



November 29, 2023

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. RP24-

Commissioners:

El Paso Natural Gas Company, L.L.C. ("EPNG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the following tariff records for inclusion in Part II of EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.0	Statement of Negotiated Rates	Version 50.0.0
Section 5.25	Red Willow Production #FT3HM000-FT1EPNG	Version 2.0.0
Section 5.49	Sempra Gas & Power Mktg #618975-FT1EPNG	Version 0.0.0

Proposed with an effective date of January 1, 2024, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect a negotiated rate transportation service agreement ("TSA") executed with Sempra Gas & Power Marketing, LLC ("Sempra") and an amendment to an existing negotiated rate TSA executed with Red Willow Production Company ("Red Willow").

### **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 executed amendments to two existing TSAs with Red Willow and Sempra.

### ***Red Willow Amendment***

The amendment to the Red Willow TSA, Agreement No. FT3HM000-FT1EPNG, reflects a term extension beginning January 1, 2024 and continuing through December 31, 2025, for the same underlying transportation contract

demand (“TCD”) and negotiated reservation rates as currently shown on the existing agreement.<sup>1</sup>

### *Sempra Amendment*

The amendment to the Sempra TSA, Agreement No. 618975-FT1EPNG, reflects a term extension as well as a change from being subject to a discounted rate to being subject to a fixed negotiated rate. In particular, a negotiated reservation rate of \$12.1667 per Dth per month will apply for the period January 1, 2024 through December 31, 2038 and, subsequently, EPNG’s maximum applicable reservation rate for Rate Schedule FT-1 service found in the Tariff will apply for the remaining period of January 1, 2039 through December 31, 2048. The current TCD of 50,000 dekatherms (“Dth”) per day will continue to apply.

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>3</sup> In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms.

### **Description of Filing**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2022) 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 Sempra TSA.<sup>5</sup>

Part II, Sections 5.25 and 5.49 reflect the negotiated rates and terms applicable to the Red Willow TSA and Sempra TSA, respectively. Specifically, the proposed tariff records each include the legal name of the shipper, the negotiated rates, 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 records to note that the underlying agreement conforms in all material respects with EPNG’s Rate Schedule FT-1 pro forma service agreement.

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<sup>1</sup> EPNG’s filing of the existing agreement was accepted by the Commission on December 14, 2022 in Docket No. RP23-224-000.

<sup>3</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>4</sup> 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

<sup>5</sup> Currently, the Red Willow TSA is listed on this tariff record and, as such, a modification to the list for such TSA is not necessary.

**Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>6</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, 2024, 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 record 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 2563  
Birmingham, AL 35202-2563  
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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 (2022)).

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<sup>6</sup> 18 C.F.R. §§ 154.1 – 154.603 (2022).

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 Birmingham, Alabama as of this 29<sup>th</sup> day of November, 2023.

/s/

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

Post Office Box 2563  
Birmingham, AL 35202-2563  
(205) 325-7105

**Clean Tariff Section(s)**

**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	Tenaska Marketing Ventures #618375-FT1EPNG
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	NRG 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
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	PDC Permian, Inc. #617645-FT1EPNG
Section 5.38	Targa Gas Marketing LLC #617744-FT1EPNG
Section 5.39	Devon Gas Services, L.P. #616483-FT1EPNG
Section 5.40	Hartree Partners, LP #614700-FT1EPNG
Section 5.41	MIECO LLC #617902-FT1EPNG

Section 5.42	Radiate Energy LLC #617939-FT1EPNG
Section 5.43	Eco-Energy Natural Gas, LLC #617940-FT1EPNG
Section 5.44	Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45	Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46	ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47	EOG Resources, Inc. #617664-FT1EPNG
Section 5.48	MIECO LLC #618189-FT1EPNG
Section 5.49	Sempra Gas & Power Marketing, LLC #618975-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	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Red Willow Production Company #FT3HM000-FT1EPNG	1/1/24 – 12/31/25	45,000	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
			1b/	1/		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.	

- 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 \$0.0400 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 Service		TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #618975-FT1EPNG 4/	1/1/2024 – 12/31/2038	January February December	50,000	1a/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
	1/1/2039 – 12/31/2048	January February December	50,000	1/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
	1/1/2024 – 12/31/2038	March April May October November	50,000	1a/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
	1/1/2039 – 12/31/2048	March April May October November	50,000	1/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
	1/1/2024 – 12/31/2038	June July August September	50,000	1a/	1/2/3/	50505 IMAYFLDR 50505 IMAYFLDR	301016 DSCALEHR 332503 DSCALTOP
	1/1/2039 – 12/31/2048	June July August September	50,000	1/	1/2/3/	50505 IMAYFLDR 50505 IMAYFLDR	301016 DSCALEHR 332503 DSCALTOP
	1/1/2024 – 12/31/2038			1a/	1/2/3/	Primary and Alternate Receipt Point(s) All EPNG Receipt Points except those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff	Primary and Alternate Delivery Point(s) All EPNG Delivery Points except those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff

- 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 \$12.1667 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.
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**Marked Tariff Section(s)**

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 (Rates per Dth/day)

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Red Willow Production Company #FT3HM000-FT1EPNG	1/1/2 <del>4</del> 3 – 12/31/2 <del>5</del> 3	45,000	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
			1b/	1/		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 <del>in this Exhibit B.</del>	

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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.

Effective on: January 1, 2024

- 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.
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