



August 1, 2024

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

Attention: Ms. Debbie-Anne A. Reese, Acting 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 5.33 Hartree Partners, LP #610670-FT1EPNG Version 18.0.0

Proposed with an effective date of August 5, 2024, this tariff record updates EPNG's Tariff to reflect a temporary point redesignation for an existing transportation service agreement between EPNG and Hartree Partners, LP ("Hartree"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the August 5, 2024 effective date, as discussed below.

Background

EPNG's Tariff includes Agreement No. 610670-FT1EPNG, a fixed negotiated rate agreement with Hartree ("TSA"). Among other things, this TSA reflects the application of a negotiated rate at various primary and alternate points. Since the initial acceptance of this tariff record reflecting the TSA,¹ Hartree has redesignated primary points on this TSA consistent with EPNG's Tariff. Currently, the tariff record reflecting the TSA includes point redesignations accepted by the Commission on July 11, 2024.² Most recently, EPNG submitted a tariff record reflecting a temporary primary point redesignation to be effective August 1, 2024 for the Commission's review in Docket No. RP24-929-000.³

¹ *El Paso Natural Gas Co.*, Docket No. RP22-641-000 (Mar. 17, 2022) (unpublished letter order).

² *El Paso Natural Gas Co.*, Docket No. RP24-852-000 (July 11, 2024) (unpublished letter order).

³ This tariff record remains pending before the Commission. The tariff record submitted herewith has been marked off the record pending before the Commission. Should this pending tariff record not be accepted by the Commission, EPNG will file to modify the tariff record submitted in this filing.

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.⁴ 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 BONDADST (PIN 300724) to the INN26PLA (PIN 300109) receipt point for the period August 5, 2024 through August 31, 2024.⁵

Hartree’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.⁶ Given that the temporary redesignation request affects a negotiated rate agreement, EPNG is submitting a tariff record to reflect the receipt point modification.⁷ No other changes to the TSA have 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.⁸

Part II, Section 5.33 is updated to reflect the temporary receipt point redesignation for the period August 5, 2024 through August 31, 2024 applicable to the TSA.

⁴ See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

⁵ As shown in Exhibit B of the TSA, the relevant fixed negotiated rate applies to all receipt points included within STML PER (PIN 302346) on an alternate basis. Specifically, the INN26PLA receipt point is included within STML PER (PIN 302346).

⁶ See Appendix A for a copy of the redesignation report for the TSA. This report reflects the details regarding Hartree’s redesignation request and EPNG’s approval of such request.

⁷ This temporary redesignation is 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.*, RP24-716-000 (May 21, 2024) (unpublished letter order), RP24-786-000 (June 13, 2024) (unpublished letter order) and RP24-852-000 (July 11, 2024) (unpublished letter order).

⁸ See 18 C.F.R. §§ 154.201 – 154.210 (2023) (Subpart C).

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁹ 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 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 August 5, 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.¹⁰ 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:

Ms. Shelly L. Busby
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Colorado Springs, CO 80944
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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 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.

⁹ 18 C.F.R. §§ 154.1 – 154.603 (2023).

¹⁰ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

Respectfully submitted,

EL PASO NATURAL GAS COMPANY, L.L.C.

By _____ /s/ _____

Shelly L. Busby
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 Colorado Springs, Colorado as of this 1st day of August 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 # : 107108

Company Name : HARTREE PARTNERS, LP

Contract No : 610670-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 38

Submit Date & Time : 7/30/2024 10:53:16AM

Executed Date & time : 7/30/2024 12:16:01PM

Effective Date : 08/05/2024

ReDesignation End Date : 08/31/2024

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
300724	(BONDADST) BONDAD STATION	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	NN3-AN1	30	08/05/2024	08/31/2024	31,000
Re-Designation								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	AN1	30	08/05/2024	08/31/2024	31,000

Current								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	AN1	30	08/05/2024	08/31/2024	50,000

Updated TSA Entitlements*								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314350	NGPL/EPNG (INGPLMOR) MOORE COUNTY I	AN1	30	08/05/2024	08/31/2024	50,000
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	305421	NNG/EPNG (INNDUMAS) DUMAS PLT	AN1	30	08/05/2024	08/31/2024	31,000

*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 INNDUMAS #610670-FT1EPNG 4/	8/5/24 – 8/31/24	31,000	1a/	1/2/3/		300109714 INN26PLA BONDADST	305421
		50,000				300109 INN26PLA	314350 INGPLMOR
	9/1/24 – 10/31/24	31,000	1a/	1/2/3/		300724 BONDADST	305421 INNDUMAS
		50,000				300724 BONDADST	314350 INGPLMOR
	8/5/24 – 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

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.

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 (Rates per Dth/day)

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Hartree Partners, LP #610670-FT1EPNG 4/	8/5/24 – 8/31/24	31,000 50,000	1a/	1/2/3/		300109 INN26PLA 300109 INN26PLA	305421 INNDUMAS 314350 INGPLMOR
	9/1/24 – 10/31/24	31,000 50,000	1a/	1/2/3/		300724 BONDADST 300724 BONDADST	305421 INNDUMAS 314350 INGPLMOR
	8/5/24 – 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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