



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

Part II Section 5.33 Hartree Partners, LP #610670-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 Hartree Partners, LP ("Hartree"). 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 March 1, 2022, EPNG submitted a filing that included Agreement No. 610670-FT1EPNG executed with Hartree ("March Filing"). This TSA contained a negotiated monthly reservation rate of \$6.6917 per dekatherm ("Dth") and a transportation contract demand ("TCD") of 81,000 Dth per day. Additionally, the TSA provided for certain alternate receipt and delivery point combinations that would also be subject to the underlying negotiated rate. The Commission issued an order accepting the March Filing on March 17, 2022.<sup>1</sup>

Recently, EPNG and Hartree discovered that Agreement No. 610670-FT1EPNG did not accurately reflect the alternate delivery locations agreed to between the parties. Consequently, the parties executed an amendment to reflect the agreed to alternate delivery locations that would be subject to the underlying

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP22-641-000 (Mar. 17, 2022) (unpublished letter order).

fixed negotiated rate for the term of the TSA (i.e., April 1, 2022 through October 31, 2024). 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.<sup>2</sup> 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 record pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.<sup>3</sup>

Part II, Section 5.33 reflects the applicable negotiated rate and updated alternate delivery locations for the Hartree TSA. 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, the tariff record includes a statement 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,<sup>4</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 April 1, 2022, consistent with the effective date of the Amendment. As such, EPNG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2021) of the Commission's regulations.<sup>5</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 in to effect at the end of a minimal suspension period, if any, established by the Commission.

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

<sup>4</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

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

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin  
Director, Regulatory Affairs  
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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 1<sup>st</sup> day of April 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	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #610670-FT1EPNG 4/	4/1/22 – 10/31/24	31,000	1a/	1/2/3/		300724 BONDADST	305421 INNDUMAS
		50,000				300724 BONDADST	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
							305421 INNDUMAS
							314350 INGPLMOR

- 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  
 (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	<del>381,000</del> 50,000	1a/	1/2/3/		300724 BONDADST <del>300724 BONDADST</del>	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
							<del>305421 INNDUMAS</del>
							<del>314350 INGPLMOR</del>
							<del>301016 DSCALEHR</del>
							<del>332531 SOCWR</del>
							<del>332554 KRAMER</del>
							<del>320614 IGRIFTH</del>
							<del>302144 LAPALOMA</del>
							<del>332553 PASTORIA</del>
							<del>301693 INORBAJA</del>

- 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.