



December 9, 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. 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 record listed below for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part II Section 5.48 MIECO LLC #618189-FT1EPNG Version 1.0.0

Proposed with an effective date of December 9, 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 MIECO LLC ("MIECO"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the December 9, 2022 effective date, as discussed below.

Reason for Filing

On November 30, 2022, EPNG submitted a filing that included Agreement No. 618189-FT1EPNG executed with MIECO ("November Filing"). This TSA reflected a negotiated monthly reservation rate of \$8.5167 per dekatherm ("Dth") and a transportation contract demand ("TCD") of 50,000 Dth per day. The November Filing remains pending before the Commission in Docket No. RP23-223-000.

Recently, EPNG and MIECO entered into additional negotiations regarding Agreement No. 618189-FT1EPNG. Those negotiations resulted in the execution of an amendment to the TSA to reflect a new negotiated monthly reservation rate of \$11.0077 per Dth for certain primary-to-alternate transactions for December 9 through December 31, 2022 ("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.¹ 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.²

Part II, Section 5.48³ 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 be effective on December 9, 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

¹ 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).

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

³ Currently, this tariff record remains pending before the Commission in Docket No. RP23-223-000. This tariff record reflects the original contract terms for Agreement No. 618189-FT1EPNG. For purposes of this instant filing, this tariff record is based on the acceptance of the tariff record in Docket No. RP23-223-000. Should that filing not be accepted by the Commission, EPNG will submit the appropriate filing.

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:

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) 325-7105
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/ _____
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 9th day of December 2022.

/s/

Ryan C. Leahy

Post Office Box 1087
Colorado Springs, CO 80944
(205) 325-7105

Clean Tariff Section(s)

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) |
|--|------------------------|----------------|------------------------|---------------|---|---|
| MIECO LLC #618189-FT1EPNG 4/ | 12/9/2022 – 2/28/2023 | 50,000 | 1a/ | 1/ | 43886 RYAN GULCH | 300716 BLANTRAN |
| | 12/9/2022 – 12/31/2022 | | 1a/ | 1/ | Primary and Alternate Receipt Point(s) 43886 RYAN GULCH 302347 STML SJN 302344 STML ANA 302346 STML PER 42235 LOVE RANCH 40237 GREASEWOOD 301016 DSCALEHR 301693 INORBAJA 332569 DAGMOJ | Primary and Alternate Delivery Point(s) 300716 BLANTRAN 300726 BONDTRAN 300729 BONSTRAN 302136 KEYTRAN 302407 WAHATRAN 301595 IKEYSTOR 314350 INGPLMOR 314347 INWPLBLA 301881 ITCOLBLA 41781 DARK CANYON 42223 YELLOW JKT PASS 42235 LOVE RANCH 40379 HARE CANYON 36106 TW BLANCO 332569 DAGMOJ 314513 ICANUTE 334834 IREDBULL 305421 INNDUMAS 301360 IBIGBLUE 54316 DPHPWAHA 53626 STERLING 53595 BENEDUM 53931 WAHA BI-DI ROLLUP 301560 IGRAMARI 49748 DPECSTRL 314430 INN30PLA 314442 INNWAHA 300705 ANADTRAN 50540 IAGUABLA 43886 RYAN GULCH 302075 IWESTARW 301717 IIGNACIO |

| | | | Primary Receipt Point(s) | Primary and Alternate Delivery Point(s) |
|------------------------|-----|----|--|---|
| 12/9/2022 – 12/31/2022 | 1b/ | 1/ | 43886 RYAN GULCH | 301016 DSCALEHR 301693 INORBAJA 314604 DPG&ETOP 332503 DSCALTOP 332554 KRAMER 332531 SOCWR |
| 1/1/2023 – 2/28/2023 | 1a/ | 1/ | 43886 RYAN GULCH 302347 STML SJN 302344 STML ANA 302346 STML PER 42235 LOVE RANCH 40237 GREASEWOOD 301016 DSCALEHR 301693 INORBAJA 332569 DAGMOJ | 300716 BLANTRAN 300726 BONDTRAN 300729 BONSTRAN 332503 DSCALTOP 302136 KEYTRAN 302407 WAHATRAN 301595 IKEYSTOR 301016 DSCALEHR 314350 INGPLMOR 301693 INORBAJA 314604 DPG&ETOP 332554 KRAMER 332531 SOCWR 314347 INWPLBLA 301881 ITCOLBLA 41781 DARK CANYON 42223 YELLOW JKT PASS 42235 LOVE RANCH 40379 HARE CANYON 36106 TW BLANCO 332569 DAGMOJ 314513 ICANUTE 334834 IREDBULL 305421 INNDUMAS 301360 IBIGBLUE 54316 DPHPWAHA 53626 STERLING 53595 BENEDUM 53931 WAHA BI-DI ROLLUP 301560 IGRAMARI 49748 DPECSTRL 314430 INN30PLA 314442 INNWAHA 300705 ANADTRAN 50540 IAGUABLA 43886 RYAN GULCH 302075 IWESTARW |

| | | | | |
|----------------------|-----|----|---|--|
| 1/1/2023 – 2/28/2023 | 1a/ | 1/ | <u>Primary and Alternate Receipt Point(s)</u> | <u>Primary and Alternate Delivery Point(s)</u> |
| | | | | 301717 IIGNACIO |

- 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 \$8.5167 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 \$11.0077 per Dekatherm per Month which shall not be subject to the applicable maximum or minimum reservation rates 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.

Marked Tariff Section(s)

Statement of Negotiated Rates
 (Rates per Dth/day)

| Rate Schedule FT-1 Shipper Identification | Term of Service | TCD (Dth/d) | Reservation Rate 1/ | Usage | Primary Receipt Rate Point(s) | Primary Delivery Point(s) |
|--|-------------------------------|----------------|------------------------|-------|---|--|
| MIECO LLC #618189-FT1EPNG 4/ | 12/9/2022 – 2/28/2023 | 50,000 | 1a/ | 1/ | 43886 RYAN GULCH | 300716 BLANTRAN |
| | <u>12/9/2022 – 12/31/2022</u> | | 1a/ | 1/ | Primary and Alternate Receipt Point(s) | Primary and Alternate Delivery Point(s) |
| | | | | | 43886 RYAN GULCH | 300716 BLANTRAN |
| | | | | | 302347 STML SJN | 300726 BONDTRAN |
| | | | | | 302344 STML ANA | 300729 BONSTRAN |
| | | | | | 302346 STML PER | 302136 KEYTRAN 332503 |
| | | | | | DSCALTOP | |
| | | | | | 42235 LOVE RANCH | 302407 WAHATRAN 302136 |
| | | | | | KEYTRAN | |
| | | | | | 40237 GREASEWOOD | 301595 IKEYSTOR 302407 |
| | | | | | WAHATRAN | |
| | | | | | 301016 DSCALEHR | 314350 INGPLMOR 301595 |
| | | | | | | IKEYSTOR |
| | | | | | 301693 INORBAJA | 314347 INWPLBLA 301016 |
| | | | | | DSCALEHR | |
| | | | | | 332569 DAGMOJ | 301881 ITCOLBLA 314350 |
| | | | | | INGPLMOR | |
| | | | | | | 301693 INORBAJA |
| | | | | | | 314604 DPG&ETOP |
| | | | | | | 332554 KRAMER |
| | | | | | | 332531 SOCWR |
| | | | | | | 314347 INWPLBLA |
| | | | | | | 301881 ITCOLBLA |
| | | | | | | 41781 DARK CANYON |
| | | | | | | 42223 YELLOW JKT PASS |
| | | | | | | 42235 LOVE RANCH |
| | | | | | | 40379 HARE CANYON |
| | | | | | | 36106 TW BLANCO |
| | | | | | | 332569 DAGMOJ |
| | | | | | | 314513 ICANUTE |
| | | | | | | 334834 IREDBULL |
| | | | | | | 305421 INNDUMAS |
| | | | | | | 301360 IBIGBLUE |
| | | | | | | 54316 DPHPWAHA |
| | | | | | | 53626 STERLING |
| | | | | | | 53595 BENEDUM |
| | | | | | | 53931 WAHA BI-DI ROLLUP |
| | | | | | | 301560 IGRAMARI |

| Alternate | Primary and Alternate | Primary and Receipt |
|----------------------|----------------------------------|---|
| Point(s) | Delivery Point(s) | |
| | | 49748 DPECSTRL |
| | | 314430 INN30PLA |
| | | 314442 INNWAHA |
| | | 300705 ANADTRAN |
| | | 50540 IAGUABLA |
| | | 43886 RYAN GULCH |
| | | 302075 IWESTARW |
| | | 301717 IIGNACIO |

| | | Primary | Primary and Alternate |
|-------------------------------|------------|------------------|--------------------------------|
| | | Receipt Point(s) | Delivery Point(s) |
| <u>12/9/2022 – 12/31/2022</u> | <u>1b/</u> | <u>1/</u> | <u>43886 RYAN GULCH</u> |
| | | | <u>301016 DSCALEHR</u> |
| | | | <u>301693 INORBAJA</u> |
| | | | <u>314604 DPG&ETOP</u> |
| | | | <u>332503 DSCALTOP</u> |
| | | | <u>332554 KRAMER</u> |
| | | | <u>332531 SOCWR</u> |
| <u>1/1/2023 – 2/28/2023</u> | <u>1a/</u> | <u>1/</u> | <u>43886 RYAN GULCH</u> |
| | | | <u>300716 BLANTRAN</u> |
| | | | <u>302347 STML SJN</u> |
| | | | <u>300726 BONDTRAN</u> |
| | | | <u>302344 STML ANA</u> |
| | | | <u>300729 BONSTRAN</u> |
| | | | <u>302346 STML PER</u> |
| | | | <u>332503 DSCALTOP</u> |
| | | | <u>42235 LOVE RANCH</u> |
| | | | <u>302136 KEYTRAN</u> |
| | | | <u>40237 GREASEWOOD</u> |
| | | | <u>302407 WAHATRAN</u> |
| | | | <u>301016 DSCALEHR</u> |
| | | | <u>301595 IKEYSTOR</u> |
| | | | <u>301693 INORBAJA</u> |
| | | | <u>301016 DSCALEHR</u> |
| | | | <u>332569 DAGMOJ</u> |
| | | | <u>314350 INGPLMOR</u> |
| | | | <u>301693 INORBAJA</u> |
| | | | <u>314604 DPG&ETOP</u> |
| | | | <u>332554 KRAMER</u> |
| | | | <u>332531 SOCWR</u> |
| | | | <u>314347 INWPLBLA</u> |
| | | | <u>301881 ITCOLBLA</u> |
| | | | <u>41781 DARK CANYON</u> |
| | | | <u>42223 YELLOW JKT PASS</u> |
| | | | <u>42235 LOVE RANCH</u> |
| | | | <u>40379 HARE CANYON</u> |
| | | | <u>36106 TW BLANCO</u> |
| | | | <u>332569 DAGMOJ</u> |
| | | | <u>314513 ICANUTE</u> |
| | | | <u>334834 IREDBULL</u> |
| | | | <u>305421 INNDUMAS</u> |
| | | | <u>301360 IBIGBLUE</u> |
| | | | <u>54316 DPHPWAHA</u> |
| | | | <u>53626 STERLING</u> |
| | | | <u>53595 BENEDUM</u> |
| | | | <u>53931 WAHA BI-DI ROLLUP</u> |
| | | | <u>301560 IGRAMARI</u> |
| | | | <u>49748 DPECSTRL</u> |
| | | | <u>314430 INN30PLA</u> |
| | | | <u>314442 INNWAHA</u> |
| | | | <u>300705 ANADTRAN</u> |
| | | | <u>50540 IAGUABLA</u> |
| | | | <u>43886 RYAN GULCH</u> |
| | | | <u>302075 IWESTARW</u> |

| | | | Primary and Alternate Receipt Point(s) | Primary and Alternate Delivery Point(s) |
|--|-----------------------------|------------|---|--|
| | <u>1/1/2023 – 2/28/2023</u> | <u>1a/</u> | <u>1/</u> | <u>301717 IIGNACIO</u> |

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 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.