



February 29, 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 record listed below for inclusion in its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part II Section 5.6 Tenaska Mktg Ventures #618375-FT1EPNG Version 6.0.0

Proposed with an effective date of March 1, 2024, this tariff record updates 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 March 1, 2024 effective date, as discussed below.

### **Background**

EPNG's Tariff includes Agreement No. 618375-FT1EPNG with TMV which provides for a fixed negotiated rate ("TMV TSA"). The Commission accepted the TMV negotiated rates in an order dated March 16, 2023.<sup>1</sup> Currently, the tariff record reflecting the TMV TSA includes point redesignations that were accepted by the Commission on February 20, 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

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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 *El Paso Natural Gas Co.*, Docket No. RP23-471-000 (Mar. 16, 2023) (unpublished letter order).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 *El Paso Natural Gas Co.*, Docket No. RP24-361-000 (Feb, 20, 2024) (unpublished letter order).

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 March 1, 2024 through March 31, 2024 as indicated on the attached tariff record.

TMV's 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.<sup>4</sup> Given that the temporary redesignation request affects a negotiated rate agreement, EPNG is submitting tariff records to reflect the receipt point modifications.<sup>5</sup> No other changes to the TSA has been made and the TSA conforms to the *pro forma* FT-1 service agreement contained in the Tariff.

### **Tariff Provisions**

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2023) and Subpart C of Part 154 of the Commission's regulations.<sup>6</sup>

Part II, Section 5.6 is updated to reflect the temporary receipt point redesignation for the period March 1, 2024 through March 31, 2024 applicable to the TSA.

### **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;

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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 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.

<sup>5</sup> These temporary redesignations are similar to other receipt point redesignations, which were recently filed by EPNG and accepted by the Commission. See, e.g., *El Paso Natural Gas Co.*, RP24-189-000 (Dec. 18, 2023) (unpublished letter order), RP24-278-000 (Jan. 17, 2024) (unpublished letter order) and RP24-361-000 (Feb. 20, 2024) (unpublished letter order).

<sup>6</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

<sup>7</sup> 18 C.F.R. §§ 154.1 – 154.603 (2023).

- b) Appendix A, a copy of the redesignation report for the 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 March 1, 2024, 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 (2023) 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:

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Director, Regulatory  
El Paso Natural Gas Company, L.L.C.  
Post Office Box 1087  
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 (2023)).

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/  
Shelly L. Busby  
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 Colorado Springs, CO as of this 29<sup>th</sup> day of February 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**

**Request # :** 105969

**Company Name :** TENASKA MKTG. VENTURES

**Contract No :** 618375-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 4

**Submit Date & Time :** 2/27/2024 10:08:20AM

**Executed Date & time :** 2/27/2024 12:17:35PM

**Effective Date :** 03/01/2024

**ReDesignation End Date :** 03/31/2024

**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	03/01/2024	03/31/2024	31,945
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	03/01/2024	03/31/2024	10,000
302248	(PLAINS) PLAINS POOL	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	03/01/2024	03/31/2024	21,945

**Updated TSA Entitlements\***

300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	03/01/2024	03/31/2024	10,000
302248	(PLAINS) PLAINS POOL	301797	NMGASCO/EPNG (IRIOPUER) RIO PUERCO	SN2	29	03/01/2024	03/31/2024	21,945

\*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 #618375-FT1EPNG 4/	<del>32</del> /1/24 – <del>32</del> / <del>31</del> <del>29</del> /24  <del>43</del> /1/24 – 3/31/30 35,177	<del>21,945</del> <del>18,715</del> 301797 IRIOPUER 10,000 <del>Mar</del> <del>Feb</del> 2024  <del>31,945</del> — <del>Mar</del> 2024 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	<del>Mar</del> <del>Feb</del> 2024	1a/	1/ 2/ 3/  300109 INN26PLA	302248 PLAINS  301797 IRIOPUER

- 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 Agreement	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)	
Tenaska Marketing Ventures #618375-FT1EPNG 4/	3/1/24 –3/31/24	21,945	Mar 2024	1a/	1/ 2/ 3/	302248 PLAINS 300109 INN26PLA	301797 IRIOPUER 301797 IRIOPUER
		10,000	Mar 2024				
	4/1/24 – 3/31/30	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.