

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

Section 33.2 Southern California Gas #615178-FT1EPNG Exh B Version 13.0.0

Proposed with an effective date of November 1, 2021, this tariff record reflects an amendment to a previously filed and accepted non-conforming, negotiated rate firm transportation service agreement ("TSA") with Southern California Gas Company ("SoCal"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 2021 effective date, as discussed below.

Background

On September 9, 2021, EPNG submitted a filing that included a new non-conforming, negotiated rate Agreement No. 615178-FT1EPNG ("September Filing"). This TSA is subject to a negotiated monthly reservation rate of \$11.0078 per dekatherm ("Dth") per month and includes a non-conforming rate provision.¹ The September Filing was accepted by the Commission on October 12, 2021.²

¹ Generally, the non-conforming rate provision states that the underlying negotiated reservation rate applies to a point redesignated as a primary point, with the exception of those points requiring incremental rates (e.g., points on the Willcox Lateral).

² *El Paso Natural Gas Co.*, Docket No. RP21-1107-000 (Oct. 12, 2021) (unpublished letter order).

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 SoCal negotiated the addition of certain alternate locations to Agreement No. 615178-FT1EPNG at the same negotiated rate as the underlying contract rate (i.e., a negotiated reservation rate of \$11.0078 per Dth per month) for the period of November 1, 2021 through March 31, 2022 (“Amendment”).³ Specifically, the Amendment reflects this negotiated rate from all receipt points located on TransColorado Gas Transmission Company LLC’s (“TransColorado”) system to all EPNG delivery points except those requiring incremental rates (e.g., Willcox Lateral delivery points). The negotiated rate will also apply from receipt points included in EPNG’s aggregate groups of STML ANA (PIN 302344), STML PER (PIN 302346), and STML SJN (PIN 302347) to all delivery points located on TransColorado’s system. No other changes to SoCal’s agreement have been made.

Tariff Provisions

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2020) and Subpart C of Part 154 of the Commission's regulations.⁴

Part VII, Section 33.2 is updated to reflect the negotiated rate granted to Agreement No. 615178-FT1EPNG for certain alternate receipt and delivery point combinations for the period November 1, 2021 through March 31, 2022.

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.

EPNG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on November 1, 2021,

³ 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) (2020) of the Commission’s regulations. More specifically, such rate would be posted to EPNG’s EBB under “Transactional Reporting/Firm.”

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

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

coincident with the effective date of the Amendment. As such, EPNG requests the Commission grant a waiver of the notice requirements as permitted by 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
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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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 (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 29th day of October 2021.

/s/

Francisco Tarin

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

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SOUTHERN CALIFORNIA GAS COMPANY
 (Shipper)

Dated: October 21, 2021

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2021 through October 31, 2031	(1a)			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

STML ANA STML PER STML SJN	302344 302346 302347	All Delivery Points located on TransColorado Gas Transmission Company LLC's system	November 1, 2021 through March 31, 2022	(1a)
All Receipt Points located on TransColorado Gas Transmission Company LLC's system		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points	November 1, 2021 through March 31, 2022	(1a)

Ex. B-1

Agreement No. 615178-FT1EPNG

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To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: October 21, 2021

Notes:

- 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 \$ 11.0078 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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.
- 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.

Ex. B-2

Agreement No. 615178-FT1EPNG

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To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
SOUTHERN CALIFORNIA GAS COMPANY
 (Shipper)

Dated: ~~September 1~~October 21, 2021

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	November 1, 2021 through October 31, 2031	(1a)			

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All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

<u>STML ANA</u> <u>STML PER</u> <u>STML SJN</u>	<u>302344</u> <u>302346</u> <u>302347</u>	<u>All Delivery Points</u> <u>located on</u> <u>TransColorado Gas</u> <u>Transmission</u> <u>Company LLC's</u> <u>system</u>	<u>November 1, 2021</u> <u>through March 31,</u> <u>2022</u>	(1a)
<u>All Receipt Points</u> <u>located on</u> <u>TransColorado Gas</u> <u>Transmission</u> <u>Company LLC's</u> <u>system</u>		<u>All EPNG Delivery</u> <u>Points</u> <u>except those</u> <u>requiring incremental</u> <u>rates, e.g. Willcox</u> <u>Lateral Delivery</u> <u>Points</u>	<u>November 1, 2021</u> <u>through March 31,</u> <u>2022</u>	(1a)

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