



Ruby Pipeline, LLC

January 5, 2024

Debbie-Anne A. Reese, Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE, Room 1A  
Washington, DC 20426

Re: Ruby Pipeline, LLC  
Negotiated Rate Agreement  
Docket No. RP24-\_\_\_\_-000

Dear Acting Secretary Reese:

Ruby Pipeline, LLC (“Ruby”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission” or “FERC”) to become part of Ruby’s FERC Gas Tariff, Original Volume No. 1 (“Tariff”), the following revised tariff sections (the “Proposed Tariff Sections”) with a requested effective date of January 6, 2024.

<u>Section Name</u>	<u>Section Version</u>
Part II: Stmt. of Rates, Section 4 – Statement of Negotiated Rates	10.0.0
Part II: Stmt. of Rates, Section 4.1 – Reserved	6.0.0
Part II: Stmt. of Rates, Section 4.2 – Castleton #959579-PALRUBY	5.0.0
Part II: Stmt. of Rates, Section 4.3 – Reserved	6.0.0

Pursuant to Part 154 of the Commission’s regulations,<sup>1</sup> the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission’s eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission’s eLibrary; and
4. This transmittal letter.

#### **Statement of the Nature, Reasons, and Basis for the Proposed Changes**

Pursuant to 18 CFR § 154.601, Ruby is submitting this instant filing to implement one negotiated rate transportation service agreement (“TSA”) between Ruby and:

Castleton Commodities Merchant Trading L.P., Contract No. 959579-PALRUBY

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<sup>1</sup> 18 CFR § 154 (2023).

A copy of the TSA is attached hereto. The contract has an effective date of January 6, 2024. Pursuant to Section 4.14 of the General Terms and Conditions of its Tariff, Ruby has authority to negotiate rates in accordance with the Commission's Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines ("Policy Statement").<sup>2</sup> This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Ruby herein files the Proposed Tariff Sections which list the subject agreements, including, *inter alia*, the shipper's name, contract number, and contract terms.

Ruby hereby affirms that the TSA identified above does not deviate in any material respect from the form of service agreement in the Tariff.

Ruby requests that the Commission accept this filing and permit the Proposed Tariff Sections set forth herein to become effective on January 6, 2024, consistent with the effective date of the TSA.

### **Housekeeping Matters**

As part of this filing, Ruby is also reflecting in the Proposed Tariff Sections the following housekeeping changes, with the same proposed effective date of January 6, 2024:

Part II: Stmt. of Rates, Section 4 - Statement of Negotiated Rates, Version No. 10.0.0

- Remove references to Contract Nos. 219586-FTRUBY and 219594-FTRUBY, as they expired on October 31, 2023.

Part II: Stmt. of Rates, Section 4.1 - Reserved, Version 6.0.0

- Remove Contract No. 219586-FTRUBY, as the contract expired on October 31, 2023, and reserve for future use.

Part II: Stmt. of Rates, Section 4.3 - Reserved, Version 6.0.0

- Remove Contract No. 219594-FTRUBY, as the contract expired on October 31, 2023, and reserve for future use.

### **Procedural Matters**

Pursuant to the Commission's regulations, Ruby is submitting this filing via electronic filing. Ruby requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on January 6, 2024. If the Commission suspends the Proposed Tariff Sections, Ruby hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Ruby to change any aspect of Ruby's proposal prior to

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<sup>2</sup> *Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194, *order on reh'g*, 75 FERC ¶ 61,024 (1996), *order modifying negotiated rate policy*, 104 FERC ¶ 61,134 (2003); *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006) ("Policy Statement").

Debbie-Anne A. Reese, Acting Secretary

January 5, 2024

Page 3 of 3

these Proposed Tariff Sections becoming effective, Ruby reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

In compliance with 18 CFR § 154.204(f), Ruby states that it has no other filings pending before the Commission that will significantly affect the Proposed Tariff Sections tendered in this proceeding.

Ruby requests that all Commission orders and correspondence as well as pleadings and correspondence by other parties concerning this filing be served on each of the following:

L. Drew Cutright  
Vice President, Regulatory Affairs  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
303-763-3438  
drew.cutright@tallgrass.com

Janna Romaine Chesno  
Assistant General Counsel  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
720-442-8862  
janna.chesno@tallgrass.com

A copy of this filing is being served on Ruby's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Ruby's office in Lakewood, Colorado.

#### **Certification**

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,



L. Drew Cutright  
Vice President, Regulatory Affairs  
Tallgrass Energy, LP

Authorized Representative of Ruby Pipeline, LLC

## **Clean Tariff Records**

**Statement of Negotiated Rates**

Section 4.1	Reserved
Section 4.2	Castleton Commodities Merchant Trading L.P. #959579-PALRUBY
Section 4.3	Reserved
Section 4.4	Reserved

Reserved for future use.

**PAL SERVICE REQUEST ORDER (“PAL RO”)**  
 related to  
 INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT  
 RATE SCHEDULE PAL

between

**RUBY PIPELINE, L.L.C.**

and

**CASTLETON COMMODITIES MERCHANT TRADING L.P.**  
 (Shipper)

Dated: January 5, 2024

1. **PAL Agreement No:** \_\_\_\_\_ **Type of Service:** Park  Loan   
 2. **Maximum PAL Quantity:** 15,000 (Dth)  
 3. **PAL Point(s):**

Initiation Point Name(s)and PIN(s): GASTRANS/RUBY (TQF) TURQUOISE FLATS/942002  
 Completion Point Name(s)and PIN(s): GASTRANS/RUBY (TQF) TURQUOISE FLATS/942002

4. **Schedule:**

Date(s) Service to be Provided (May Reflect a Range of Dates)		Daily PAL Quantity (Dth) (May Reflect a Range of Quantities)			
<u>From</u>	<u>Through</u>	<u>Park or Loan Payback</u>		<u>Loan or Park Withdrawal</u>	
		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
1. 1/06/2024	1/08/2024	0	5,000		
2. 1/09/2024	1/31/2024			0	800

5. **Park and Loan Rates:** Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL or other superseding Rate Schedule, as such rates may be changed from time to time. Pursuant to this PAL RO or Rate Schedule PAL, a discount rate or a negotiated rate may apply pursuant to an agreement of the parties of this PAL RO based on GT&C Section 4.13 or GT&C Section 4.14, respectively. Rates may vary based on quantity, time period, etc.

<u>From</u>	<u>Through</u>	<u>Rate Description</u>	<u>Rate</u>
01/06/2024	01/31/2024	Additional Terms Permitted by Tariff	In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay a negotiated Flat Fee of \$48,000, which will be prorated for the actual quantity nominated and confirmed.

6. **Negotiated Rate:** Yes  No

7. **Notices, Statements, and Bills:**

**To Shipper:**

**Invoices:**

CASTLETON COMMODITIES MERCHANT TRADING L.P.  
2200 ATLANTIC STREET  
SUITE 800  
STAMFORD, CT 06902-6834  
Attn: Natural Gas Settlements

**All Notices:**

CASTLETON COMMODITIES MERCHANT TRADING L.P.  
2200 ATLANTIC STREET  
SUITE 800  
STAMFORD, CT 06902-6834  
Attn: Contract Administration

**To Transporter:** See "Points of Contact" in the Tariff.

**IN WITNESS WHEREOF**, the parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.



**TRANSPORTER:**

**RUBY PIPELINE, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**SHIPPER:**

**CASTLETON COMMODITIES MERCHANT TRADING L.P.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Reserved for future use.

## **Marked Tariff Records**

**Statement of Negotiated Rates**

Section 4.1	<del>Reserved</del> <del>Southwest Gas Corporation #219586-FTRUBY</del>
Section 4.2	<del>Castleton Commodities Merchant Trading L.P. #959579-PALRUBY</del> <del>Reserved</del>
Section 4.3	<del>Reserved</del> <del>Southwest Gas Corporation #219594-FTRUBY</del>
Section 4.4	Reserved

Reserved for future use.

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT	Term of	MDQ	Reservation	Commodity	Authorized	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate 1/	Overrun	Point(s)	Point(s)
Southwest Gas Corporation #219586-FTRUBY	10/1/2023 – 10/31/2023	2,700	1a/	1/	1/	941002 TOPAZ RIDGE	942000 OPAL VALLEY
			1a/	1/		941002 TOPAZ RIDGE	942000 OPAL VALLEY
						941001 PEARL CREEK	801215 GEMSTONE CANYON
						941000 DIAMONDVILLE	
						800230 EMERALD SPRINGS	
						801215 GEMSTONE CANYON	
						801211 EASTERN HEADSTATION	
						POOL	

1/ — 1/ — Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary 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 for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.

1a/ — As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$2.4333 per Dth 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/ — FL&U Reimbursement Percentages shall be as stated on Transporter's Statement of Rates in the Tariff, as it may be changed from time to time, unless otherwise agreed between the Parties.

3/ — Surcharges, If Applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as such surcharges may be changed from time to time, unless otherwise agreed to by the parties.

**Greenhouse Gas Costs:**

~~If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to GT&C Section 24.~~

~~ACA:~~

~~The ACA Surcharge shall be assessed pursuant to GT&C Section 17 of the Tariff.~~

~~4/ EPC 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.~~

~~5/ This contract does not deviate in any material aspect from the form of service agreement.~~

**PAL SERVICE REQUEST ORDER (“PAL RO”)**  
related to  
**INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT**  
**RATE SCHEDULE PAL**

between

**RUBY PIPELINE, L.L.C.**

and

**CASTLETON COMMODITIES MERCHANT TRADING L.P.**  
(Shipper)

Dated: January 5, 2024

1. **PAL Agreement No:** \_\_\_\_\_ **Type of Service:** Park X Loan \_\_\_\_\_.  
2. **Maximum PAL Quantity:** 15,000 (Dth)  
3. **PAL Point(s):** \_\_\_\_\_

Initiation Point Name(s)and PIN(s): GASTRANS/RUBY (TOF) TURQUOISE FLATS/942002

Completion Point Name(s)and PIN(s): GASTRANS/RUBY (TOF) TURQUOISE FLATS/942002

**4. Schedule:**

<u>Date(s) Service to be Provided</u>		<u>Daily PAL Quantity (Dth)</u>			
<u>(May Reflect a Range of Dates)</u>		<u>(May Reflect a Range of Quantities)</u>			
<u>From</u>	<u>Through</u>	<u>Park or Loan Payback</u>		<u>Loan or Park Withdrawal</u>	
		<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
1. 1/06/2024	1/08/2024	0	5,000		
2. 1/09/2024	1/31/2024			0	800

5. **Park and Loan Rates:** Unless otherwise agreed by the Parties in this PAL RO, the Park and Loan Rates for service shall be Transporter's then effective maximum rates for service under Rate Schedule PAL or other superseding Rate Schedule, as such rates may be changed from time to time. Pursuant to this PAL RO or Rate Schedule PAL, a discount rate or a negotiated rate may apply pursuant to an agreement of the parties of this PAL RO based on GT&C Section 4.13 or GT&C Section 4.14, respectively. Rates may vary based on quantity, time period, etc.

<u>From</u>	<u>Through</u>	<u>Rate Description</u>	<u>Rate</u>
<u>01/06/2024</u>	<u>01/31/2024</u>	<u>Additional Terms</u> <u>Permitted by Tariff</u>	<u>In lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay a negotiated Flat Fee of \$48,000, which will be prorated for the actual quantity nominated and confirmed.</u>

6. **Negotiated Rate:** Yes  No

7. **Notices, Statements, and Bills:**

**To Shipper:**

**Invoices:**

CASTLETON COMMODITIES MERCHANT TRADING L.P.  
2200 ATLANTIC STREET  
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Attn: Contract Administration

**To Transporter:** See "Points of Contact" in the Tariff.

IN WITNESS WHEREOF, the parties have executed this PAL RO. This PAL RO may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.



**TRANSPORTER:**

**SHIPPER:**

**RUBY PIPELINE, L.L.C.**

**CASTLETON COMMODITIES MERCHANT TRADING L.P.**

Accepted and agreed to this

Accepted and agreed to this

       day of       , 2023.

       day of       , 2023.

Reserved

Reserved for future use.

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT	Term of	MDQ	Reservation	Commodity	Authorized	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate 1/	Overrun	Point(s)	Point(s)
Southwest Gas Corporation #219594-FTRUBY	10/1/2023 – 10/31/2023	17,600	1a/	1/	1/	941002-TOPAZ RIDGE	48351-JADE FLATS –6,600 (D/th per Day)
			1a/	1/			942000-OPAL VALLEY –11,000 (D/th per Day)
						<u>Secondary Receipt Point(s)</u>	<u>Secondary Delivery Point(s)</u>
						— 941002-TOPAZ RIDGE	— 942000-OPAL VALLEY
						— 941001-PEARL CREEK	— 801215-GEMSTONE CANYON
						— 941000-DIAMONDVILLE	— 48351-JADE FLATS
						— 800230-EMERALD SPRINGS	— 942001-SAPPHIRE MOUNTAIN
						— 801215-GEMSTONE CANYON	
						— 801211-EASTERN HEADSTATION	
						— POOL	

1/ ——— 1/ ——— Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary 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 for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.

1a/ ——— As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$9.1250 per Dth 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/ ——— FL&U Reimbursement Percentages shall be as stated on Transporter's Statement of Rates in the Tariff, as it may be changed from time to time, unless otherwise agreed between the Parties.

~~3/ Surcharges, If Applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as such surcharges may be changed from time to time, unless otherwise agreed to by the parties.~~

~~**Greenhouse Gas Costs:**~~

~~If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to GT&C Section 24.~~

~~**ACA:**~~

~~The ACA Surcharge shall be assessed pursuant to GT&C Section 17 of the Tariff.~~

~~4/ EPC 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.~~

~~5/ This contract does not deviate in any material aspect from the form of service agreement.~~