



February 22, 2024

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

Attention: Ms. Debbie-Anne A. Reese, Acting 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 52.0.0
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG	Version 2.0.0
Section 5.32	EDF Trading N America, LLC #612616-FT1EPNG	Version 1.0.0

Proposed with an effective date of April 1, 2024, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") and an amendment to an existing negotiated rate TSA.

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 a new negotiated rate TSA with Citadel Energy Marketing LLC ("Citadel") and an amendment to an existing negotiated rate TSA with EDF Trading North America, LLC ("EDF").

Citadel TSA

The Citadel TSA, Agreement No. 619629-FT1EPNG, reflects a term beginning April 1, 2024 and continuing through March 31, 2031, for a transportation contract demand ("TCD") of up to 100,000 dekatherms per day. A fixed negotiated reservation rate of \$12.1667 per dekatherm per month will apply

and this reservation rate includes any otherwise applicable additional reservation charges associated with the off-system capacity points listed in the TSA.¹

EDF Amendment

The amendment to the EDF TSA, Agreement No. 612616-FT1EPNG, reflects a ten-year term extension of the underlying TCD of 28,000 dekatherms per day. Additionally, the amended TSA includes a fixed negotiated reservation rate of \$17.1854 per Dth per month and such rate will also apply to the alternate points included in the TSA.

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 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) (2023) and Subpart C of Part 154 of the Commission's regulations.³

The index page for Negotiated Rate Agreements found on Part II, Section 5.0 is updated to list the Citadel TSA.⁴

Part II, Sections 5.5 and 5.32 reflect the negotiated rates and terms applicable to the Citadel TSA and EDF 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.

¹ EPNG acquired off-system capacity from TransColorado Gas Transmission Company LLC ("TransColorado") pursuant to Section 4.9 of the General Terms and Conditions of EPNG's Tariff. Additionally, this off-system capacity includes certain TransColorado points that are identified in the Citadel TSA.

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 (2023) (Subpart C).

⁴ Currently, the EDF 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,⁵ 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 April 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:

Ms. Shelly L. Busby
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 520-4657
EPNGRegulatoryAffairs@kindermorgan.com

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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 (2023)).

⁵ 18 C.F.R. §§ 154.1 – 154.603 (2023).

The undersigned hereby certifies that she 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 her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

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

By _____ /s/ _____
Shelly L. Busby
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 22nd day of February 2024.

/s/

Shelly L. Busby

Post Office Box 1087
Colorado Springs, CO 80944-1087
(719) 520-4657

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	Citadel Energy Marketing LLC #619629-FT1EPNG
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	Reserved
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 Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Citadel Energy Marketing LLC #619629-FT1EPNG 4/	4/1/24 – 3/31/31	100,000	Apr - Dec	1a/	1/ 2/ 3/	43886 RYAN GULCH	301016 DSCALEHR
		72,926	Jan			43886 RYAN GULCH	314604 DPG&ETOP
		100,000	Feb - Mar				
				1a/	1/ 2/ 3/	<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
						36101 GREASEWOOD 40237 GREASEWOOD X 36105 EL PASO BLANCO 42235 LOVE RANCH 43886 RYAN GULCH	36105 EL PASO BLANCO 36106 TW BLANCO 41781 DARK CANYON 42235 LOVE RANCH 42223 YELLOW JACKET 43886 RYAN GULCH
						All Receipt Points as they may change from time to time, excluding 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 as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time

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 Dth per Month as the applicable total reservation rate (inclusive of any otherwise applicable additional reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter’s capacity on TransColorado Gas Transmission Company LLC’s pipeline system pursuant to Section 4.9 of the GT&C of Transporter’s Tariff), 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.

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)
EDF Trading North America, LLC #612616-FT1EPNG 4/	4/1/24 – 3/31/34	28,000	1a/	1/2/3/	302248 PLAINS	314604 DPG&ETOP
			1a/	1/2/3/	<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
					All Receipt Points as they may change from time to time, excluding 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 as that provision may move or change from time to time	All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time

- 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 \$17.1854 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.
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Section 5.5	Reserved Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	EOG Resources, Inc. #FT3HT000-FT1EPNG
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Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
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Statement of Negotiated Rates
 (Rates per Dth/day)

<u>Rate Schedule FT-1</u>	<u>Term of</u>	<u>TCD</u>	<u>Reservation</u>	<u>Usage</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>	
<u>Shipper Identification</u>	<u>Agreement</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate</u>	<u>Point(s)</u>	<u>Point(s)</u>	
Citadel Energy Marketing LLC	4/1/24 – 3/31/31	100,000	Apr - Dec	1a/	1/ 2/ 3/	43886 RYAN GULCH	301016 DSCALEHR
#619629-FT1EPNG 4/		72,926	Jan			43886 RYAN GULCH	314604 DPG&ETOP
		100,000	Feb - Mar				
				1a/	1/ 2/ 3/	<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
						36101 GREASEWOOD	36105 EL PASO BLANCO
						40237 GREASEWOOD X	36106 TW BLANCO
						36105 EL PASO BLANCO	41781 DARK CANYON
						42235 LOVE RANCH	42235 LOVE RANCH
						43886 RYAN GULCH	42223 YELLOW JACKET
							43886 RYAN GULCH
						<u>All Receipt Points as they may change from time to time, excluding 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 as that provision may move or change from time to time</u>	<u>All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time</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.

~~Reserved~~

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)
EDF Trading North America , LLC #612616-FT1EPNG 4/	4/1/2 4 – 3/31/ 3 24	28,000	1a/	1/2/3/	302248 PLAINS	314604 DPG&ETOP
Delivery			1a/	1/2/3/	Primary and Alternate Receipt Primary and Alternate <u>Receipt Point(s)</u>	Primary and Alternate <u>Delivery Point(s)</u>
					<u>All Receipt Points as they may change from time to time, excluding 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 as that provision may move or change from time to time</u>	<u>All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time</u>
					_____ 302344 STML ANA	_____ 314350 INGPLMOR
					302346 STML PER	301360 IBIGBLUE
					302347 STML SJN	301945 IVALEROW
					43886 RYAN GULCH	314604 DPG&ETOP
					332503 DSCALTOP	
					302075 IWESTARW	
					301701 IOASISWA	
					301621 ILONEWA	
					_____ 320614 IGRIFFTH	
					_____ 301595 IKEYSTOR	
					_____ 301641 IMCHRNCH	

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