

August 27, 2025

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

Attention: Ms. Debbie-Anne A. Reese, Secretary

Re: Negotiated Rate Agreement Update; El Paso Natural Gas Company, L.L.C.; Docket No. RP25-

#### 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 Part II of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.49 Sempra Gas & Power Marketing #618975-FT1EPNG Version 13.0.0

Proposed with an effective date of September 1, 2025, this tariff record updates EPNG's tariff to reflect a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Sempra Gas & Power Marketing ("Sempra"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the proposed effective date, as discussed below.

#### **Background**

EPNG's Tariff includes Agreement No. 618975-FT1EPNG with Sempra that provides for a fixed negotiated reservation rate. Since the initial acceptance of the tariff record reflecting the TSA,<sup>1</sup> Sempra has redesignated primary points on its TSA consistent with EPNG's Tariff. Currently, the tariff record reflecting the Sempra TSA includes a point redesignation that was recently accepted by the Commission.<sup>2</sup>

El Paso Natural Gas Co., Docket No. RP24-182-000 (Dec. 20, 2023) (unpublished letter order).

<sup>&</sup>lt;sup>2</sup> El Paso Natural Gas Co., Docket No. RP25-1026-000 (Aug. 19, 2025) (unpublished letter order).

### Reason for Filing

Pursuant to Section 8.1(f)(iii) of the General Terms and Conditions ("GT&C") 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 re-designation 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, Sempra submitted a request for Agreement No. 618975-FT1EPNG to temporarily redesignate capacity rights from its primary receipt point of IMAYFLDR (PIN 50505) to PLAINS (PIN 302248) for the period September 1, 2025 through September 30, 2025, as indicated on the attached tariff record. Currently, PLAINS is included in the TSA as an alternate receipt point at which the negotiated rate specified in the TSA applies. Sempra's request was accepted by EPNG and, therefore, Agreement No. 618975-FT1EPNG was amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>4</sup> Given that Sempra's temporary redesignation request affects a negotiated rate agreement, EPNG is proposing to update the relevant tariff record to reflect the receipt point modification and the relevant time period.<sup>5</sup> No other changes to the TSA has been made.

### **Tariff Provisions**

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of Part 154 of the Commission's regulations.<sup>6</sup>

<u>Part II, Section 5.49</u> is updated to reflect a point redesignation for Sempra's Agreement No. 618975-FT1EPNG applicable to September 1, 2025 through September 30, 2025.

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

See Appendix A for a copy of the redesignation report for Agreement No. 618975-FT1EPNG. This report reflects the details regarding Sempra's redesignation request and EPNG's approval of such request.

This temporary redesignation is similar to other receipt point redesignations, which were filed by EPNG and accepted by the Commission in Docket Nos. RP25-931-000, RP25-985-000 and RP25-1026-000. See, e.g., El Paso Natural Gas Co., Docket No. RP25-985-000 (July 22, 2025) (unpublished letter order).

<sup>&</sup>lt;sup>6</sup> 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

#### **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 Sempra redesignation report; 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 September 1, 2025, 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 (2025) of the Commission's regulations. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff record 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 80944-1087
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EPNGRegulatoryAffairs@kindermorgan.com

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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 (2025).

<sup>7</sup> 18 C.F.R. §§ 154.1 – 154.603 (2025).

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

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.

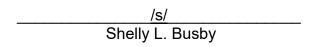
By /s/
Shelly L. Busby
Director, Regulatory

Enclosures

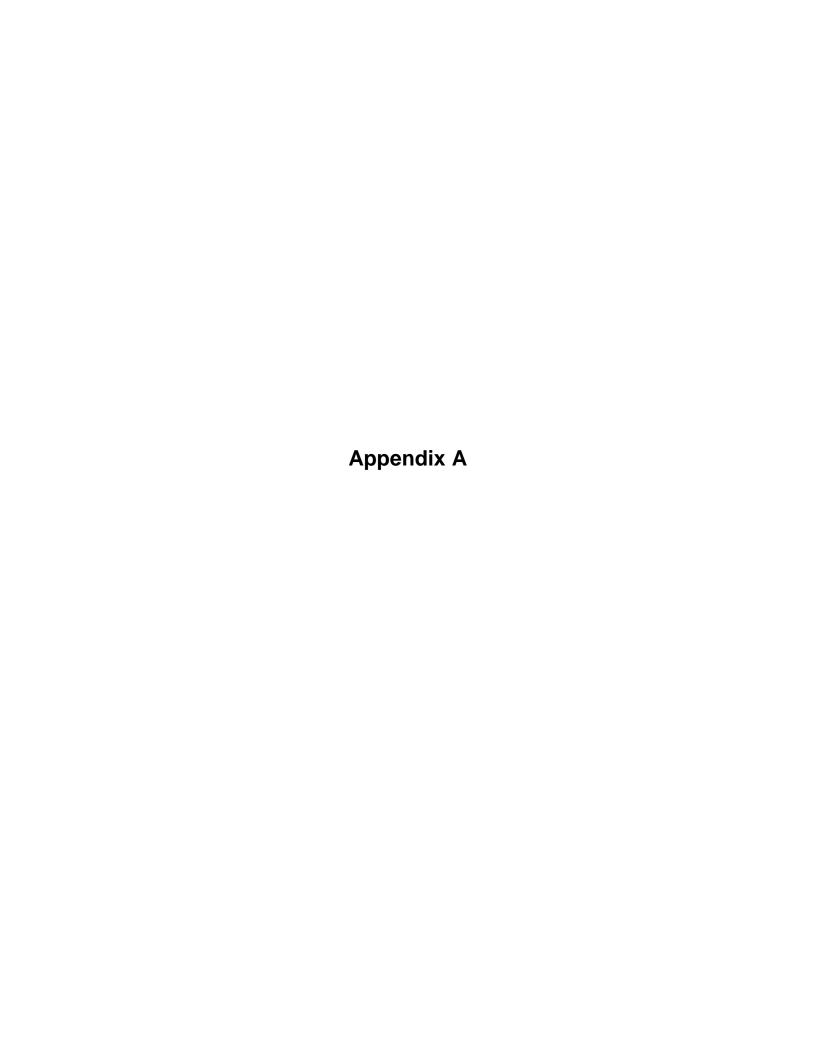
# **Certificate of Service**

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 Regulations.

Dated at Colorado Springs, Colorado as of this 27th day of August 2025.



Post Office Box 1087 Colorado Springs, CO 80944-1087 (719) 520-4657



# Primary Receipt and Delivery Point ReDesignation Report

Request #: 110697 Company Name: SEMPRA GAS & POWER MARKETING,

Contract No: 618975-FT1EPNG Status: EXECUTED

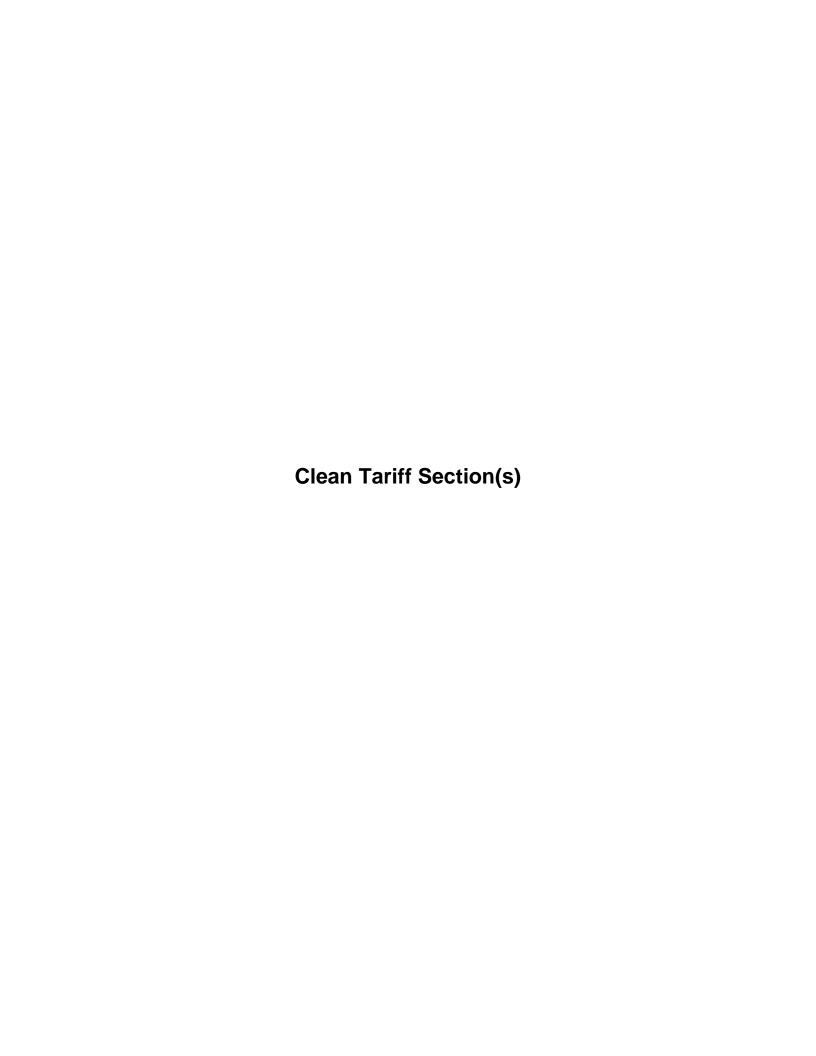
Acquired Capacity Agreement: N Amendment No: 26

**Effective Date**: 09/01/2025 **ReDesignation End Date**: 09/30/2025

**Customer Comments:** 

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	AN2-CC1	27	09/01/2025	09/30/2025	31,145
Re-Designati	ion							
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCAL EHRENB	AN2-CC1	27	09/01/2025	09/30/2025	31,145
Current								
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCAL	AN2-NN2	27	09/01/2025	09/30/2025	18,855
Updated TSA Entitlements*								
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG AN2-CC1 27 ( (DSCALEHR) SOCAL EHRENB		09/01/2025	09/30/2025	31,145	
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCAL	AN2-NN2	27	09/01/2025	09/30/2025	18,855

<sup>\*</sup>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	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #618975-FT1EPNG 4/	9/1/2025 — 9/30/2025	31,145 18,855	1a/ 1a/	1/2/3/ 1/2/3/	302248 PLAINS 50505 IMAYFLDR	301016 DSCALEHR 332503 DSCALTOP
	10/1/2025 – 12/31/2038 Januar Febru June July Augus Septer Octob Nover	try 50,000 24,053 20,571 t 34,317 nber 18,855 er 3,870 nber 3,321	1a/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
	1/1/2039 – 12/31/2048 Janua Febru June July Augus Septer Octob Nover Decer	50,000 24,053 20,571 t 34,317 nber 18,855 er 3,870 nber 3,321	1/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
	10/1/2025 – 12/31/2038 March April May June July Augus Septer Octob Nover	50,000 50,000 25,947 29,429 t 15,683 aber 31,145 er 46,130	1a/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
	1/1/2039 – 12/31/2048 March April May June July	50,000 50,000 50,000 25,947 29,429	1/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR

El Paso Natural Gas Company, L.L.C. FERC Gas Tariff
Third Revised Volume No. 1A

Part II: Stmt. of Rates Section 5.49 - Sempra Gas & Power Marketing #618975-FT1EPNG Version 13.0.0

August	15,683
September	31,145
October	46,130
November	46,679

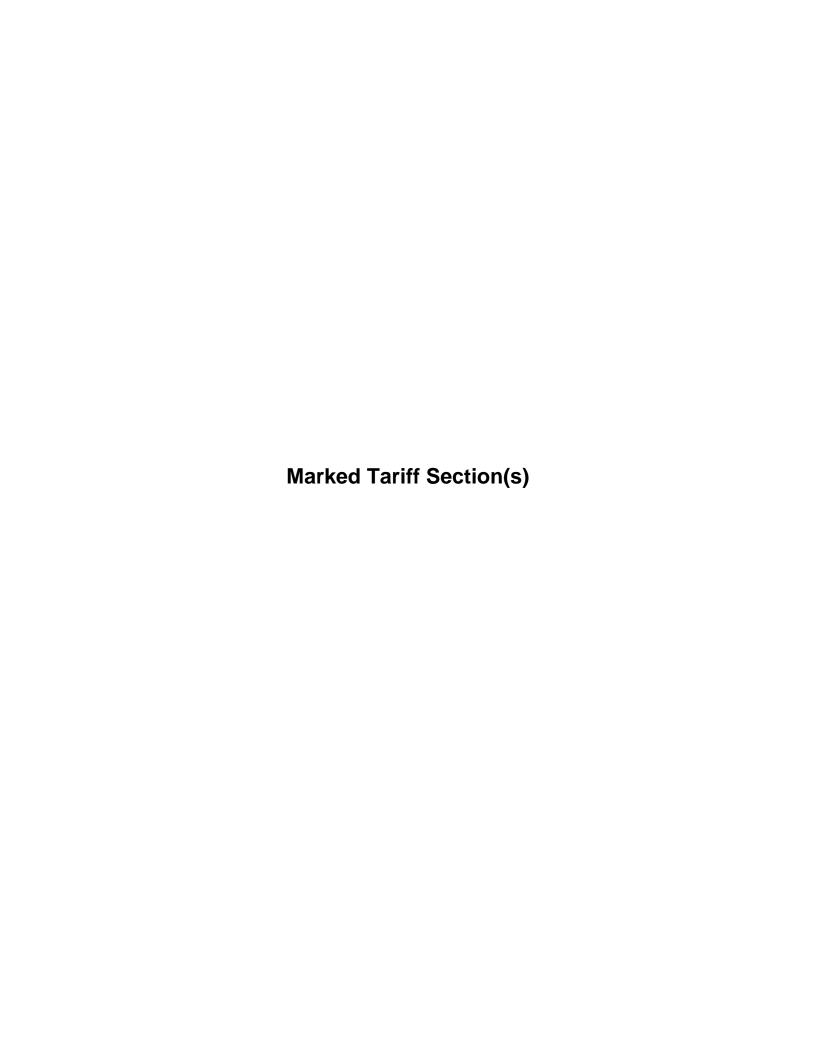
Primary and Alternate Primary and Alternate Receipt Point(s) Delivery Point(s) 1/2/3/ All EPNG Receipt Points All EPNG Delivery Points 9/1/2025 - 12/31/20381a/ except those requiring except those requiring incremental rates (e.g., incremental rates (e.g., Willcox Lateral Receipt Willcox Lateral Delivery Points) or Third Party Points) or Third Party Charges pursuant to GT&C Charges pursuant to GT&C Section 4.9 of Transporter's Section 4.9 of Transporter's Tariff Tariff

- 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 \$12.1667 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 Service		TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)	
Sempra Gas & Power	<u>9</u> 8/1/2025 - <u>9/30</u> 8/31/2025		3 <u>1</u> 4, <del>317</del> <u>145</u> 1a/		1a/	1/2/3/	302248 PLAINS	
Marketing, LLC 301016 DSCALEHR #618975-FT1EPNG 4/	301016 DSCALEHR 332503 DSCAL 109/1/2025 – 12/31/2038 332503 DSCALTOP		-TOP 15,683 <u>18,855</u>	1 a/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP	
			January	50,000	1a/	1/2/3/	50505 IMAYFLDR	
	332303 BECALIOI	February June July August September October November December	50,000 24,053 20,571 34,317 18,855 3,870 3,321 50,000					
	1/1/2039 – 12/31/2048	January February June July August September October November December	50,000 50,000 24,053 20,571 34,317 18,855 3,870 3,321 50,000	1/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP	
	9 <u>10</u> /1/2025 – 12/31/203 301016 DSCALEHR	May June July August September October November	March 50,000 25,947 29,429 15,683 31,145 46,130 46,679	50,000 April	1a/ 50,000	1/2/3/	50505 IMAYFLDR	
	1/1/2039 – 12/31/2048	March April	50,000 50,000	1/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR	

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May	50,000
June	25,947
July	29,429
August	15,683
September	31,145
October	46,130
November	46,679

Primary and Alternate Primary and Alternate Receipt Point(s) Delivery Point(s) <del>89</del>/1/2025 - 12/31/2038 1/2/3/ All EPNG Receipt Points All EPNG Delivery Points 1a/ except those requiring except those requiring incremental rates (e.g., incremental rates (e.g., Willcox Lateral Delivery Willcox Lateral Receipt Points) or Third Party Points) or Third Party Charges pursuant to GT&C Charges pursuant to GT&C Section 4.9 of Transporter's Section 4.9 of Transporter's Tariff Tariff

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4/ This contract does not deviate in any material aspect from the form of service agreement.