El Paso Natural Gas Company, L.L.C.
a Kinder Morgan company

June 1, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP23-

Commissioners:

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

Part VII	Section 33.1	Southern California Gas Company Exh A	Version 24.0.0
Part VII	Section 33.2	Southern California Gas Company Exh B	Version 28.0.0

Proposed with an effective date of June 2, 2023, these tariff records update EPNG's Tariff to implement a temporary point redesignation request on an existing transportation service agreement ("TSA") between EPNG and Southern California Gas Company ("SoCal"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the June 2, 2023 effective date, as discussed below.

Background

TSA No. 615178-FT1EPNG ("SoCal TSA") is a non-conforming, negotiated rate TSA which is included in EPNG's Tariff.[1] Among other things, this TSA reflects the application of a negotiated rate at various primary and alternate points. Most recently, EPNG submitted tariff records reflecting an amendment to the TSA effective May 1, 2023 in Docket No. RP23-717-000.[2]

[1] See Part VII: Non-Conforming Agreements, Section 33 of EPNG's Tariff.
[2] *See, e.g., El Paso Natural Gas Co.*, Docket No. RP23-717-000 (May 19, 2023) (unpublished letter order).

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Telephone: 719.473.2300

Reason for Filing

Pursuant to General Terms and Conditions ("GT&C") Section 8.1(f)(iii) of EPNG's Tariff, firm shippers may request to temporarily or permanently redesignate primary point rights to any rate zone subject to certain procedures. In the case of a temporary redesignation, a firm shipper may request to redesignate a primary point on its TSA for a period of three months or less and, in the same request, simultaneously redesignate back to the original primary point at the end of the redesignation period.[3] An acceptance of a redesignation request by EPNG constitutes an amendment of the TSA and an executed paper copy is unnecessary to amend the TSA as described in GT&C Section 8.1(f)(iii)(F).

Recently, SoCal submitted a request to temporarily redesignate receipt point capacity for the period beginning June 2, 2023 and continuing through June 30, 2023.[4] The request shifted capacity from the KEYSTONE (PIN 302132) receipt point to the IRAMSEYS (PIN 800908) receipt point. IRAMSEYS is currently listed as a primary receipt location at which the negotiated rate specified in the SoCal TSA applies. SoCal's request was evaluated and accepted by EPNG and, therefore, the SoCal TSA was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.[5] Given that SoCal's temporary redesignation request affects a non-conforming, negotiated rate agreement, EPNG is submitting updated tariff records to reflect the temporary modification of primary receipt rights and the relevant time period. No other changes have been made to the SoCal TSA, including the previously accepted non-conforming provisions of the TSA.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2022) and Subpart C of the Commission's regulations.[6]

Part VII, Sections 33.1 and 33.2 are updated to reflect the requested capacity redesignations effective June 2, 2023 for the SoCal TSA.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,[7] EPNG is submitting an eTariff XML filing package, which includes the

---

[3] *See* Section 8.1(f)(iii)(B) of the GT&C of EPNG's Tariff.

[4] This temporary redesignation is similar to other receipt point redesignations applicable to the SoCal TSA that were filed by EPNG and accepted by the Commission in Docket Nos. RP22-1288-000, RP23-541-000 and RP23-717-000. *See, e.g., El Paso Natural Gas Co.*, Docket No. RP23-717-000 (May. 19, 2023) (unpublished letter order).

[5] *See* Appendix A for a copy of the redesignation report for Agreement No. 615178-FT1EPNG. The report reflects the details regarding SoCal's redesignation request and EPNG's approval of such request.

[6] *See* 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

[7] *See* 18 C.F.R. §§ 154.1 – 154.603 (2022) (Part 154).

following:

a) a transmittal letter;
b) Appendix A, a copy of the redesignation report for Agreement No. 615178-FT1EPNG; and
c) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective June 2, 2023, consistent with the effective date of the redesignation request. As such, EPNG requests the Commission grant a waiver of the 30-day notice requirement found in 18 C.F.R. § 154.207 (2022) of the Commission's regulations.[8] With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records 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 Leahy
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 2563
Birmingham, AL 35202-2563
Telephone: (205) 325-7105
EPNGRegulatoryAffairs@kindermorgan.com

Mr. Tony Sala
Managing Counsel
El Paso Natural Gas Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, TX 77002
Telephone: (713) 420-6431
Tony_Sala@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)).

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 Leahy
Director, Regulatory

Enclosures

[8] *See, e.g., Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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, AL as of this 1st day of June 2023.

/s/
Ryan Leahy

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

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 102786

Company Name : SOUTHERN CA. GAS CO.

Contract No : 615178-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 18

Submit Date & Time : 5/26/2023 1:02:29PM

Executed Date & time : 5/26/2023 3:54:16PM

Effective Date : 06/02/2023

ReDesignation End Date : 06/30/2023

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	80,000
Re-Designation								
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	5,000
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	75,000
Current								
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	06/02/2023	06/30/2023	52,000
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	06/02/2023	06/30/2023	118,000
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	06/02/2023	06/30/2023	1,528
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	06/02/2023	06/30/2023	23,472
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	AN2-NS3	27	06/02/2023	06/30/2023	20,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	5,000
Updated TSA Entitlements*								
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	06/02/2023	06/30/2023	52,000

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
300714	(BLANCO) BLANCO POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	06/02/2023	06/30/2023	118,000
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	CC1	27	06/02/2023	06/30/2023	1,528
300724	(BONDADST) BONDAD STATION	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	NS3	27	06/02/2023	06/30/2023	23,472
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	75,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	5,000
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	AN2-NS3	27	06/02/2023	06/30/2023	20,000
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	SS1	27	06/02/2023	06/30/2023	5,000

*Note: The Updated TSA Entitlements represent the TSA entitlements once the re-designations have been approved and executed. These may vary from the original request as provided by the tariff in the GT&C, Section 8.1 (f) (iii) (C). To view the final approved TSA entitlements, log into DART and select Contracts and Amendments.

Agreement No. 615178-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: May 26~~April 24~~, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: June 2~~May 1~~, 2023 through June 30~~May 31~~, 2023

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DSCALEHR	301016	CC1					~~54.000~~	52,000								
BLANCO	300714	DSCALEHR	301016	NS3					~~116,000~~	118,000								
BONDADST	300724	DSCALEHR	301016	CC1					~~2,220~~	1,528								
BONDADST	300724	DSCALEHR	301016	NS3					~~22,780~~	23,472								
KEYSTONE	302132	DSCALEHR	301016	SS1					~~75,000~~	75,000								
IRAMSEYS	800908	DSCALEHR	301016	SS1					~~10,000~~	10,000								
PLAINS	302248	DSCALEHR	301016	AN2-NS3					~~20,000~~	20,000								
TRANSPORTATION CONTRACT DEMAND									**~~300,000~~**	**300,000**								

Agreement No. 615178-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: May 26~~April 24~~, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: Julyne 1, 2023 through October 31, 2031

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPORTATION CONTRACT DEMAND					**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: May 26~~April 24~~, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	June 2~~May 1~~, 2023 through October 31, 2031	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: May 26~~April 24~~, 2023

Notes:

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 $ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

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.

Agreement No. 615178-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: May 26, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: June 2, 2023 through June 30, 2023

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DSCALEHR	301016	CC1						52,000								
BLANCO	300714	DSCALEHR	301016	NS3						118,000								
BONDADST	300724	DSCALEHR	301016	CC1						1,528								
BONDADST	300724	DSCALEHR	301016	NS3						23,472								
KEYSTONE	302132	DSCALEHR	301016	SS1						75,000								
IRAMSEYS	800908	DSCALEHR	301016	SS1						10,000								
PLAINS	302248	DSCALEHR	301016	AN2-NS3						20,000								
TRANSPORTATION CONTRACT DEMAND										**300,000**								

Agreement No. 615178-FT1EPNG

EXHIBIT A
To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)

Dated: May 26, 2023

Shipper's Transportation Contract Demand: See ¶10
Effective Dates: July 1, 2023 through October 31, 2031

					Maximum Quantity-D-Code (Dth/d) 1/													
Primary Receipt PIN Name	**Rec PIN**	**Primary Delivery PIN Name**	**Del PIN**	**Flow Path**	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Delivery Pressure (p.s.i.g) Not less than 2/**	**Delivery Pressure (p.s.i.g) Not greater than 2/**
BLANCO	300714	DSCALEHR	301016	CC1	66,000	83,000	90,000	57,000	54,000	52,000	50,000	50,000	50,000	56,000	98,000	79,000		
BLANCO	300714	DSCALEHR	301016	NS3	104,000	87,000	80,000	113,000	116,000	118,000	120,000	120,000	120,000	114,000	72,000	91,000		
BONDADST	300724	DSCALEHR	301016	CC1	2,773	2,736	2,042	2,965	2,220	1,528	1,309	1,366	2,223	2,995	2,213	3,047		
BONDADST	300724	DSCALEHR	301016	NS3	22,227	22,264	22,958	22,035	22,780	23,472	23,691	23,634	22,777	22,005	22,787	21,953		
KEYSTONE	302132	DSCALEHR	301016	SS1	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000		
IRAMSEYS	800908	DSCALEHR	301016	SS1	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		
PLAINS	302248	DSCALEHR	301016	AN2-NS3	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000		
TRANSPORTATION CONTRACT DEMAND					**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**300,000**		

Notes:

1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.

2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: May 26, 2023

Primary Receipt Point(s)	*Primary Delivery Point(s)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
As listed in Exhibit A	As listed in Exhibit A	June 2, 2023 through October 31, 2031	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	*Point Identification Number (PIN)*	*Primary and Alternate Delivery Point(s) / Location(s)*	*Point Identification Number (PIN)*	*Effective Dates*	*Reservation Rate 1/*	*Usage Rate 1/*	*Fuel 2/*	*Surcharges 3/*
All EPNG Receipt Points except those requiring incremental rates, e.g., Willcox Lateral Receipt Points		All EPNG Delivery Points except those requiring incremental rates, e.g. Willcox Lateral Delivery Points		See ¶ 11	(1a)			

Agreement No. 615178-FT1EPNG

EXHIBIT B

To The
Firm Transportation Service Agreement
Rate Schedule FT-1

between
EL PASO NATURAL GAS COMPANY, L.L.C.
and
SOUTHERN CALIFORNIA GAS COMPANY
(Shipper)
Dated: May 26, 2023

Notes:

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 $ 11.0078 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any "Applicable Point", which is defined as all points with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral), that is redesignated as a primary point. Shipper's request to redesignate its existing primary point rights to any Applicable Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

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.