

September 29, 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 Filing;

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 EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Part II Section 5.36 Eco-Energy Natural Gas LLC #617531-FT1EPNG Version 1.0.0

Proposed with an effective date of November 1, 2025, this tariff record updates the Statement of Negotiated Rates in EPNG's Tariff to reflect an amendment to an existing Rate Schedule FT-1 negotiated rate transportation service agreement ("TSA") between EPNG and Eco-Energy Natural Gas LLC ("Eco"). EPNG respectfully requests that tariff record become effective on the proposed date of November 1, 2025, consistent with the effective date of the amended TSA.

#### Reason for Filing

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. TSA No. 617531-FT1EPNG ("Eco TSA") is an existing negotiated rate TSA currently included in EPNG's Tariff which was previously reviewed and accepted by the Commission. EPNG has executed an amendment to the Eco TSA updating certain contractual terms, as described below.

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record

This TSA was most recently reviewed by the Commission in Docket No. RP22-890-000. See El Paso Natural Gas Co., Docket No. RP22-890-000 (May 19, 2022) (unpublished letter order).

identifying the transaction.<sup>2</sup> In accordance with this policy, EPNG is submitting a tariff record to reflect the negotiated rates and certain modified contractual terms for the Commission's review and acceptance.

## **Description of TSA**

The Eco TSA was amended to reflect a ten-year term extension through October 31, 2035. Additionally, as shown in the attached marked tariff record, the negotiated rate was updated to reflect a negotiated total reservation rate of \$12.1667 per Dekatherm ("Dth") per month for the full term of the amended TSA. This negotiated rate TSA continues to apply to the primary receipt and delivery points<sup>3</sup> and to certain alternate points specified in the TSA.

## **Description of Filing**

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>4</sup>

Part II, Section 5.36 reflects the updated terms applicable to the amended negotiated rate TSA as discussed earlier. Additionally, consistent with the Commission's policy, the proposed tariff record includes a statement that the underlying agreement conforms in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.

#### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>5</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter; and
- clean and marked versions of the tariff record in PDF format. b)

EPNG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on November 1, 2025, which is

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).

The Eco TSA retains the existing primary receipt point of RYAN GULCH (PIN 43886) for the months of November and December 2025. Effective January 1, 2026, and continuing through October 31, 2035, the primary receipt point will be BLANCO (PIN 300714). The primary delivery point of DPG&ETOP (PIN 314604) as well as the transportation contract demand quantity of 9,788 Dth per day remain unchanged.

<sup>&</sup>lt;sup>4</sup> 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C). <sup>5</sup> 18 C.F.R. §§ 154.101 – 154.603 (2025).

not less than thirty days nor more than sixty days following the submission of this filing. With respect to any tariff record the Commission allows to go in to 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
Telephone: (719) 520-4567
EPNGRegulatoryAffairs@kindermorgan.com

Mr. Tim Cronin
Managing Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 520-4290
Tim Cronin@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 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.

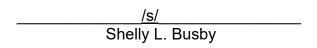
By\_\_\_\_\_\_Shelly L. Busby
Director, Regulatory

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 29<sup>th</sup> day of September, 2025.



Post Office Box 1087 Colorado Springs, CO 80944 (719) 520-4657 El Paso Natural Gas Company, L.L.C. FERC Gas Tariff
Third Revised Volume No. 1A

Part II: Stmt. of Rates Section 5.36 - Eco-Energy Natural Gas, LLC #617531-FT1EPNG Version 1.0.0

# 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)
Eco-Energy Natural GULCH	<u>115</u> /1/202 <u>52</u> – 1 <u>20</u> /31/ 314604 DPG&ETOP	20 <u>25</u> <del>22</del> —	<u>9,788</u> <del>20,0</del> 0	<del>00</del> 1a/	1/	43886RYAN
Gas, LLC	<u>0</u> 14/1/202 <u>62</u> _ 10/31/2 	0325 9,788	1a/	1/	300714 BLANCO	314604 DPG&ETOP—
#617531-FT1EPNG	7,700					
					Primary and Alternate	Primary and Alternate
					Receipt Point(s)	Delivery Point(s)
					43886 RYAN GULCH	41781 DARK CANYON
					42235 LOVE RANCH	42223 YELLOW JCKT PASS
					41781 DARK CANYON	42235 LOVE RANCH
					40237 GREASEWOOD	36106 TW BLANCO
			1a/			43886 RYAN GULCH
			1a/		All Receipt Points as they	All Delivery Points as they
					may change from time to	may change from time to
					time, excluding those	time, excluding those
					requiring incremental	requiring incremental
					rates (e.g., Willcox	rates (e.g., Willcox
					<u>Lateral Receipt Points</u> )	Lateral Delivery Points)
					or Third Party Charges	or Third Party Charges
					pursuant to GT&C Section	pursuant to GT&C Section
					4.9 of Transporter's Tariff	4.9 of Transporter's Tariff
					as that provision may move	
					or change from time to time	e. or change from time to time.
					Alternate Receipt	Alternate Delivery
			1a/	1/	Point(s)	Point(s)
			100		302344 STML ANA	300716 BLANTRAN
					302346 STML PER	300726 BONDTRAN
					302347 STML SJN	300729 BONSTRAN
					43886 RYAN GULCH	302136 KEYTRAN
					42235 LOVE RANCH	302407 WAHATRAN
					TALES LOVE RAINCH	JUZTU / W/MI/MIR/MIN

Part II: Stmt. of Rates Section 5.36 - Eco-Energy Natural Gas, LLC #617531-FT1EPNG Version 1.0.0

		301016 DSCALEHR 40237 GREASEWOOD 332569 DAGMOJ 301693 INORBAJA	301595 IKEYSTOR 301016 DSCALEHR 301693 INORBAJA 314350 INGPLMOR 314604 DPG&ETOP 332503 DSCALTOP 332554 KRAMER 332531 SOCWR 314347 INWPLBLA -301881 ITCOLBLA -41781 DARK CANYON -4223YELLOW JACKET -42235 LOVE RANCH -40379 HARE CANYON -36106 TW BLANCO -332569 DAGMOJ -314513 ICANUTE -334834 IREDBULL
	 1/	Alternate Receipt Point(s)	305421 INNDUMAS  Alternate Delivery Point(s)
			301360 IBIGBLUE -54316 WAHA DELIVERY -53626 STERLING -53595 BENEDUM -53931 WAHA BI-DI -301560 IGRAMARI -49748 DPECSTRL -314430 INN30PLA -314442 INNWAHA -300705 ANADTRAN -50540 IAGUABLA -43886 RYAN GULCH -302075 IWESTARW -301717 IIGNACIO

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

Part II: Stmt. of Rates Section 5.36 - Eco-Energy Natural Gas, LLC #617531-FT1EPNG Version 1.0.0

- 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 \$12.16678.5167 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.

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

Part II: Stmt. of Rates Section 5.36 - Eco-Energy Natural Gas, LLC #617531-FT1EPNG Version 1.0.0

## 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)
Eco-Energy Natural	11/1/2025 - 12/31/2025	9,788	1a/	1/	43886 RYAN GULCH	314604 DPG&ETOP
Gas, LLC #617531-FT1EPNG	01/1/2026 - 10/31/2035	9,788	1 a/	1/	300714 BLANCO	314604 DPG&ETOP
					Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
					43886 RYAN GULCH 42235 LOVE RANCH	41781 DARK CANYON 42223 YELLOW JCKT PASS
					41781 DARK CANYON	42235 LOVE RANCH
					40237 GREASEWOOD	36106 TW BLANCO
						43886 RYAN GULCH
			1a/		All Don't Diving a	AUD II Die d
					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	

- 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.
- 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.

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

Part II: Stmt. of Rates Section 5.36 - Eco-Energy Natural Gas, LLC #617531-FT1EPNG Version 1.0.0

- 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.