



November 30, 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 records listed below for inclusion in the Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff"):

Part II Section 5.6 Tenaska Marketing Ventures #618375-FT1EPNG Version 3.0.0  
Part II Section 5.44 Eco Energy Natural Gas, LLC #612617-FT1EPNG Version 1.0.0

Proposed with an effective date of December 1, 2023, these tariff records update EPNG's Tariff to reflect temporary point redesignations on two existing transportation service agreements ("TSA") between EPNG and Tenaska Marketing Ventures ("TMV") and EPNG and Eco Energy Natural Gas LLC ("Eco") (collectively "the TSAs"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the December 1, 2023 effective date, as discussed below.

## **Background**

EPNG's Tariff includes Agreement No. 618375-FT1EPNG with TMV which provides for a fixed negotiated rate. The Commission accepted the TMV negotiated rates in an order dated March 16, 2023.<sup>1</sup> EPNG's Tariff also includes Agreement No. 612617-FT1EPNG, a fixed negotiated rate agreement with Eco. The Commission accepted the Eco negotiated rates in an order dated October 20, 2022.<sup>2</sup>

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP23-471-000 (Mar. 16, 2023) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP22-1260-000 (Oct. 20, 2022) (unpublished letter order).

### **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).

TMV recently submitted a request to temporarily shift a portion of its capacity from the primary receipt point of PLAINS POOL (PIN 302248) to the INN26PLA (PIN 300109) receipt point on Agreement No. 618375-FT1EPNG for the period December 1, 2023 through December 31, 2023, as indicated on the attached tariff record.

Additionally, Eco recently submitted its request to temporarily redesignate delivery point capacity for the period beginning December 1, 2023 and continuing through February 29, 2024. Eco has shifted its delivery point capacity from the primary delivery point of DPG&ETOP (PIN 314604) to the ICPSOUTH delivery point (PIN 314991).

TMV’s and Eco’s requests were accepted by EPNG and, therefore, the TSAs were deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>4</sup> Given that the temporary redesignation requests affect negotiated rate agreements, EPNG is submitting updated tariff records to reflect the temporary modification of primary receipt or delivery point rights and the relevant time periods.<sup>5</sup> No other changes have been made to the TSAs and the TSAs conform to the *pro forma* FT-1 service agreement contained in the Tariff.

### **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.<sup>6</sup>

Part II, Section 5.6 and Section 5.44 is updated to reflect the TMV and Eco point redesignations for the applicable time periods, effective December 1, 2023.

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<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 copies of the redesignation reports for the TMV and Eco TSAs. The reports reflect the details regarding the redesignation requests and EPNG’s approval of such requests.

<sup>5</sup> These temporary receipt point redesignations are similar to other receipt point redesignations that were filed by EPNG and accepted by the Commission in Docket Nos. RP23-1085-000, RP24-75-000 and RP24-134-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP24-134-000 (Nov. 27, 2023) (unpublished letter order). The Commission has also accepted similar delivery point redesignations that were filed by EPNG in Docket Nos. RP20-752-000 and RP22-1066-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP22-1066-000 (Aug. 25, 2022) (unpublished letter order).

<sup>6</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2022) (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, copies of the redesignation reports for the TSAs; and
- c) 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 December 1, 2023, consistent with the effective date of the point redesignations. As such, EPNG requests the Commission grant a waiver of the 30-day notice requirement as permitted by 18 C.F.R. § 154.207 (2022) of the Commission's regulations.<sup>8</sup> 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. David Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
P.O. Box 1087  
Colorado Springs, CO 80944-1087  
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 (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

<sup>7</sup> See 18 C.F.R. §§ 154.1 – 154.603 (2022) (Part 154).

<sup>8</sup> 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, Alabama as of this 30<sup>th</sup> day of November 2023.

/s/  
Ryan Leahy

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

## **Appendix A**

### Primary Receipt and Delivery Point ReDesignation Report

**Request # :** 105126

**Company Name :** TENASKA MKTG. VENTURES

**Contract No :** 618375-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 1

**Submit Date & Time :** 11/21/2023 1:16:27PM

**Executed Date & time :** 11/21/2023 3:47:35PM

**Effective Date :** 12/01/2023

**ReDesignation End Date :** 12/31/2023

**Customer Comments :**

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
<b>Current</b>								
302248	(PLAINS) PLAINS POOL	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	12/01/2023	12/31/2023	28,715
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	12/01/2023	12/31/2023	10,000
302248	(PLAINS) PLAINS POOL	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	12/01/2023	12/31/2023	18,715
<b>Updated TSA Entitlements*</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	12/01/2023	12/31/2023	10,000
302248	(PLAINS) PLAINS POOL	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	12/01/2023	12/31/2023	18,715

\*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.

### Primary Receipt and Delivery Point ReDesignation Report

**Request # :** 105084

**Company Name :** ECO-ENERGY NATURAL GAS, LLC

**Contract No :** 612617-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 3

**Submit Date & Time :** 11/20/2023 2:12:36PM

**Executed Date & time :** 11/20/2023 3:44:44PM

**Effective Date :** 12/01/2023

**ReDesignation End Date :** 02/29/2024

**Customer Comments :** Note: New point is in a different zone. Re-designation could have billing implications. Please contact your account director with any questions you may have.

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
<b>Current</b>								
302248	(PLAINS) PLAINS POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	12/01/2023	02/29/2024	15,000
<b>Re-Designation</b>								
302248	(PLAINS) PLAINS POOL	314991	SOUTHPNT/EPNG (ICPSOUTH) CALPINE SO	SN2	26	12/01/2023	02/29/2024	15,000
<b>Updated TSA Entitlements*</b>								
302248	(PLAINS) PLAINS POOL	314991	SOUTHPNT/EPNG (ICPSOUTH) CALPINE SO	SN2	26	12/01/2023	02/29/2024	15,000

\*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.

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures	<del>124/1/23 – 12-3/31/2330</del>	<del>18,715</del>	<del>21,262</del>	<del>Dec-Apr 2023</del>	1a/	1/ 2/ 3/ 302248
#618375-FT1EPNG 4/	PLAINS	301797 IRIOPUER				
		<del>10,000+9,047</del>	<del>Dec-May 2023</del>			<del>300109 INN26PLA</del>
		301797 IRIOPUER				
	<del>1/1/24 – 3/31/30</del>	<del>18,082</del>	<del>June 2023</del>			
	<del>18,221</del>	<del>July 2023</del>				
	<del>18,172</del>	<del>Aug 2023</del>				
	<del>38,408</del>	<del>Sept 2023</del>				
	<del>35,177</del>	<del>Oct 2023</del>				
	<del>31,945</del>	<del>Nov 2023</del>				
	<del>28,715</del>	<del>Dec 2023</del>				
	28,715	Jan 2024				
		28,715 Feb 2024				
		31,945 Mar 2024				
		35,177 Apr 2024				
		38,408 May 2024				
		16,639 June – Aug 2024 – 2029				
		13,408 Sept 2024 – 2029				
		10,177 Oct 2024 – 2029				
		6,945 Nov 2024 – 2029				
		3,715 Dec 2024 – 2029				
		3,715 Jan 2025 – 2030				
		3,715 Feb 2025 – 2030				
		6,945 Mar 2025 – 2030				
		10,177 Apr 2025 – 2029				
		13,408 May 2025 – 2029				

- 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 Rates 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 \$8.2034 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.

4/        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-1 Shipper Identification	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	....	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	<del>12/01/232 – 02/29/2410/31/25</del> <del>314991604 ICPSOUTHDPG&amp;ETOP</del>		15,000	1a/	1/	302248	PLAINS
	<u>03/31/24 – 10/31/25</u>	<u>15,000</u>	<u>1a/</u>	<u>1/</u>		<u>302248 PLAINS</u>	<u>314604 DPG&amp;ETOP</u>

Notes:

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- 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 \$11.0077 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.
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Tenaska Marketing Ventures #618375-FT1EPNG 4/	12/1/23 – 12/31/23	18,715	Dec 2023	1a/	1/ 2/ 3/	302248 PLAINS 300109 INN26PLA
		10,000	Dec 2023			
	1/1/24 – 3/31/30	28,715	Jan 2024			301797 IRIOPUER 301797 IRIOPUER
		28,715	Feb 2024			
		31,945	Mar 2024			
		35,177	Apr 2024			
		38,408	May 2024			
		16,639	June – Aug 2024 – 2029			
		13,408	Sept 2024 – 2029			
		10,177	Oct 2024 – 2029			
		6,945	Nov 2024 – 2029			
		3,715	Dec 2024 – 2029			
		3,715	Jan 2025 – 2030			
		3,715	Feb 2025 – 2030			
		6,945	Mar 2025 – 2030			
		10,177	Apr 2025 – 2029			
		13,408	May 2025 – 2029			

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 (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)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	12/01/23 – 02/29/24	15,000	1a/	1/		302248 PLAINS	314991 ICPSOUTH
	03/31/24 – 10/31/25	15,000	1a/	1/		302248 PLAINS	314604 DPG&ETOP

Notes:

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