



February 13, 2024

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

Attention: Ms. Debbie-Anne Reese, Acting 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 VII Section 121.1 Tenaska Mktg Ventures #618294-FT1EPNG Exh A Version 1.0.0
Part VII Section 121.2 Tenaska Mktg Ventures #618294-FT1EPNG Exh B Version 1.0.0

Proposed with an effective date of February 14, 2024, these tariff records update EPNG's Tariff to reflect a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Tenaska Marketing Ventures ("TMV"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the February 14, 2024 effective date, as discussed below.

Background

EPNG's Tariff includes Agreement No. 618294-FT1EPNG, a non-conforming negotiated rate agreement with TMV ("TMV TSA"). Among other things, this TSA reflects the application of a fixed negotiated rate at primary and alternate points. The tariff records reflecting the TMV TSA were accepted by the Commission on August 23, 2023 in Docket No. RP23-946-000.

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.¹ 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, TMV submitted a request to temporarily move a portion of its capacity from the IFOXHILL (PIN 48151) receipt point to the IMALJMAR (PIN 56767) receipt point for the period beginning February 14, 2024 and continuing through February 29, 2024. EPNG notes that the IIMALJMAR point is currently included as an alternate receipt location at which the negotiated rate specified in the TMV TSA applies.² The TMV request was evaluated and accepted by EPNG and, therefore, the TMV TSA was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.³ Given that TMV'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.⁴ No other changes have been made to the TMV 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) (2023) and Subpart C of the Commission's regulations.⁵

Part VII, Sections 121.1 and 121.2 is updated to reflect the point redesignation for February 14, 2024 through February 29, 2024 for the TMV TSA.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁶ 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 TMV TSA; and
- c) clean and marked versions of each tariff record in PDF format.

¹ See Section 8.1(f)(iii)(B) of the GT&C of EPNG's Tariff.

² IIMALJMAR (PIN 56767) is included within the group of points designated as STML PER (PIN 302346) and is located on Segment 645, which are both specified on Exhibit B of the TMV TSA as locations at which the negotiated rate applies.

³ See Appendix A for a copy of the redesignation report for the TMV TSA. This report reflects the details regarding TMV's redesignation request and EPNG's approval of such request.

⁴ These temporary redesignations are similar to other receipt point redesignations submitted by TMV that were filed by EPNG and accepted by the Commission. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP24-189-000 (Dec. 18, 2023) (unpublished letter order) and Docket No. RP24-278-000 (Dec. 29, 2023) (unpublished letter order).

⁵ See 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

⁶ See 18 C.F.R. §§ 154.1 – 154.603 (2023) (Part 154).

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective February 14, 2024, consistent with the effective date of the point redesignation. As such, EPNG requests the Commission grant a waiver of the 30-day notice requirement found in 18 C.F.R. § 154.207 (2023) of the Commission's regulations.⁷ 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:

Ms. Shelly L. Busby
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4697
EPNGRegulatoryAffairs@kindermorgan.com

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El Paso Natural Gas Company, L.L.C.
1001 Louisiana Street, Suite 1000
Houston, TX 77002
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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 (2023)).

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

⁷ 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 Colorado Springs, Colorado as of this 13th day of February 2024.

/s/

Shelly L. Busby

Post Office Box 1087
Colorado Springs, CO
(719) 520-4697

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 105827

Company Name : TENASKA MKTG. VENTURES

Contract No : 618294-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 1

Submit Date & Time : 2/9/2024 8:59:46AM

Executed Date & time : 2/12/2024 3:55:06PM

Effective Date : 02/14/2024

ReDesignation End Date : 02/29/2024

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
48151	DCP OPER/EPNG (IFOXHILL) FOX HILL R	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	NN2	29	02/14/2024	02/29/2024	42,636
Re-Designation								
56767	FRONTIER/EPNG (IMALJMAR) MALJAMAR R	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	NN2	29	02/14/2024	02/29/2024	40,168
48151	DCP OPER/EPNG (IFOXHILL) FOX HILL R	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	NN2	29	02/14/2024	02/29/2024	2,468

Updated TSA Entitlements*

48151	DCP OPER/EPNG (IFOXHILL) FOX HILL R	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	NN2	29	02/14/2024	02/29/2024	2,468
56767	FRONTIER/EPNG (IMALJMAR) MALJAMAR R	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	NN2	29	02/14/2024	02/29/2024	40,168

*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. 618294-FT1EPNG

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

 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
TENASKA MARKETING VENTURES
 (Shipper)

Dated: ~~February 12~~December 20, 2024

Shipper's Transportation Contract Demand: See ¶11

~~Effective Dates: If the Commencement Date occurs before January 1, 2024, then from the Commencement Date through December 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/
IFOXHILL	48151	IRIOPUER	301797	NN2									15,510	17,847	40,776	41,561		
TRANSPORTATION CONTRACT DEMAND													15,510	17,847	40,776	41,561		

Effective Dates: February 14, 2024 – February 29, 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/
IFOXHILL	48151	IRIOPUER	301797	NN2		2,468												
IMALJMAR	56767	IRIOPUER	301797	NN2		40,168												
TRANSPORTATION CONTRACT DEMAND						42,636												

Effective Dates: ~~March 1, 2024~~ If the Commencement Date occurs before January 1, 2025, then from the later of January 1, 2024 or the Commencement Date through December 31, 2024.

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IFOXHILL	48151	IRIOPUER	301797	NN2	41,892	42,636	34,795	20,880	15,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		
TRANSPORTATION CONTRACT DEMAND					41,892	42,636	34,795	20,880	15,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		

Ex. A-1

Agreement No. 618294-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: ~~If the Commencement Date occurs on or before January 1, 2025 or if the Commencement Date occurs after January 1, 2025, then from the later of January 1, 2025 or the Commencement Date through March 31, 2035 the Expiration Date.~~

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IFOXHILL	48151	IRIOPUER	301797	NN2	66,892	67,636	59,795	45,880	40,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		
TRANSPORTATION CONTRACT DEMAND					66,892	67,636	59,795	45,880	40,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		

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.

Ex. A-2

Agreement No. 618294-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
EL PASO NATURAL GAS COMPANY, L.L.C.
 and
TENASKA MARKETING VENTURES
 (Shipper)

Dated: ~~February 12, 2024~~ ~~December 20, 2022~~

<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	2/14/24 - 3/31/35 See \$12	(1a)	(1)	(2)	(3)

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302344 STML ANA 302346 STML PER 302347 STML SJN	301797 IRIOPUER	2/14/24 - 3/31/35 See \$12	(1a)	(1)	(2)	(3)

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 \$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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Receipt Point located on Transporter's Segment No. 645 ("Eligible Alternate Point"), with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary Receipt Point. Shipper's request to redesignate its existing primary Receipt Point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Ex. B-1

Agreement No. 618294-FT1EPNG

**EXHIBIT B
(CONT.)**

Notes:

- 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.

Ex. B-2

Agreement No. 618294-FT1EPNG

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 between
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 (Shipper)

Dated: February 12, 2024

Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: February 14, 2024 – February 29, 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/
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TRANSPORTATION CONTRACT DEMAND						42,636												

Effective Dates: March 1, 2024 through December 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/
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TRANSPORTATION CONTRACT DEMAND							34,795	20,880	15,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		

Ex. A-1

Agreement No. 618294-FT1EPNG

**EXHIBIT A
 (CONT.)**

Effective Dates: January 1, 2025 through March 31, 2035

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
IFOXHILL	48151	IRIOPUER	301797	NN2	66,892	67,636	59,795	45,880	40,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		
TRANSPORTATION CONTRACT DEMAND					66,892	67,636	59,795	45,880	40,434	36,238	36,377	36,328	40,510	42,847	65,776	66,561		

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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As listed in Exhibit A	As listed in Exhibit A	2/14/24 - 3/31/35	(1a)	(1)	(2)	(3)

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Primary Delivery Point(s) / Location(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
302344 STML ANA 302346 STML PER 302347 STML SJN	301797 IRIOPUER	2/14/24 - 3/31/35	(1a)	(1)	(2)	(3)

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 \$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. The Parties further agree that the negotiated reservation rate set forth in the preceding sentence shall be applicable to any Receipt Point located on Transporter's Segment No. 645 ("Eligible Alternate Point"), with the exception of those requiring incremental rates (e.g., points on the Willcox Lateral) or Third Party Charges pursuant to Section 4.9 of the GT&C of Transporter's Tariff, that is redesignated as a primary Receipt Point. Shipper's request to redesignate its existing primary Receipt Point rights to any Eligible Alternate Point must satisfy the requirements of the redesignation provisions of the then-effective Tariff.

Ex. B-1

Agreement No. 618294-FT1EPNG

**EXHIBIT B
(CONT.)**

Notes:

- 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.

Ex. B-2