



March 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 tariff records listed in Appendix A.

Proposed with an effective date of April 1, 2022, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect two separate, negotiated rate transportation service agreements ("TSA") executed by EPNG separately with EDF Trading North America, LLC ("EDF") and Hartree Partners, LP ("Hartree") (referred to collectively as the "Parties").

### **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 separately amended the TSAs with EDF and Hartree. The term on both TSAs, i.e., Agreement No. 612616-FT1EPNG and Agreement No. 610670-FT1EPNG, was extended and both Parties agreed to negotiated reservation rates for the extended period.<sup>1</sup> While the TCD remained unchanged in both TSAs, the Parties agreed to a few point changes.

With regard to the negotiated rates, the EDF Amendment reflects a fixed negotiated monthly reservation rate of \$10.6458 per Dekatherm ("Dth") not subject to the applicable maximum or minimum reservation rate, which will apply for all primary-to-primary transactions as well as for certain alternate transactions. Similarly, the Hartree Amendment reflects a fixed negotiated monthly reservation

---

<sup>1</sup> The EDF Amendment extends the term through March 31, 2024 and has a Transportation Contract Demand ("TCD") of 28,000 dekatherms ("Dth") per day. The Hartree Amendment extends the term through October 31, 2024 and has a TCD of 81,000 Dth per day.

rate of \$6.6917 per Dth not subject to the applicable maximum or minimum reservation rate, which will apply for all primary-to-primary transactions as well as for certain alternate transactions.

In accordance with the Commission's policy on the filing of negotiated rate agreements,<sup>2</sup> EPNG is submitting tariff records to reflect the negotiated rates 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.<sup>3</sup>

### **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.<sup>4</sup>

The index page for Negotiated Rate Agreements found on Part II, Section 5.0 is updated to list the Amendments for EDF and Hartree.

Part II, Sections 5.32 and 5.33 reflect the negotiated reservation rates and the other terms applicable to the EDF and Hartree Amendments. Specifically, the proposed tariff records include the legal name of the shipper, the negotiated reservation rate(s), the primary and relevant alternate receipt and delivery points, the Transportation Contract Demand, the applicable Rate Schedule for the service, and the contractual term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreements conform 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,<sup>5</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 the tariff records in PDF format.

---

<sup>2</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>3</sup> See *id.*

<sup>4</sup> 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

<sup>5</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on April 1, 2022, 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 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

Mr. David R. Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4534  
David\_Cain@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

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 March, 2022.

/s/

Francisco Tarin

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

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

Third Revised Volume No. 1A

Part II: Statement of Rates

Section 5.0	Statement of Negotiated Rates	Version 35.0.0
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG	Version 0.0.0
Section 5.33	Hartree Partners, LP . #610670-FT1EPNG	Version 0.0.0

**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
<u>Section 5.32</u>	<u>EDF Trading North America, LLC #612616-FT1EPNG</u>
<u>Section 5.33</u>	<u>Hartree Partners, LP #610670-FT1EPNG</u>

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>Service</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Point(s)</u>	<u>Point(s)</u>
EDF Trading NA, LLC	4/1/22 – 3/31/24	28,000	1a/	1/2/3/	302248 PLAINS	314604 DPG&ETOP
#612616-FT1EPNG 4/						
					<u>Alternate Receipt</u>	<u>Alternate Delivery</u>
			1a/	1/2/3/	<u>Point(s)</u>	<u>Point(s)</u>
					302344 STML ANA	314350 INGPLMOR
					302346 STML PER	301360 IBIGBLUE
					302347 STML SJN	301945 IVALEROW
					43886 RYAN GULCH	314604 DPG&ETOP
						332503 DSCALTOP
						302075 IWESTARW
						301701 IOASISWA
						301621 ILONEWA
						320614 IGRIFFTH
						301595 IKEYSTOR
						301641 IMCHRNCH

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 \$10.6458 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 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>Authorized</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>
<u>Shipper Identification</u>	<u>Service</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Overrun 1/</u>	<u>Point(s)</u>	<u>Point(s)</u>
Hartree Partners, LP #610670-FT1EPNG 4/	4/1/22 – 10/31/24	81,000	1a/	1/2/3/		300724 BONDADST	305421 INNDUMAS 314350 INGPLMOR
			1a/	1/2/3/		<u>Alternate Receipt</u> <u>Point(s)</u>	<u>Alternate Delivery</u> <u>Point(s)</u>
						302344 STML ANA	302344 STML ANA
						302346 STML PER	302346 STML PER
						302347 STML SJN	302347 STML SJN
							314604 DPG&ETOP
							332503 DSCALTOP
							301016 DSCALEHR
							332531 SOCWR
							332554 KRAMER
							320614 IGRIFFTH
							302144 LAPALOMA
							332553 PASTORIA
							301693 INORBAJA

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 \$6.6917 per Dekatherm per Month 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 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	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

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)
EDF Trading NA, LLC #612616-FT1EPNG 4/	4/1/22 – 3/31/24	28,000	1a/	1/2/3/	302248 PLAINS	314604 DPG&ETOP
			1a/	1/2/3/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					302344 STML ANA	314350 INGPLMOR
					302346 STML PER	301360 IBIGBLUE
					302347 STML SJN	301945 IVALEROW
					43886 RYAN GULCH	314604 DPG&ETOP
						332503 DSCALTOP
						302075 IWESTARW
						301701 IOASISWA
						301621 ILONEWA
						320614 IGRIFFTH
						301595 IKEYSTOR
						301641 IMCHRNCH

- 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 \$10.6458 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 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	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #610670-FT1EPNG 4/	4/1/22 – 10/31/24	81,000	1a/	1/2/3/		300724 BONDADST	305421 INNDUMAS 314350 INGPLMOR
			1a/	1/2/3/		Alternate Receipt Point(s)	Alternate Delivery Point(s)
						302344 STML ANA	302344 STML ANA
						302346 STML PER	302346 STML PER
						302347 STML SJN	302347 STML SJN
							314604 DPG&ETOP
							332503 DSCALTOP
							301016 DSCALEHR
							332531 SOCWR
							332554 KRAMER
							320614 IGRIFFTH
							302144 LAPALOMA
							332553 PASTORIA
							301693 INORBAJA

- 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 \$6.6917 per Dekatherm per Month 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 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.