

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 Agreements 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 following tariff records for inclusion in Part II of EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.0 Statement of Negotiated Rates Version 63.0.0 Section 5.7 Southwest Gas Corporation #621336-FT1EPNG Version 8.0.0 Section 5.45 Morgan Stanley Capital Group #612615-FT1EPNG Version 1.0.0

Proposed with an effective date of November 1, 2025, these tariff records update EPNG's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") and an amendment to an existing negotiated rate 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. EPNG executed a new negotiated rate TSA with Southwest Gas Corporation ("SWG") and an amendment to an existing negotiated rate TSA with Morgan Stanley Capital Group Inc. ("Morgan Stanley").

### SWG TSA

The SWG TSA, Agreement No. 621336-FT1EPNG, reflects a term beginning November 1, 2025 and continuing through March 31, 2056, for a transportation contract demand ("TCD") of 36,000 dekatherms per day during the months of November through March (i.e., winter season). A fixed negotiated reservation rate of \$9.7200 per dekatherm per month will apply to the primary

points as well as to the alternate receipt and delivery point combinations. Additionally, in the event SWG redesignates primary point rights in accordance with EPNG's Tariff, SWG will pay a negotiated reservation rate equal to the higher of the underlying negotiated reservation rate or the applicable maximum reservation rate for the redesignated points.

## Morgan Stanley Amendment

The amendment to the Morgan Stanley TSA, Agreement No. 612615-FT1EPNG, reflects a seven-year term extension of the underlying TCD of 5,000 dekatherms per day. Additionally, the amended TSA includes a fixed negotiated reservation rate of \$15.2084 per Dth per month applicable to the primary points and that rate will also apply to the alternate points included in the TSA. Similar to the SWG TSA, if Morgan Stanley chooses to redesignate primary point rights, they will pay a negotiated reservation rate equal to the higher of the underlying negotiated reservation rate or the applicable maximum reservation rate for the redesignated points.

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.<sup>1</sup> In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms.

## **Description of Filing**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of Part 154 of the Commission's regulations.<sup>2</sup>

The index page for Negotiated Rate Agreements found on <u>Part II, Section</u> 5.0 is updated to list the SWG TSA.<sup>3</sup>

Part II, Sections 5.7 and 5.45 reflect the negotiated rates and terms applicable to the SWG TSA and Morgan Stanley TSA, respectively. Specifically, the proposed tariff records each include the legal name of the shipper, the negotiated rates, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreement

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).

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

Currently, the Morgan Stanley TSA is listed on this tariff record and, as such, does not need to be added to the list.

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>4</sup> EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter; and
- b) 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 on November 1, 2025, which is 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 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 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 80944-1087

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>&</sup>lt;sup>4</sup> 18 C.F.R. §§ 154.1 – 154.603 (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\_\_\_\_\_/s/ Shelly L. Busby

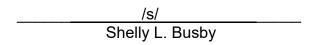
Director, Regulatory

Enclosures

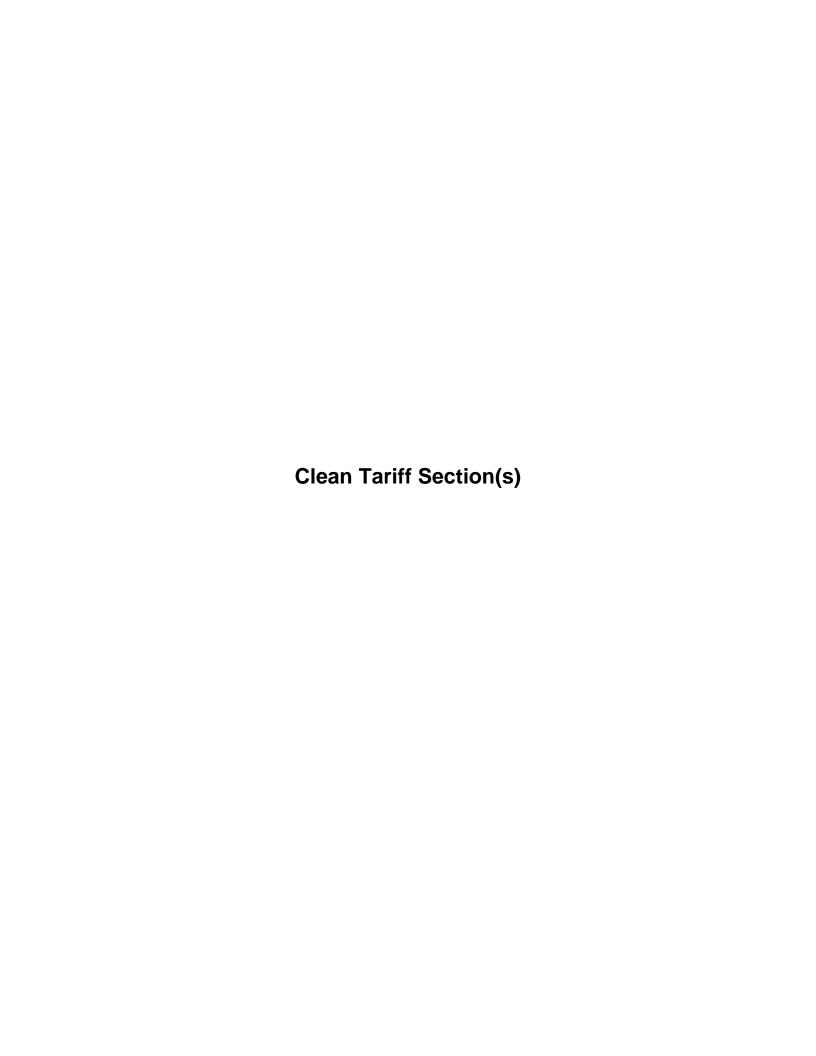
## **Certificate of Service**

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 29th day of September 2025.



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



# **Statement of Negotiated Rates**

Section 5.1	BP Energy Company #619601-FT1EPNG
Section 5.2	ConocoPhillips Company #620980-FT1EPNG
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	Salt Creek Midstream, LLC #FT3JN000-FT1EPNG
Section 5.5	Citadel Energy Marketing LLC #619629-FT1EPNG
Section 5.6	Tenaska Marketing Ventures #618375-FT1EPNG
Section 5.7	Southwest Gas Corporation #621336-FT1EPNG
Section 5.8	GIGO Transport, Inc. #612658-FT1EPNG
Section 5.9	Texas Gas Service Company #620677-FH3EPNG
Section 5.10	Texas Gas Service Company #620670-FT1EPNG
Section 5.11	CFE International LLC #615955-FT1EPNG
Section 5.12	Pacific Gas & Electric Company (Core Gas Supply) #621240-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Marathon Petroleum Company LP #610724-FT1EPNG
Section 5.15	Luminant Energy Company LLC #612237-FT1EPNG
Section 5.16	Sempra Gas & Power Marketing, LLC #615003-FT1EPNG
Section 5.17	United Dairymen of Arizona #612441-FT1EPNG
Section 5.18	Sempra Gas & Power Marketing, LLC #615905-FT1EPNG
Section 5.19	Texas Gas Service Company #620673-FH3EPNG
Section 5.20	Sempra Gas & Power Marketing, LLC #615006-FT1EPNG
Section 5.21	Ameredev Operating, LLC #616464-FT1EPNG
Section 5.22	Reserved
Section 5.23	CIMA ENERGY, LP #616379-FT1EPNG
Section 5.24	Eco Energy Natural Gas, LLC #615797-FT1EPNG
Section 5.25	Red Willow Production Company #FT3HM000-FT1EPNG
Section 5.26	Shell Energy North America (US), L.P. #615861-FT1EPNG
Section 5.27	Hartree Partners, LP #615844-FT1EPNG
Section 5.28	NRG Business Marketing LLC #615903-FT1EPNG
Section 5.29	Hartree Partners, LP #615843-FT1EPNG
Section 5.30	ETC Marketing, LTD. #617007-FT1EPNG
Section 5.31	Calpine Energy Services #617113-FT1EPNG
Section 5.32	EDF Trading North America, LLC #612616-FT1EPNG
Section 5.33	Reserved
Section 5.34	Targa Gas Marketing LLC #617369-FT1EPNG
Section 5.35	Dezato Gas Inc. #617476-FT1EPNG
Section 5.36	Eco-Energy Natural Gas, LLC #617531-FT1EPNG
Section 5.37	Chevron U.S.A. Inc. #620689-FT1EPNG
Section 5.38	Reserved
Section 5.39	Reserved
Section 5.40	Reserved

Issued on: September 29, 2025 Effective on: November 1, 2025

Section 5.41 Reserved

Part II: Stmt. of Rates Section 5 - Stmt of Negotiated Rates Version 63.0.0

Section 5.42	Reserved
Section 5.43	Reserved
Section 5.44	Eco-Energy Natural Gas, LLC #612617-FT1EPNG
Section 5.45	Morgan Stanley Capital Group Inc. #612615-FT1EPNG
Section 5.46	ETC Marketing, Ltd. #617944-FT1EPNG
Section 5.47	Reserved
Section 5.48	Reserved
Section 5.49	Sempra Gas & Power Marketing, LLC #618975-FT1EPNG

# Part II: Stmt. of Rates Section 5.7 - Southwest Gas Corporation #621336-FT1EPNG Version 8.0.0

# 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)
Southwest Gas Corporation #621336-FT1EPNG 2/3/4/	11/1/25 – 3/31/56	36,000 Nov – Mar (Winter only	1a/ 1b/ /)	1/	300714 BLANCO	314604 DPG&ETOP
			la/	1/	Primary and Alternate Receipt Point(s)/Location(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.	Primary and Alternate <u>Delivery Point(s)/Location(s)</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.

#### 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 \$9.7200 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.
- 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.

Part II: Stmt. of Rates Section 5.7 - Southwest Gas Corporation #621336-FT1EPNG Version 8.0.0

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.

Part II: Stmt. of Rates Section 5.45 - Morgan Stanley Cap Grp Inc. #612615-FT1EPNG Version 1.0.0

# Statement of Negotiated Rates (Rates per Dth/day)

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Morgan Stanley Capital Group Inc. #612615-FT1EPNG 2/ 3/ 4/	11/1/25 – 10/31/32	5,000	1a/ 1b/	1/	302248 PLAINS	314604 DPG&ETOP
					Primary and Alternate	Primary and Alternate
	11/1/25 – 10/31/32		1a/	1/	Receipt Point(s)/Location(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	Delivery Point(s)/Location(s) 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

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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 \$15.2084 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.

Part II: Stmt. of Rates Section 5.45 - Morgan Stanley Cap Grp Inc. #612615-FT1EPNG Version 1.0.0

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Shipper Identification	Service	(Dul/u)	Kate 1/	Kate	rolliu(s)	Folliu(s)
Southwest Gas Corporation	11/1/25 - 3/31/56	36,000 Nov – Mar	1a/ 1b/	1/	300714 BLANCO	314604 DPG&ETOP
#621336-FT1EPNG 2/ 3/ 4/		(Winter only	<u>/)</u>			
					Primary and Alternate	Primary and Alternate
			<u>1a/</u>	1/	Receipt Point(s)/Location(s)	Delivery Point(s)/Location(s)
					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 rates	requiring incremental rates
					(e.g., Willcox Lateral	(e.g., Willcox Lateral
					Receipt Points) or Third	Delivery Points) or Third
					Party Charges pursuant to	Party Charges pursuant to
					GT&C Section 4.9 of	GT&C Section 4.9 of
					Transporter's Tariff as that	Transporter's Tariff as that
					provision may move or	provision may move or

#### Notes:

- 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.
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- 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.

Part II: Stmt. of Rates Section 5.7 - Southwest Gas Corporation #621336-FT1EPNG Version 8.0.0

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.

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The ACA Surcharge shall be assessed pursuant to Section 17 of the GT&C of the Tariff.

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Reserved

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Morgan Stanley Capital Group Inc. #612615-FT1EPNG_2/3/4/	11/1/2 <u>5</u> 2 – 10/31/ <u>3225</u>	5,000 _	1a/ <u>1b/</u>	1/	— 302248 PLAINS	314604 DPG&ETOP
					Primary and Alternate	Primary and Alternate
	11/1/25 - 10/31/32		1a/	1/	Receipt Point(s)/Location(s)	Delivery Point(s)/Location(s)
					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 rates	requiring incremental rates
					(e.g., Willcox Lateral	(e.g., Willcox Lateral
					Receipt Points) or Third	Delivery Points) or Third
					Party Charges pursuant to	Party Charges pursuant to
					GT&C Section 4.9 of	GT&C Section 4.9 of
					Transporter's Tariff as that	Transporter's Tariff as that
					provision may move or	provision may move or
					change from time to time	change from time to time

### Notes:

- 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 \$\frac{11.0077}{15.2084}\$ 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.

Part II: Stmt. of Rates Section 5.45 - Morgan Stanley Cap Grp Inc. #612615-FT1EPNG Version 1.0.0

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