



September 18, 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 the Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff"):

Part II: Section 5.44 Eco-Energy Natural Gas LLC #612617-FT1EPNG Version 5.0.0

Proposed with an effective date of October 1, 2025, this tariff record proposes to amend an existing transportation service agreement ("TSA") between EPNG and Eco-Energy Natural Gas LLC ("Eco") and to reflect a recent temporary point redesignation. 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. 612617-FT1EPNG,¹ a negotiated rate agreement with Eco ("Eco TSA"). Among other things, this TSA reflects the application of negotiated rates at various points. Currently, the tariff record reflecting the Eco TSA includes point redesignations that were accepted by the Commission on July 22, 2025 in Docket No. RP25-986-000.²

Reason for Filing

Amendment Effective November 1, 2025

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG

¹ El Paso Natural Gas Co., Docket No. RP22-1260-000 (Oct. 20, 2022) (unpublished letter order).

² El Paso Natural Gas Co., Docket No. RP25-986-000 (July 22, 2025) (unpublished letter order).

and a shipper to agree to a service rate that varies as to the form of the rate and/or the minimum-to-maximum range provided on the Statement of Rates. EPNG has executed an amendment dated January 9, 2025 to its existing TSA with Eco to reflect new negotiated reservation rates, new alternate points at which the negotiated rates apply and a term extension. The amendment is effective November 1, 2025 through October 31, 2035.³ Transactions between primary receipt and delivery points will be subject to a new fixed negotiated reservation rate of \$17.0333 per Dekatherm ("Dth"). This negotiated reservation rate will also apply to transactions including alternate points as noted on the TSA.⁴

Additionally, the amendment further specifies a negotiated reservation rate applicable to transactions with at least one point to which primary rights have been redesignated. Specifically, the applicable reservation rate for such transactions shall be equal to the higher of: (i) the negotiated reservation rate of \$17.0333 per Dth as stated in the TSA, or (ii) the applicable maximum reservation rate for the primary receipt and delivery points of any such redesignation.

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.⁵ In accordance with this policy, EPNG is submitting a revised tariff record to reflect the new negotiated reservation rates and other amended contractual terms for the Eco TSA. No other changes to the Eco TSA have been made and the Eco TSA conforms to the *pro forma* FT-1 service agreement contained in the Tariff.

Temporary Receipt Point Redesignation

Recently, Eco submitted a request to temporarily redesignate capacity rights from the primary receipt point of PLAINS (PIN 302248) to the INN26PLA (PIN 300109) receipt point for the period October 1, 2025 through December 31, 2025, as indicated on the attached tariff record.⁶ Eco's request was accepted by EPNG⁷ and therefore the Eco TSA was amended for the relevant time period pursuant to Section 8.1(f)(iii)(F) of the GT&C.⁸ Given that Eco's temporary redesignation request affects both the existing TSA and the amendment described herein, EPNG is proposing to update the relevant tariff record to reflect the temporary receipt

³ The Eco TSA currently provides for termination date of October 31, 2025.

⁴ The primary receipt and delivery points and transportation contract demand quantity of 15,000 Dth per day remain unchanged.

⁵ See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006).

⁶ This temporary redesignation request affects both the currently effective Eco TSA and the amended Eco TSA. Additionally, for the month of October 2025, the currently effective negotiated rate of \$11.0077 per Dth will apply. Transactions occurring in the months of November and December 2025 will be assessed the amended negotiated rates related to the redesignation of primary points as described above and as reflected on the proposed tariff record.

⁷ These temporary redesignations are similar to temporary receipt point redesignations applicable to the Eco TSA that were filed by EPNG and accepted by the Commission in Docket No. RP24-598-000, Docket No. RP24-1053-000 and Docket No. RP25-986-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP25-986-000 (July 22, 2025) (unpublished letter order).

⁸ See Appendix A for a copy of the redesignation report for the Eco TSA. This report reflects the details regarding Eco's redesignation request and EPNG's approval of such request. See also *supra* note 6.

point modification and its applicable period, October 1, 2025 through December 31, 2025.⁹ No modifications other than those described above have been made and the Eco 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) (2025) and Subpart C of the Commission's regulations.¹⁰

Part II, Section 5.44 reflects the updated contract amendment information and the temporary receipt point redesignation for the relevant time periods for the Eco TSA.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,¹¹ 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 Eco 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 October 1, 2025 consistent with the effective date of the point redesignation. As such, EPNG requests the Commission grant a waiver of the 30-day notice requirement as permitted by 18 C.F.R. § 154.207 (2025) of the Commission's regulations.¹² 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
Telephone: (719) 520-4657
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
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)).

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

⁹ Because the instant filing includes an amendment to Eco's Agreement No. 612617-FT1EPNG as well as a recent redesignation, EPNG has reflected each of these transactions on the proposed tariff record.

¹⁰ See 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

¹¹ See 18 C.F.R. §§ 154.1 – 154.603 (2025) (Part 154).

¹² See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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 18th day of September 2025.

/s/

Shelly L. Busby

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

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 110714

Company Name : ECO-ENERGY NATURAL GAS, LLC

Contract No : 612617-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 10

Submit Date & Time : 8/26/2025 9:14:27AM

Executed Date & time : 8/26/2025 11:15:14AM

Effective Date : 10/01/2025

ReDesignation End Date : 12/31/2025

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
302248	(PLAINS) PLAINS POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2025	10/31/2025	15,000
Re-Designation								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS PLA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2025	10/31/2025	15,000
Current								
302248	(PLAINS) PLAINS POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2025	12/31/2025	15,000
Re-Designation								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS PLA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2025	12/31/2025	15,000
Updated TSA Entitlements*								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS PLA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2025	10/31/2025	15,000
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS PLA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2025	12/31/2025	15,000

*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	Term of	TCD Delivery (Dth/d)	Reservation	Usage	<u>Authorized Overrun</u> -	Primary Receipt	Primary
Shipper Identification	Service		Rate 1/	Rate	Rate	Point(s)	Point(s)
Eco-Energy Natural Gas, LLC	<u>1007/01/25 – 109/31/25</u>	15,000		1a/	1/		-300109
INN26PLA	314604 DPG&ETOP						
#612617-FT1EPNG	<u>11/01/25 – 12/31/25</u>	<u>15,000</u>	<u>1b/ /1c</u>	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	<u>010/01/265 – 10/31/325</u>	15,000	<u>1ba/ /1c</u>	1/	1/4/	302248	PLAINS
	<u>314604 DPG&ETOP</u>	<u>314604 DPG&ETOP</u>					
						<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
							314604 DPG&ETOP
			1b/				41781 DARK CANYON
						302248 PLAINS	42223 YELLOW JCKT PASS
						43886 RYAN GULCH	42235 LOVE RANCH
						40237 GREASEWOOD	36106 TW BLANCO
							43886 RYAN GULCH
						<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
			1b/				
						<u>All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time.</u>	<u>All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time.</u>

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 \$11.0077 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.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$17.0333 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in his Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate stated in Note 1a immediately above in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).
- 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 Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	10/01/25 – 10/31/25	15,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	11/01/25 – 12/31/25	15,000	1b/ /1c	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	01/01/26 – 10/31/35	15,000	1b/ /1c	1/	1/	302248 PLAINS	314604 DPG&ETOP
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
			1b/			302248 PLAINS 43886 RYAN GULCH 40237 GREASEWOOD	314604 DPG&ETOP 41781 DARK CANYON 42223 YELLOW JCKT PASS 42235 LOVE RANCH 36106 TW BLANCO 43886 RYAN GULCH
			1b/			Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						All Receipt Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Receipt Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time.	All Delivery Points as they may change from time to time, excluding those requiring incremental rates (e.g., Willcox Lateral Delivery Points) or Third Party Charges pursuant to GT&C Section 4.9 of Transporter's Tariff as that provision may move or change from time to time.

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 \$11.0077 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.

- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$17.0333 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in his Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate stated in Note 1a immediately above in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).
- 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.