



Ruby Pipeline, LLC

November 27, 2024

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

Re: Ruby Pipeline, LLC  
Negotiated Rate Agreements  
Docket No. RP25-\_\_\_\_-000

Dear 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 December 1, 2024.

<u>Section Name</u>	<u>Section Version</u>
Part II: Stmt. of Rates, Section 4 – Statement of Negotiated Rates	12.0.0
Part II: Stmt. of Rates, Section 4.3 – ConocoPhillips #961007	7.0.0
Part II: Stmt. of Rates, Section 4.4 – Castleton #961011	2.0.0

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 two new negotiated rate transportation service agreements (“TSAs”) between Ruby and:

ConocoPhillips Company, Contract No. 961007  
Castleton Commodities Merchant Trading L.P., Contract No. 961011

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<sup>1</sup> 18 CFR § 154 (2024).

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Copies of the TSAs are attached hereto. The contracts have an effective date of December 1, 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 shippers' names, contract numbers, and contract terms.

Ruby hereby affirms that the TSAs identified above do 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 December 1, 2024, consistent with the effective date of the TSAs.

### **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 December 1, 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 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

Stewart J. Merrick  
Assistant General Counsel  
Tallgrass Energy, LP  
370 Van Gordon Street  
Lakewood, CO 80228  
801-230-8442  
stewart.merrick@tallgrass.com

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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").

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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,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized and cursive.

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	Pacific Gas & Electric Co. #220127-FTRUBY
Section 4.2	Castleton Commodities Merchant Trading L.P. #959579-PALRUBY
Section 4.3	ConocoPhillips Company #961007
Section 4.4	Castleton Commodities Merchant Trading L.P. #961011

Statement of Negotiated Rates (Rates per Dth/day)							
Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/	Commodity Rate 1/	Authorized Overrun	Primary Receipt Point(s)	Primary Delivery Point(s)
ConocoPhillips Company #961007	12/1/2024 – 12/31/2024	15,000	1/	1/	1/	941000 DIAMONDVILLE	942002 TURQUOIS FLATS
			1a/	1/		<u>Secondary Receipt Point(s)</u>	<u>Secondary Delivery Point(s)</u>
						941001 PEARL CREEK 941002 TOPAZ RIDGE 800230 EMERALD SPRINGS 801215 GEMSTONE CANYON 801211 OPAL HUB POOL POINT	942000 OPAL VALLEY 801215 GEMSTONE CANYON 48351 JADE FLATS 942001 SAPHIRE MOUNTAIN 942004 ONYX HILL 800842 GOLD PAN DELIVER 55160 THUNDERE DELIVERY 801221 MALIN HUB POOL POINT

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) \$3.29000 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.

In addition to the fixed negotiated monthly reservation rate, a shipper awarded capacity in this Open Season will also pay Ruby the Monthly Sharing Amount (defined below), which will be calculated in the manner described below, or the Alternative Rate, as applicable, calculated in the following manner:

On each day during the transportation term, Ruby will calculate the Net Daily Spread (as described below) or, if applicable, the Alternative Rate. The Net Daily Spread or, if applicable, the Alternate Rate, will then be multiplied by a shipper's delivered quantity under the transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), Ruby will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly

Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Electric Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for the PG&E Malin Midpoint price, as published by Platts Gas Daily, if the delivery location is on Segments 20, 30, 40, 50 or 60.
- b. Minus the daily index price for the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 10 or 20.
- c. Minus the sum of the following: (i) the applicable Ruby Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsection (b), immediately above; (ii) the applicable Electric Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) for Shipper’s delivered quantity up to the MDQ; (iv) the applicable commodity rate; and (v) the ACA rate.

Alternative Rate: When the Alternative Rate Triggers apply, Shipper shall pay the higher of (i) \$0.15 per Dth/d times the MDQ, or (ii) the Net Daily Spread.

The Alternative Rate Triggers apply when:

- a. Shipper nominates any delivery quantity to the following points:

NAME	LOCATION
SPIRESTW/RUBY (GEM) GEMSTONE CANYON	801215
GRTBSIN/RUBY (JDF) JADE FLATS DEL E	48351
NEVENER/RUBY (GPN) GOLD PAN DELIVER	800842
GRTBSIN/RUBY (OPV) OPAL VALLEY DELI	942000
RED ROCK/RUBY THUNDEREGG DELIVERY L	55160
TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA	942001

- 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.



Statement of Negotiated Rates (Rates per Dth/day)							
Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/	Commodity Rate 1/	Authorized Overrun	Primary Receipt Point(s)	Primary Delivery Point(s)
Castleton Commodities Merchant Trading L.P. #961011	12/1/2024 – 12/31/2024	10,000	1/	1/	1/	941002 TOPAZ RIDGE	942004 ONYX HILL
			1a/	1/		<u>Secondary Receipt Point(s)</u>	<u>Secondary Delivery Point(s)</u>
						941001 PEARL CREEK	942000 OPAL VALLEY
						941000 DIAMONDVILLE	801215 GEMSTONE CANYON
						800230 EMERALD SPRINGS	48351 JADE FLATS
						801215 GEMSTONE CANYON	942001 SAPHIRE MOUNTAIN
						801211 OPAL HUB POOL POINT	942002 TURQUOIS FLATS
							800842 GOLD PAN DELIVER
							55160 THUNDERE DELIVERY
							801221 MALIN HUB POOL POINT

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) \$3.29500 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.

In addition to the fixed negotiated monthly reservation rate, a shipper awarded capacity in this Open Season will also pay Ruby the Monthly Sharing Amount (defined below), which will be calculated in the manner described below, or the Alternative Rate, as applicable, calculated in the following manner:

On each day during the transportation term, Ruby will calculate the Net Daily Spread (as described below) or, if applicable, the Alternative Rate. The Net Daily Spread or, if applicable, the Alternate Rate, will then be multiplied by a shipper's delivered quantity under the transportation Agreement on each day to determine the "Daily Amount." For each day within the month that results in a positive Daily Amount (i.e., above zero (0)), Ruby will multiply the Daily Amount by eighty hundredths (0.80) (the product of such calculation is the "Daily Sharing Amount"). The sum of the Daily Sharing Amount(s) for each month shall be the "Monthly Sharing Amount." For each month of the Negotiated Rate Term, the Shipper shall pay the Monthly

Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Electric Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

The “Net Daily Spread” is defined as the difference remaining after the following calculation for each day within the month:

- a. The daily index price for the PG&E Malin Midpoint price, as published by Platts Gas Daily, if the delivery location is on Segments 20, 30, 40, 50 or 60.
- b. Minus the daily index price for the Kern River Opal Midpoint Price, as published by Platts Gas Daily, if the receipt location is located on Segments 10 or 20.
- c. Minus the sum of the following: (i) the applicable Ruby Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsection (b), immediately above; (ii) the applicable Electric Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) for Shipper’s delivered quantity up to the MDQ; (iv) the applicable commodity rate; and (v) the ACA rate.

Alternative Rate: When the Alternative Rate Triggers apply, Shipper shall pay the higher of (i) \$0.15 per Dth/d times the MDQ, or (ii) the Net Daily Spread.

The Alternative Rate Triggers apply when:

- a. Shipper nominates any delivery quantity to the following points:

NAME	LOCATION
SPIRESTW/RUBY (GEM) GEMSTONE CANYON	801215
GRTBSIN/RUBY (JDF) JADE FLATS DEL E	48351
NEVENER/RUBY (GPN) GOLD PAN DELIVER	800842
GRTBSIN/RUBY (OPV) OPAL VALLEY DELI	942000
RED ROCK/RUBY THUNDEREGG DELIVERY L	55160
TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA	942001
MALIN HUB POOL POINT	801221

- 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.

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**Statement of Negotiated Rates**

Section 4.1	Pacific Gas & Electric Co. #220127-FTRUBY
Section 4.2	Castleton Commodities Merchant Trading L.P. #959579-PALRUBY
Section 4.3	<u>ConocoPhillips Company #961007</u> <del>Reserved</del>
Section 4.4	<u>Castleton Commodities Merchant Trading L.P. #961011</u> <del>Reserved</del>

Statement of Negotiated Rates  
 (Rates per Dth/day)

<u>Rate Schedule FT</u> <u>Shipper Identification</u>	<u>Term of</u> <u>Service</u>	<u>MDQ</u> <u>(Dth/d)</u>	<u>Reservation</u> <u>Rate 1/</u>	<u>Commodity</u> <u>Rate 1/</u>	<u>Authorized</u> <u>Overrun</u>	<u>Primary Receipt</u> <u>Point(s)</u>	<u>Primary Delivery</u> <u>Point(s)</u>
ConocoPhillips Company #961007	12/1/2024 – 12/31/2024	15,000	1/	1/	1/	941000 DIAMONDVILLE	942002 TURQUOIS FLATS
			1a/	1/		<u>Secondary Receipt Point(s)</u>	<u>Secondary Delivery Point(s)</u>
						941001 PEARL CREEK	942000 OPAL VALLEY
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- c. Minus the sum of the following: (i) the applicable Ruby Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsection (b), immediately above; (ii) the applicable Electric Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) for Shipper’s delivered quantity up to the MDQ; (iv) the applicable commodity rate; and (v) the ACA rate.

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The Alternative Rate Triggers apply when:

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<u>TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA</u>	<u>942001</u>

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.

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

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



Statement of Negotiated Rates  
 (Rates per Dth/day)

<u>Rate Schedule FT</u>	<u>Term of</u>	<u>MDQ</u>	<u>Reservation</u>	<u>Commodity</u>	<u>Authorized</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>
<u>Shipper Identification</u>	<u>Service</u>	<u>(Dth/d)</u>	<u>Rate 1/</u>	<u>Rate 1/</u>	<u>Overrun</u>	<u>Point(s)</u>	<u>Point(s)</u>
Castleton Commodities	12/1/2024 – 12/31/2024	10,000	1/	1/	1/	941002 TOPAZ RIDGE	942004 ONYX HILL
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						941001 PEARL CREEK	942000 OPAL VALLEY
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							55160 THUNDERE DELIVERY
							801221 MALIN HUB POOL
							POINT

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Sharing Amount, if any, in addition to the Fixed Negotiated Reservation Rate, commodity rate, the Fuel and L&U Reimbursement, the applicable Electric Power Cost Charges, and all other applicable charges and surcharges stated in the Tariff.

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- c. Minus the sum of the following: (i) the applicable Ruby Fuel and L&U Reimbursement percentage valued daily at the applicable receipt pricing location identified in subsection (b), immediately above; (ii) the applicable Electric Power Cost Charges; (iii) the Fixed Negotiated Reservation Rate (on a Dth/d basis) for Shipper’s delivered quantity up to the MDQ; (iv) the applicable commodity rate; and (v) the ACA rate.

Alternative Rate: When the Alternative Rate Triggers apply, Shipper shall pay the higher of (i) \$0.15 per Dth/d times the MDQ, or (ii) the Net Daily Spread.

The Alternative Rate Triggers apply when:

- a. Shipper nominates any delivery quantity to the following points:

<u>NAME</u>	<u>LOCATION</u>
<u>SPIRESTW/RUBY (GEM) GEMSTONE CANYON</u>	<u>801215</u>
<u>GRTBSIN/RUBY (JDF) JADE FLATS DEL E</u>	<u>48351</u>
<u>NEVENER/RUBY (GPN) GOLD PAN DELIVER</u>	<u>800842</u>
<u>GRTBSIN/RUBY (OPV) OPAL VALLEY DELI</u>	<u>942000</u>
<u>RED ROCK/RUBY THUNDEREGG DELIVERY L</u>	<u>55160</u>
<u>TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA</u>	<u>942001</u>
<u>MALIN HUB POOL POINT</u>	<u>801221</u>

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:**

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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.