

Northern Natural Gas Company P.O. Box 3330 Omaha, NE 68103-0330 402 398-7200

February 29, 2024

Ms. Debbie-Anne Reese, Acting Secretary Federal Energy Regulatory Commission 888 First Street, N.E. Washington, D.C. 20426

RE: Northern Natural Gas Company Docket No. RP24-____ Negotiated Rate Transactions

Dear Ms. Reese:

Northern Natural Gas Company ("Northern") hereby submits the following tariff sheets for filing as part of its F.E.R.C. Gas Tariff, Sixth Revised Volume No. 1 (the "Tariff"), to be effective March 1, 2024:

SIXTH REVISED VOLUME NO. 1 Forty First Revised Sheet No. 66B.22b

Twenty Third Revised Sheet No. 66B.32 Twenty Second Revised Sheet No. 66B.35

Reason for Filing

On June 7, 1996, in Docket No. RP96-272-000, Northern filed tariff sheets permitting it to negotiate rates in accordance with the Commission's Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, issued January 31, 1996, in Docket No. RM95-6-000 (the "Policy Statement").¹ The Commission accepted the tariff sheets in an order issued July 5, 1996 (the "1996 Order").

The reason for this filing is to update tariff sheets to reflect the extension of negotiated rate service agreements with Freepoint Commodities LLC ("Freepoint") and Eco-Energy Natural Gas, LLC ("Eco").

¹ 74 FERC ¶ 61,076 (1996).

Debbie-Anne Reese, Acting Secretary February 29, 2024 Page 2 of 3

Revised Transactions

Freepoint – Contract 139181:

Sheet No. 66B.22b is being updated to reflect the extension of the agreement from 3/1/24 through 3/31/24. The negotiated rate provisions are set forth in footnote 344.

Eco – Contract 141380:

Sheet No. 66B.32 is being updated to reflect the extension of the agreement from 3/1/24 through 3/31/24. The negotiated rate provisions are set forth in footnote 365.

Eco – Contract 141587:

Sheet No. 66B.35 is being updated to reflect the extension of the agreement from 3/1/24 through 3/31/24. The negotiated rate provisions are set forth in footnote 368.

Other Regulatory Requirements

The negotiated rate transactions shall be reflected on Northern's transactional report.

In accordance with the Commission's 1996 Order, Northern will keep separate and identifiable its negotiated rate information in such form that it can be filed and separately totaled, in particular, as part of and in the format of Statements G, I, and J in Northern's future rate cases.

Waivers

The Policy Statement provides: "the Commission will readily grant requests to waive the 30-day notice requirement" for negotiated rate filings.² Accordingly, Northern respectfully requests the Commission grant waiver of section 154.207 and any other waivers of its Regulations it deems necessary to allow this filing to become effective March 1, 2024.

Posting

Northern has served an electronic copy of this filing upon its customers and interested state regulatory commissions.

 $^{^2}$ 74 FERC ¶ 61,076 at 61,241-2 (1996). See NorAm Gas Transmission Company, 77 FERC ¶ 61,011 at 61,034-5 (1996).

Debbie-Anne Reese, Acting Secretary February 29, 2024 Page 3 of 3

Marked Version

In accordance with section 154.201 of the Commission's Regulations, Northern submits herewith a marked version of the proposed tariff changes highlighting new additions and showing deletions by strikeout.

Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission's Regulations, Northern hereby moves to place the tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

Data Processing Requirements

Northern submits this filing through FERC's electronic tariff filing process in a FERC-approved format.

Communication

It is respectfully requested that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon each of the following:

Luis Valdivia Manager, Rates and Tariffs Northern Natural Gas Company 1111 South 103rd Street Omaha, NE 68124-1000 (402) 398-7393 luis.valdivia@nngco.com

Respectfully submitted,

/s/ Luis Valdivia

Luis Valdivia Manager, Rates and Tariffs

Attachments

Britany Shotkoski Senior Attorney Northern Natural Gas Company 1111 South 103rd Street Omaha, NE 68124-1000 (402) 398-7077 britany.shotkoski@nngco.com 344/ For the period 3/1/2024 through 3/31/2024, the daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.04; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc on this Agreement. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

Northern shall have the unilateral right upon providing 48 hours advance written notice to convert (Conversion Notice) this entitlement to maximum tariff rates. If Northern provides such notice, Shipper shall have the unilateral right to reduce the MDQ of this Agreement to 50 Dth/day by providing Northern written notice within 6 hours of the Conversion Notice. Any such reduction will be effective at Shipper's election as of the date of Shipper's written notice. Northern and Shipper may agree to realign rather than reduce the MDQ at an agreed upon rate.

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In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

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If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 16,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

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In the event component (D) in the formula above (Index price from "Gas Daily" ICE El Paso, Plains Pool) is not published on a day; Northern and Shipper may mutually agree on a daily price to be used in place of the index associated with (D) above. In the event Northern and Shipper are unable to agree on the daily price, in place of the index associated with (D) above, (D) will be equal to the greater of the Midpoint price of "Gas Daily" El Paso, San Juan; "Gas Daily" ANR, Okla.; or "Gas Daily" Panhandle, Tx.-Okla.

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Northern shall have the unilateral right upon providing 48 hours advance written notice (Conversion Notice) to convert the Rate for this entitlement to \$0.75/Dth/day. If Northern provides such notice, Shipper shall have the unilateral right to reduce the MDQ of this Agreement to 50 Dth/day by providing Northern written notice within 6 hours of the Conversion Notice. Any such reduction will be effective at Shipper's election as of the date of Shipper's written notice. Northern and Shipper may agree to realign rather than reduce the MDQ at an agreed upon rate.

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