



October 27, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreements 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 its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part II	Section 5.29	Hartree Partners, LP #615843-FT1EPNG	Version 8.0.0
Part II	Section 5.33	Hartree Partners, LP #610670-FT1EPNG	Version 8.0.0

Proposed with an effective date of November 1, 2023, these tariff records update EPNG's Tariff to reflect temporary point redesignations on two existing transportation service agreements ("TSAs") between EPNG and Hartree Partners, LP ("Hartree"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 2023 effective date, as discussed below.

## **Background**

EPNG's Tariff includes Agreement No. 615843-FT1EPNG and Agreement No. 610670-FT1EPNG, both fixed negotiated rate agreements with Hartree ("Hartree TSAs"). Among other things, these TSAs reflect the application of a negotiated rate at various primary and alternate points. Since the initial acceptance of the tariff records reflecting the TSAs,<sup>1</sup> Hartree has redesignated primary points on these TSAs consistent with EPNG's Tariff. Currently, the tariff records reflecting the Hartree TSAs include point redesignations that were accepted by the Commission on October 17, 2023 and October 24, 2023.<sup>2</sup>

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP22-444-000 (Jan. 21, 2022) (unpublished letter order);  
*El Paso Natural Gas Co.*, Docket No. RP22-641-000 (Mar. 17, 2022) (unpublished letter order).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 *El Paso Natural Gas Co.*, Docket No. RP23-1060-000 (Oct. 17, 2023) (unpublished letter order);  
*El Paso Natural Gas Co.*, Docket No. RP24-26-000 (Oct. 24, 2023) (unpublished letter order).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).

Recently, Hartree submitted a request to temporarily shift its capacity from the primary receipt point of ILEARWAS (PIN 314520) to INN26PLA (PIN 300109) on Agreement No. 615843-FT1EPNG for the period November 1, 2023 through November 30, 2023, as indicated on the attached tariff record. Similarly, Hartree submitted a separate redesignation request for Agreement No. 610670 to temporarily shift some of its capacity from the primary receipt point of BONDADST (PIN 300724) to INN26PLA (PIN 300109) for the same November time period.

In both TSAs, the relevant fixed negotiated rate applies to INN26PLA on an alternate basis.<sup>4</sup> Hartree’s requests were accepted by EPNG and, therefore the agreements were deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>5</sup> Given that Hartree’s temporary redesignation requests affect negotiated rate agreements, EPNG is submitting tariff records to reflect the receipt point modifications and the relevant time period.<sup>6</sup> No other changes to the Hartree TSAs have been made.

### **Tariff Provisions**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2022) and Subpart C of Part 154 of the Commission’s regulations.<sup>7</sup>

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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> INN26PLA is included within STML PER (PIN 302346) identified on Exhibit B of each Hartree TSA.

<sup>5</sup> See Appendix A for copies of the redesignation reports for the Hartree TSAs. These reports reflect the details regarding Hartree’s redesignation requests and EPNG’s approval of such requests.

<sup>6</sup> These temporary redesignations are similar to other receipt point redesignations, which were filed by EPNG and accepted by the Commission in Docket Nos. RP23-947-000, RP23-1028-000, RP23-1060 and RP24-26-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP23-1060-000 (Oct. 17, 2023) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP24-26-000 (Oct. 24, 2023) (unpublished letter order).

<sup>7</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

Part II, Section 5.29 and Section 5.33 is updated to reflect the temporary redesignations to the INN26PLA receipt point from November 1, 2023 through November 30, 2023 applicable to Hartree's Agreement Nos. 615843-FT1EPNG and 610670-FT1EPNG.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>8</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 Hartree 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 November 1, 2023, contemporaneous with the effective date of the point redesignations. 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>9</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:

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

David R. Cain  
Assistant General Counsel  
El Paso Natural Gas Company, L.L.C.  
Post Office 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)).

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<sup>8</sup> 18 C.F.R. §§ 154.1 – 154.603 (2022).

<sup>9</sup> 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 27<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 # :** 104702

**Company Name :** HARTREE PARTNERS, LP

**Contract No :** 615843-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 10

**Submit Date & Time :** 10/23/2023 2:47:41PM

**Executed Date & time :** 10/24/2023 8:51:53AM

**Effective Date :** 11/01/2023

**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
<b>Current</b>								
314520	EMP-EOIT/EPNG (ILEARWAS) TRANSOK TO	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	AN2-NN2	27	11/01/2023	11/30/2023	50,000
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2023	11/30/2023	50,000
<b>Updated TSA Entitlements*</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2023	11/30/2023	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.

### Primary Receipt and Delivery Point ReDesignation Report

**Request # :** 104703

**Company Name :** HARTREE PARTNERS, LP

**Contract No :** 610670-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 22

**Submit Date & Time :** 10/23/2023 2:51:47PM

**Executed Date & time :** 10/24/2023 8:51:39AM

**Effective Date :** 11/01/2023

**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
<b>Current</b>								
300724	(BONDADST) BONDAD STATION	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	NN3-AN1	30	11/01/2023	11/30/2023	50,000
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	AN1	30	11/01/2023	11/30/2023	50,000
<b>Current</b>								
300724	(BONDADST) BONDAD STATION	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	11/01/2023	11/30/2023	31,000
<b>Updated TSA Entitlements*</b>								
300724	(BONDADST) BONDAD STATION	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	11/01/2023	11/30/2023	31,000
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	AN1	30	11/01/2023	11/30/2023	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.



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 #615843-FT1EPNG	<del>110</del> 1/23 – <del>110</del> 301/23	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	<del>124</del> 1/23 – 10/31/24 314604 DPG&ETOP		50,000	1a/	1/	1/	314520 ILEARWAS
	<del>110</del> 1/23 – 10/31/24		1a/	1/	1/	Alternate Receipt Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN 43886 RYAN GULCH 42235 LOVE RANCH 36100 GREASEWOOD 40237 GREASEWOOD X 41781 DARK CANYON	Alternate Delivery Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP 41781 DARK CANYON 42223 YELLOW JKT 42235 LOVE RANCH 40370 HARE CANYON 36106 TW BLANCO

- 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 \$9.1250 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.

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/	1 <del>10</del> /1 <del>6</del> /23 – 1 <del>10</del> /30 <del>1</del> /23	31,000	1a/	1/2/3/		300724 BONDADST	305421 INNDUMAS
		50,000				300109 INN26PLA	314350 INGPLMOR
	1 <del>2</del> /1/23 – 10/31/24	31,000	1a/	1/2/3/		300724 BONDADST	305421 INNDUMAS
		50,000				300724 BONDADST	314350 INGPLMOR
	1 <del>10</del> /1 <del>6</del> /23 – 10/31/24		1a/	1/2/3/		Alternate Receipt Point(s)	Alternate Delivery Point(s)
						302344 STML ANA	302344 STML ANA
						302346 STML PER	302346 STML PER
						302347 STML SJN	302347 STML SJN
							314604 DPG&ETOP
							332503 DSCALTOP
							305421 INNDUMAS
							314350 INGPLMOR

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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 \$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.

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Hartree Partners, LP #615843-FT1EPNG	11/1/23 – 11/30/23	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	12/1/23 – 10/31/24	50,000	1a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	11/1/23 – 10/31/24		1a/	1/	1/	Alternate Receipt Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN 43886 RYAN GULCH 42235 LOVE RANCH 36100 GREASEWOOD 40237 GREASEWOOD X 41781 DARK CANYON	Alternate Delivery Point(s) 302344 STML ANA 302346 STML PER 302347 STML SJN 314604 DPG&ETOP 332503 DSCALTOP 41781 DARK CANYON 42223 YELLOW JKT 42235 LOVE RANCH 40370 HARE CANYON 36106 TW BLANCO

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Hartree Partners, LP #610670-FT1EPNG 4/	11/1/23 – 11/30/23	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300109 INN26PLA	305421 INNDUMAS 314350 INGPLMOR
	12/1/23 – 10/31/24	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300724 BONDADST	305421 INNDUMAS 314350 INGPLMOR
	11/1/23 – 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

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