



October 5, 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 5.33 Hartree Partners, LP #610670-FT1EPNG Version 7.0.0

Proposed with an effective date of October 6, 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 October 6, 2023 effective date, as discussed below.

### **Background**

EPNG's Tariff includes the specifics for Agreement No. 610670-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,<sup>1</sup> 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 August 23, 2023.<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

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP22-641-000 (Mar. 17, 2022) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP23-947-000 (Aug. 23, 2023) (unpublished letter order).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.<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, Hartree submitted a request to temporarily shift some of its capacity from a primary receipt point of BONDADST (PIN 300724) to INN26PLA (PIN 300109) on Agreement No. 610670-FT1EPNG for October 6, 2023 through October 31, 2023, as indicated on the attached tariff record.<sup>4</sup> In Hartree's TSA, the relevant fixed negotiated rate applies to INN26PLA on an alternate basis.<sup>5</sup> 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.<sup>6</sup>

Part II, Section 5.33 is updated to reflect the temporary redesignation to the INN26PLA receipt point from October 6, 2023 through October 31, 2023 applicable to Hartree's Agreement No. 610670-FT1EPNG.

### **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 the Hartree TSA;
- and

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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> 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).

<sup>5</sup> INN26PLA is included within STML PER (PIN 302346) identified on Exhibit B of the Hartree TSA.

<sup>6</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

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

- 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 October 6, 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.<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 any minimal suspension period specified by the Commission.

Correspondence and communications concerning this filing should be directed to:

Mr. Ryan C. 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

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Colorado Springs, CO 80944-1087  
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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)).

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

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<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 5<sup>th</sup> day of October 2023.

\_\_\_\_\_  
/s/  
Ryan Leahy

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

## **Appendix A**

**Primary Receipt and Delivery Point ReDesignation Report**

**Request # :** 104408

**Company Name :** HARTREE PARTNERS, LP

**Contract No :** 610670-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 21

**Submit Date & Time :** 10/2/2023 4:27:37PM

**Executed Date & time :** 10/3/2023 9:17:41AM

**Effective Date :** 10/06/2023

**ReDesignation End Date :** 10/31/2023

**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>								
300724	(BONDADST) BONDAD STATION	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	NN3-AN1	30	10/06/2023	10/31/2023	50,000
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	AN1	30	10/06/2023	10/31/2023	50,000
<b>Current</b>								
300724	(BONDADST) BONDAD STATION	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	10/06/2023	10/31/2023	31,000
<b>Updated TSA Entitlements*</b>								
300724	(BONDADST) BONDAD STATION	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	10/06/2023	10/31/2023	31,000
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	AN1	30	10/06/2023	10/31/2023	50,000

\*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.

**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	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #610670-FT1EPNG 4/	10/6/23 – 10/31/23	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300109 INN26PLA	305421 INNDUMAS 314350 INGPLMOR
	11/1/23 – 10/31/24	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300724 BONDADST	305421 INNDUMAS 314350 INGPLMOR
	10/6/23 – 10/31/24		1a/	1/2/3/		Alternate Receipt Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN	Alternate Delivery Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP 305421 INNDUMAS 314350 INGPLMOR

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 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	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #610670-FT1EPNG 4/	<del>8/210/6/23</del> – <del>108/31/23</del>	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300109 INN26PLA	305421 INNDUMAS 314350 INGPLMOR
	911/1/23 – 10/31/24	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300724 BONDADST	305421 INNDUMAS 314350 INGPLMOR
	<del>8/210/6/23</del> – 10/31/24		1a/	1/2/3/		Alternate Receipt Point(s)	Alternate Delivery Point(s)
						302344 STML ANA 302346 STML PER 302347 STML SJN	302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP 305421 INNDUMAS 314350 INGPLMOR

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