



September 26, 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 Agreement Update;  
El Paso Natural Gas Company, L.L.C.;  
Docket No. RP24-

Commissioners:

El Paso Natural 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 Part VII of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 124.1 Arizona Electric Power #619229-FT1EPNG Exh A Version 2.0.0  
Section 124.2 Arizona Electric Power #619229-FT1EPNG Exh B Version 2.0.0

Proposed with an effective date of October 1, 2024, these tariff records update EPNG's Tariff to reflect a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Arizona Electric Power Cooperative, Inc. ("AEPSCO"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the October 1, 2024 effective date, as discussed below.

## **Background**

EPNG's Tariff includes Agreement No. 619229-FT1EPNG, a non-conforming, negotiated rate agreement with AEPSCO ("AEPSCO TSA"). Among other things, this TSA reflects the application of a fixed negotiated reservation rate between the primary points. Following the initial acceptance of the tariff records reflecting the TSA,<sup>1</sup> AEPSCO redesignated one of its primary points consistent with

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP24-775-000 (June 4, 2024) (unpublished letter order).

EPNG's Tariff. As a result, the tariff records reflecting the AEPCO TSA include a point redesignation that was accepted by the Commission on August 5, 2024.<sup>2</sup>

### **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.<sup>3</sup> 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, AEPCO submitted a request to temporarily shift some of its capacity from the primary delivery point of IWILCOXD (PIN 302080) to DAEPCWIL (PIN 300754) on Agreement No. 619229-FT1EPNG for October 1, 2024 through October 31, 2024, as indicated on the attached tariff records. AEPCO's request was accepted by EPNG and, therefore, Agreement No. 619229-FT1EPNG was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>4</sup> Given that AEPCO's temporary redesignation request affects a non-conforming, negotiated rate agreement, EPNG is proposing to update the relevant tariff records to reflect the delivery point modification and the relevant time period.<sup>5</sup> No other changes to the TSA have been made.

### **Tariff Provisions**

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2024) and Part 154, Subpart C of the Commission's regulations.<sup>6</sup>

Part VII, Sections 124.1 and 124.2 are updated to reflect the redesignation to the DAEPCWIL delivery point for October 1, 2024 through October 31, 2024 for AEPCO's Agreement No. 619229-FT1EPNG.

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<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP24-961-000 (Aug. 5, 2024) (unpublished letter order).

<sup>3</sup> See Section 8.1(f)(iii)(B) of the GT&C of EPNG's Tariff.

<sup>4</sup> See Appendix A for a copy of the redesignation report for Agreement No. 619229-FT1EPNG. This report reflects the details regarding AEPCO's redesignation request and EPNG's approval of such request.

<sup>5</sup> This temporary redesignation is similar to other point redesignations, which were filed by EPNG and accepted by the Commission in Docket Nos. RP24-350-000, RP24-874-000 and RP24-961-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP24-874-000 (July 25, 2024) (unpublished letter order).

<sup>6</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

**Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>7</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a copy of the redesignation report for Agreement No. 619229-FT1EPNG; and
- d) 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 October 1, 2024, contemporaneous with the effective date of the point redesignation. As such, EPNG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2024) of the Commission's regulations.<sup>8</sup> With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record into effect at the end of any minimal suspension period specified 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  
Telephone: (719) 520-4657  
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
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 (2024)).

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<sup>7</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

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

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 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 26<sup>th</sup> day of September 2024.

\_\_\_\_\_  
*/s/*  
Shelly L. Busby

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

## **Appendix A**

**Primary Receipt and Delivery Point ReDesignation Report**

<b>Request # :</b> 107395	<b>Company Name :</b> ARIZONA ELECTRIC POWER COOPERA
<b>Contract No :</b> 619229-FT1EPNG	<b>Status :</b> EXECUTED
<b>Acquired Capacity Agreement :</b> N	<b>Amendment No :</b> 2
<b>Submit Date &amp; Time :</b> 9/12/2024 3:04:49PM	<b>Executed Date &amp; time :</b> 9/12/2024 4:57:11PM
<b>Effective Date :</b> 10/01/2024	<b>ReDesignation End Date :</b> 10/31/2024
<b>Customer Comments :</b>	

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
<b>Current</b>								
302132	(KEYSTONE) KEYSTONE POOL	302080	EPNG/EPNG (IWILCOXD) WILLCOX DELIVE	SS1	26	10/01/2024	10/31/2024	20,021
<b>Re-Designation</b>								
302132	(KEYSTONE) KEYSTONE POOL	300754	AZELCPWR/EPNG (DAEPCWIL) WILLCOX PP	SS1	26	10/01/2024	10/31/2024	15,629
302132	(KEYSTONE) KEYSTONE POOL	302080	EPNG/EPNG (IWILCOXD) WILLCOX DELIVE	SS1	26	10/01/2024	10/31/2024	4,392

**Updated TSA Entitlements\***

302132	(KEYSTONE) KEYSTONE POOL	300754	AZELCPWR/EPNG (DAEPCWIL) WILLCOX PP	SS1	26	10/01/2024	10/31/2024	15,629
302132	(KEYSTONE) KEYSTONE POOL	302080	EPNG/EPNG (IWILCOXD) WILLCOX DELIVE	SS1	26	10/01/2024	10/31/2024	4,392

\*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.

**Clean Tariff Section(s)**



Agreement No. 619229-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**  
 (Shipper)

Dated: September 12, 2024

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: October 1, 2024 through October 31, 2024

					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/
KEYSTONE	302132	IWILCOXD	302080	SS1										4,392				
KEYSTONE	302132	DAEPCWIL	300754	SS1										15,629				
<b>TRANSPORTATION CONTRACT DEMAND</b>														<b>20,021</b>				

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**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**  
 (Shipper)

Dated: September 12, 2024

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: November 1, 2024 through October 31, 2063

					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/
KEYSTONE	302132	WILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
TRANSPORTATION CONTRACT DEMAND								20,021	20,021	20,021	20,021	20,021	20,021	20,021				

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. 619229-FT1EPNG

**EXHIBIT B**

To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**  
 (Shipper)

Dated: September 12, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	October 1, 2024 – October 31, 2063	1a/			

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 \$14.4200 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.
- 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.

**Marked Tariff Section(s)**

Agreement No. 619229-FT1EPNG

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 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**  
 (Shipper)

Dated: ~~July 30~~September 12, 2024

Shipper's Transportation Contract Demand: See ¶10

Effective Dates: ~~August 5, 2024 through September 30~~October 1, 2024 through October 31, 2024

					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/
KEYSTONE	302132	IWILCOXD	302080	SS1								18,085	18,085	4,392				
KEYSTONE	302132	DAEPCWIL	300754	SS1								1,936	1,936	15,629				
TRANSPORTATION CONTRACT DEMAND												20,021	20,021	20,021				

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 and  
**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**  
 (Shipper)

Dated: ~~July 30~~ September 12, 2024

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: ~~October-November~~ September 1, 2024 through October 31, 2024

					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/
KEYSTONE	302132	WILCOXD	302080	SS1				20,021	20,021	20,021	20,021	20,021	20,021	20,021				
TRANSPORTATION CONTRACT DEMAND								20,021	20,021	20,021	20,021	20,021	20,021	20,021				

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.

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**EXHIBIT B**

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 and  
**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**  
 (Shipper)

Dated: ~~July 30~~September 12, 2024

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	<del>August 5</del> <u>October 1</u> , 2024 – October 31, 2063	1a/			

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 \$14.4200 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.
- 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.