



March 31, 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 its Third Revised Volume No. 1A FERC Gas Tariff ("Tariff"):

Part II Section 5.23 CIMA ENERGY, LP #616379-FT1EPNG Version 1.0.0

Proposed with an effective date of April 1, 2022, this tariff record updates EPNG's Statement of Negotiated Rates in its Tariff to reflect a recent amendment to an existing negotiated rate transportation service agreement ("TSA") executed by EPNG and CIMA ENERGY, LP ("CIMA"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the April 1, 2022 effective date, as discussed below.

Reason for Filing

On September 30, 2021, EPNG submitted a filing that included Agreement No. 616379-FT1EPNG executed with CIMA ("September Filing"). This TSA contained a negotiated monthly reservation rate of \$10.6637 per dekatherm ("Dth") and a transportation contract demand ("TCD") of 10,000 Dth per day from a primary receipt point of BLANCO (PIN 300714) to a primary delivery point of DSWG MOH (PIN 334808). The Commission issued an order accepting the September Filing on October 25, 2021.¹

Recently, EPNG and CIMA entered into negotiations regarding Agreement No. 616379-FT1EPNG. Those negotiations resulted in the execution of an amendment to the TSA to reflect a change in the primary delivery point to

¹ *El Paso Natural Gas Co.*, Docket No. RP21-1195-000 (Oct. 25, 2021) (unpublished letter order).

DPG&ETOP (PIN 314604) and a new negotiated monthly reservation rate of \$11.0077 per Dth (“Amendment”). No other changes to the agreement have been made.

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.² In accordance with this policy, EPNG is submitting a tariff record to reflect the updated terms of the Amendment.

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.³

Part II, Section 5.27 reflects the negotiated rate and updated terms applicable to the Amendment. Specifically, the proposed tariff record continues to include the legal name of the shipper, the negotiated rate(s), 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,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 record for filing and permit it to become effective on April 1, 2022, consistent 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 (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

² 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).

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

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

⁵ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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:

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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 31st day of March 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 Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
CIMA ENERGY, LP #616379-FT1EPNG 3/4/	4/1/22 – 10/31/23	10,000	1a/	1/	1/	300714 BLANCO	314604 DPG&ETOP

- 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 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.

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	Authorized Overrun Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
CIMA ENERGY, LP BLANCO (300714) #616379-FT1EPNG 3/-4/	11/1/214/1/22 – 10/31/23- DSWG MOH (334808) <u>314604 DPG&ETOP</u>		10,000	1a/	1/		1/ <u>300714</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 \$~~10.6637~~11.0077 per Dekatherm per ~~m~~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 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.