



November 7, 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. RP24-

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 record listed below for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part II Section 5.40 Hartree Partners, LP #614700-FT1EPNG Version 6.0.0

Proposed with an effective date of November 8, 2023, this tariff record reflects a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Hartree Partners, LP ("Hartree"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the November 8, 2023 effective date, as discussed below.

Background

EPNG's Tariff includes the specifics for Agreement No. 614700-FT1EPNG, a fixed negotiated rate agreement with Hartree. Among other things, this TSA reflects the application of the underlying negotiated rate at various primary and alternate points. Since the initial acceptance of the tariff records representing the TSA,¹ Hartree has redesignated primary points consistent with EPNG's Tariff. Currently, the tariff record reflecting the Hartree TSA includes a point redesignation that was accepted by the Commission on June 23, 2023.²

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

¹ *El Paso Natural Gas Co.*, Docket No. RP23-89-000 (Nov. 16, 2022) (unpublished letter order).

² *El Paso Natural Gas Co.*, Docket No. RP23-802-000 (June 23, 2023) (unpublished letter order).

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, Hartree submitted a request to temporarily shift all of its capacity from a primary receipt point of BONDADST (PIN 300724) to PLAINS (PIN 302248) on Agreement No. 614700-FT1EPNG for November 8, 2023 through November 30, 2023, as indicated on the attached tariff record.⁴ In Hartree's TSA, the relevant fixed negotiated rate applies to PLAINS on an alternate basis.⁵ Hartree's redesignation request was accepted by EPNG and, therefore the agreement was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C. Given that Hartree's temporary redesignation request affects a negotiated rate agreement, EPNG is submitting a tariff record to reflect the point modification and the relevant time period. 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) (2022) and Subpart C of Part 154 of the Commission's regulations.⁶

Part II, Section 5.40⁷ is updated to reflect the temporary redesignation of capacity to the PLAINS receipt point from November 8, 2023 through November 30, 2023 applicable to Hartree's Agreement No. 614700-FT1EPNG.

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, which were filed by EPNG and accepted by the Commission in Docket Nos. RP23-679-000, RP23-735-000, RP23-802-000, and RP23-947-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP23-947-000 (Aug. 23, 2023) (unpublished letter order).

⁵ PLAINS is included within STML PER (PIN 302346) identified on Exhibit B of the Hartree TSA.

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

⁷ The tariff record representing Agreement No. 614700-FT1EPNG displays the transportation contract demand quantity for all receipt and delivery points for the TSA. The maximum delivery quantities applicable to the points for the redesignation time period are shown in Appendix A.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁸ 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 the Hartree TSA; and
- c) clean and marked versions of the tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective November 8, 2023, contemporaneous with the effective date of the point redesignation. As such, EPNG requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2022) of the Commission's regulations.⁹ 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 any minimal suspension period specified by the Commission.

Correspondence and communications concerning this filing should be directed to:

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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)).

⁸ 18 C.F.R. §§ 154.1 – 154.603 (2022).

⁹ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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

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, Alabama as of this 7th day of November 2023.

/s/

Ryan Leahy

Post Office Box 2563
Birmingham, AL 35202
(205) 325-7105

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 104921

Company Name : HARTREE PARTNERS, LP

Contract No : 614700-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 5

Submit Date & Time : 11/2/2023 2:27:17PM

Executed Date & time : 11/2/2023 3:06:37PM

Effective Date : 11/08/2023

ReDesignation End Date : 11/30/2023

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
300722	(BONDAD) BONDAD POOL	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	11/08/2023	11/30/2023	28,579
Re-Designation								
302248	(PLAINS) PLAINS POOL	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	11/08/2023	11/30/2023	28,579
Current								
314598	VERSADO/EPNG (IWARMONU) MONUMENT PL	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	SN3-AN1	30	11/08/2023	11/30/2023	1,140
Updated TSA Entitlements*								
302248	(PLAINS) PLAINS POOL	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	11/08/2023	11/30/2023	28,579
314598	VERSADO/EPNG (IWARMONU) MONUMENT PL	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	SN3-AN1	30	11/08/2023	11/30/2023	1,140

*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)

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #614700-FT1EPNG 4/	11/8/23 – 11/30/23	29,719	1a/	1/	302248 PLAINS 314598 IWARMONU	305421 INNDUMAS
	12/1/23 – 10/31/24	28,022 December 50,000 January – October 29,719 November	1a/	1/	300722 BONDAD 314598 IWARMONU	305421 INNDUMAS
	11/8/23 – 10/31/24		1a/	1/	<div>Primary and Alternate Receipt Point(s)</div> <div>302344 STML ANA 302346 STML PER 302347 STML SJN</div>	<div>Primary and Alternate Delivery Point(s)</div> <div>302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP</div>

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 \$6.6917 per Dekatherm per month, 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.

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

Marked Tariff Section(s)

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP INN26PLA302248 PLAINS #614700-FT1EPNG 4/	116/48/23 – 611/30/23 305421 INNDUMAS		50,000 <u>29,719</u>	1a/	1/	300109
	712/1/23 – 10/31/24	28,022 December 50,000 January – October 29,719 November	1a/	1/	300722 BONDAD 314598 IWARMONU	305421 INNDUMAS
	116/48/23 – 10/31/24		1a/	1/	Primary and Alternate Receipt Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN	Primary and Alternate Delivery Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP

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