



November 30, 2022

Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreements Update Filing;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP23-

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 below for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part II	Section 5.25	Red Willow Production Co.#FT3HM000-FT1EPNG	Version 1.0.0
Part II	Section 5.47	EOG Resources, Inc. #617664-FT1EPNG	Version 1.0.0

Proposed with an effective date of January 1, 2023, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect recent amendments to two existing negotiated rate transportation service agreements ("TSAs") under Rate Schedule FT-1. EPNG respectfully requests that tariff records become effective on the proposed date of January 1, 2023, consistent with the effective date of the amended 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. EPNG executed amendments separately to the existing negotiated rate TSAs with Red Willow Gas Production Company ("Red Willow") and EOG Resources, Inc. ("EOG") which were previously reviewed and accepted by the Commission.<sup>1</sup>

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record

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<sup>1</sup> These TSAs were most recently reviewed by the Commission in Docket Nos. RP22-386-000 and RP22-1260-000. See *El Paso Natural Gas Co.*, Docket No. RP22-386-000 (Dec. 20, 2021) (unpublished letter order) and *El Paso Natural Gas Co.*, Docket No. RP22-1260-000 (Oct. 20, 2022) (unpublished letter order).

identifying the transaction.<sup>2</sup> In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain modified contractual terms for the Commission's review and acceptance.

### **Description of TSAs**

#### **Amendment to Existing Red Willow TSA No. FT3HM000-FT1EPNG ("Red Willow TSA")**

The Red Willow TSA was amended to reflect a term extension of one year and an increase of the transportation contract demand ("TCD"). The amended agreement terminates on December 31, 2023 and increases the TCD from 35,000 Dth per day to 45,000 Dth per day starting January 1, 2023 for the remainder of the term. The extended term and the TCD increase are the only changes to the Red Willow TSA. The negotiated rates previously reviewed and accepted by the Commission remain unchanged.<sup>3</sup>

#### **Amendment to Existing EOG TSA No. 617664-FT1EPNG ("EOG TSA")**

The EOG TSA has been amended to reflect a change to the primary delivery point. Effective January 1, 2023 and continuing through the remaining term of the TSA, the primary delivery point will shift from IAGUABLA (PIN 50540) to DPHPWAHA (PIN 54316).<sup>4</sup> The TCD of 20,000 Dth per day remains unchanged. The fixed negotiated reservation rate of \$2.5854 per Dth per month previously reviewed and accepted by the Commission is now applicable to transportation service between the primary receipt point of ICELERO (PIN 800907) to the new primary delivery point of DPHPWAHA (PIN 54316).<sup>5</sup> There are no changes to the alternate receipt and delivery points at which the previously reviewed and accepted negotiated rates apply.

### **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>6</sup>

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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> As indicated on the marked tariff record associated with the Red Willow TSA, there are no changes to the primary and alternate receipt and delivery points at which the negotiated rates apply.

<sup>4</sup> The termination date of the EOG TSA remains December 31, 2023.

<sup>5</sup> EPNG notes the EOG TSA reflects an administrative update which modifies the name of PIN 54316 from WAHA Delivery to DPHPWAHA. This name change is shown on the marked tariff records submitted herein. Further, EPNG notes that PIN 54316 was previously listed as an alternate point at which the negotiated rate of \$2.5854 per Dth per month applied

<sup>6</sup> 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

Part II, Sections 5.25 and 5.47 reflect the updated terms applicable to each amended negotiated rate TSA as discussed earlier. Additionally, consistent with the Commission's policy, each proposed tariff record includes a statement 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>7</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 records in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2023, which is not less than thirty days nor more than sixty days following the submission 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 records in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

Mr. Ryan C. Leahy  
Director, Regulatory  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (205) 790-3967  
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
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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.

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<sup>7</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

Respectfully submitted,

EL PASO NATURAL GAS COMPANY, L.L.C.

By \_\_\_\_\_/s/\_\_\_\_\_  
Ryan C. Leahy  
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 30<sup>th</sup> day of November, 2022.

/s/

\_\_\_\_\_  
Ryan C. Leahy

Post Office Box 1087  
Colorado Springs, CO 80944  
(205) 790-3967

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)
Red Willow Production Company #FT3HM000-FT1EPNG	1/1/23 <del>2</del> – 12/31/23 <del>2</del>	4 <del>3</del> 5,000	1a/	1a/	1/	1c/ 343231 IWSTCOAL	300789 DBLANCO
			1a/	1/	1c/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
						343231 IWSTCOAL	300789 DBLANCO
						300724 BONDADST	300714 BLANCO
						314347 INWPLBLA	314347 INWPLBLA
						314808 ITWWINRK	314808 ITWWINRK

Alternate Receipt Point(s) Alternate Delivery Point(s)  
 Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.

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 \$1.2167 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.

- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the absolute value of the remainder of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI Bondad Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.04~~00~~ per Dth per day which shall apply to the Authorized Overrun quantities up to 15,000 Dth per day.
- 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	Primary Receipt Point(s)	Primary Delivery Point(s)
EOG Resources, Inc.  #617664-FT1EPNG 3/ 4/	<del>1</del> /1/2 <del>3</del> 2 – 12/31/23 <del>IAGUABLA</del>	20,000	1a/	1/ 2/	800907 ICELERO	<del>54316</del> <del>DPHPWAHA</del> <del>50540</del>
					Alternate Receipt Point(s)	Alternate Delivery Point(s)
					800907 ICELERO 49444 IPELSPRI 50531 ISALTDRW 801266 ITYHLAKE 49073 IBLAKEDR 50498 ISALTCRK 302404 WAHA <del>DELIVERY</del>	302075 IWESTARW 301701 IOASISWA 301621 ILONEWA 301945 IVALEROW 302407 WAHATRAN 49748 DPECSTRL 54316 <del>DPHPWAHA</del>  50540 <del>IAGUABLA</del> 53931 <del>WAHA BI-DI</del> <del>ROLLUP</del>
	1a/	1/ 2/				
			1b/	1/ 2/	All other receipt points within the Permian Basin	All other delivery points within the Permian Basin
			1c/	1/ 2/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.	



- 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 \$2.5854 per Dth per month and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0994 per Dth per day.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the greater of: 1) 90% of the difference of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI El Paso - Permian Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.
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Red Willow Production Company #FT3HM000-FT1EPNG	1/1/23 – 12/31/23	45,000	1a/	1/	1c/	343231 IWSTCOAL	300789 DBLANCO
			1a/	1/	1c/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
						343231 IWSTCOAL	300789 DBLANCO
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						314808 ITWWINRK	314808 ITWWINRK
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- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0400 per Dth per day which shall apply to the Authorized Overrun quantities up to 15,000 Dth per day.
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			1b/	1/ 2/	All other receipt points within the Permian Basin	All other delivery points within the Permian Basin
			1c/	1/ 2/	Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.	

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