



November 26, 2024

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

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

Re: Negotiated Rate Agreements 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 records listed below for inclusion in Part II of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.18	Sempra Gas & Power Mktg #615905-FT1EPNG	Version 6.0.0
Section 5.49	Sempra Gas & Power Mktg #618975-FT1EPNG	Version 4.0.0

Proposed with an effective date of December 1, 2024, these tariff records update EPNG's Tariff to reflect temporary point redesignations on two existing transportation service agreements ("TSAs") 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 Nos. 615905-FT1EPNG and 618975-FT1EPNG with Sempra which provide for fixed negotiated reservation rates. Since the initial acceptance of the tariff records reflecting the TSAs,¹ Sempra has redesignated primary points on each of these TSAs consistent with EPNG's Tariff. Currently, the tariff records reflecting the Sempra TSAs include point redesignations that were accepted by the Commission on November 20, 2024.²

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

¹ *El Paso Natural Gas Co.*, Docket No. RP21-511-000 (Mar. 9, 2021) (unpublished letter order);
El Paso Natural Gas Co., Docket No. RP24-182-000 (Dec. 20, 2023) (unpublished letter order).

² *El Paso Natural Gas Co.*, Docket No. RP25-104-000 (Nov. 20, 2024) (unpublished letter order).

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.³ 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 two separate requests to temporarily redesignate capacity rights for the period December 1, 2024 through December 31, 2024. These redesignation requests are applicable to two TSAs, as specified below.

<u>Agreement No.</u>	<u>Original Point</u>	<u>New Point</u>
615905-FT1EPNG	IRAMSEYS (PIN 800908)	KEYSTONE (PIN 302132)
618975-FT1EPNG	IMAYFLDR (PIN 50505)	PLAINS (PIN 302248)

Sempra's requests were accepted by EPNG and, therefore, Agreement Nos. 615905-FT1EPNG and 618975-FT1EPNG were amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.⁴ Given that Sempra's temporary redesignation requests affect negotiated rate agreements, EPNG is proposing tariff records to reflect the point modifications and the relevant time period.⁵ No other changes to the Sempra TSAs have been made.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of Part 154 of the Commission's regulations.⁶

Part II, Sections 5.18 and 5.49 are updated to reflect two point redesignations for Sempra's Agreement Nos. 615905-FT1EPNG and 618975-FT1EPNG applicable to December 1, 2024 through December 31, 2024.

³ See Section 8.1(f)(iii)(B) of the GT&C of EPNG's Tariff.

⁴ See Appendix A for copies of the redesignation reports for the Sempra TSAs. These reports reflect the details regarding Sempra's redesignation requests and EPNG's approval of such requests.

⁵ These temporary redesignations are similar to other point redesignations, which were filed by EPNG and accepted by the Commission in Docket Nos. RP24-1053-000, RP24-1084-000 and RP25-104-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP24-1084-000 (Oct. 21, 2024) (unpublished letter order).

⁶ 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁷ EPNG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, copies of the Sempra redesignation reports; and
- c) 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 December 1, 2024, contemporaneous with the effective date of the point redesignations. As such, EPNG requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2024) of the Commission's regulations.⁸ 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
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Colorado Springs, CO 80944-1087
Telephone: (719) 520-4657
EPNGRegulatoryAffairs@kindermorgan.com

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Colorado Springs, CO 80944-1087
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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 (2024)).

⁷ 18 C.F.R. §§ 154.1 – 154.603 (2024).

⁸ 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 Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 26th day of November 2024.

/s/

Shelly L. Busby

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

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 107979

Company Name : SEMPRA GAS & POWER MARKETING,

Contract No : 615905-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 4

Submit Date & Time : 11/1/2024 12:30:03PM

Executed Date & time : 11/4/2024 2:03:47PM

Effective Date : 12/01/2024

ReDesignation End Date : 12/31/2024

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
800908	DBMPL/EPNG (IRAMSEYS) RAMSEY SO REC	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2024	12/31/2024	4,411
Re-Designation								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2024	12/31/2024	4,411
Updated TSA Entitlements*								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	12/01/2024	12/31/2024	4,411

*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.

Primary Receipt and Delivery Point ReDesignation Report

Request # : 108067

Company Name : SEMPRA GAS & POWER MARKETING,

Contract No : 618975-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 12

Submit Date & Time : 11/15/2024 11:40:40AM

Executed Date & time : 11/15/2024 1:34:59PM

Effective Date : 12/01/2024

ReDesignation End Date : 12/31/2024

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCAL	AN2-NN2	27	12/01/2024	12/31/2024	50,000
Re-Designation								
302248	(PLAINS) PLAINS POOL	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCAL	SN2	27	12/01/2024	12/31/2024	50,000
Updated TSA Entitlements*								
302248	(PLAINS) PLAINS POOL	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCAL	SN2	27	12/01/2024	12/31/2024	50,000

*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.

Clean Tariff Section(s)

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/ 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #615905-FT1EPNG 4/	12/1/2024 – 12/31/2024	4,411		1a/	1/	KEYSTONE (302132)	DSCALEHR (301016)
	1/1/2025 – 5/31/2045	4,411	Jan-June	1a/	1/	IRAMSEYS (800908)	DSCALEHR (301016)
		405	Aug				
4,411		Sept-Oct					
1/1/2025 – 5/31/2045	4,411	4,411	July	1a/	1/	IRAMSEYN (48164)	DSCALEHR (301016)
		4,006	Aug				
		4,411	Nov				

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 Rate Schedule FT-1 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 Marketing, LLC #618975-FT1EPNG 4/	12/1/2024 – 12/31/2024	50,000	1a/	1/2/3/	302248 PLAINS	332503 DSCALTOP						
	1/1/2025 – 12/31/2038	January	50,000	1a/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP					
		February	50,000									
		June	24,053									
		July	20,571									
		August	34,317									
		September	18,855									
		October	3,870									
		November	3,321									
		December	50,000									
		1/1/2039 – 12/31/2048	January					50,000	1/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
			February					50,000				
			June					24,053				
July	20,571											
August	34,317											
September	18,855											
October	3,870											
November	3,321											
December	50,000											
1/1/2025 – 12/31/2038	March		50,000	1a/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR					
	April		50,000									
	May		50,000									
	June	25,947										
	July	29,429										
	August	15,683										
	September	31,145										
	October	46,130										
	November	46,679										
	1/1/2039 – 12/31/2048	March	50,000					1/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR	
April		50,000										
May		50,000										
June		25,947										
July		29,429										

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

				<u>Primary and Alternate Receipt Point(s)</u>	<u>Primary and Alternate Delivery Point(s)</u>
12/1/2024 – 12/31/2038	1a/	1/2/3/		All EPNG Receipt Points except 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	All EPNG Delivery Points except 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

- 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.

Marked Tariff Section(s)

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/ 1/	Usage Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #615905-FT1EPNG 4/	12/1/2024 – 12/30/2024 DSCALEHR (301016)	4,411		1a/	1/	IAGUABLA (50540) KEYSTONE (302132)	
	12/1/2024 – 5/31/2045	4,411	Jan-June 405 Aug	1a/	1/	IRAMSEYS (800908)	DSCALEHR (301016)
	12/1/2024 – 5/31/2045	4,411	Sept-Oct 4,411 Dec				
	12/1/2024 – 5/31/2045	4,411	July 4,006 Aug 4,411 Nov	1a/	1/	IRAMSEYN (48164)	DSCALEHR (301016)

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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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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 DSCALEHR332503 DSCALTOP	1/2/1/2024 – 1/2/301/2024	31,27750,000	1a/	1/2/3/	302248 PLAINS	301016
-Marketing, LLC #618975-FT1EPNG 4/		8,723	1a/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
		10,000	1a/	1/2/3/	50540 IAGUABLA	301016 DSCALEHR
	12/1/2024 5 – 12/31/2038 332503 DSCALTOP	January	50,000	1a/	1/2/3/	50505 IMAYFLDR
		February	50,000			
		June	24,053			
		July	20,571			
		August	34,317			
		September	18,855			
		October	3,870			
		November	3,321			
		December	50,000			
	1/1/2039 – 12/31/2048	January	50,000	1/	1/2/3/	50505 IMAYFLDR 332503 DSCALTOP
		February	50,000			
		June	24,053			
		July	20,571			
		August	34,317			
		September	18,855			
		October	3,870			
		November	3,321			
		December	50,000			
	12/1/2024 5 – 12/31/2038 301016 DSCALEHR	March	50,000	1a/	1/2/3/	50505 IMAYFLDR
		April	50,000			
		May	50,000			
		June	25,947			
		July	29,429			
		August	15,683			
		September	31,145			
		October	46,130			
		November	46,679			
	1/1/2039 – 12/31/2048	March	50,000	1/	1/2/3/	50505 IMAYFLDR 301016 DSCALEHR
		April	50,000			
		May	50,000			

June	25,947
July	29,429
August	15,683
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				Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
12/1/2024 – 12/31/2038	1a/	1/2/3/		All EPNG Receipt Points except 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	All EPNG Delivery Points except 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

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 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.