



December 31, 2024

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

Part II Section 5.29 Hartree Partners, LP #615843-FT1EPNG Version 21.0.0

Proposed with an effective date of January 1, 2025, this tariff record updates EPNG's Tariff to reflect a temporary point redesignation for an existing transportation service agreement between EPNG and Hartree Partners, LP ("Hartree"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the January 1, 2025 effective date, as discussed below.

## **Background**

EPNG's Tariff includes Agreement No. 615843-FT1EPNG, a fixed negotiated rate agreement with Hartree ("TSA"). Among other things, this TSA reflects the application of a negotiated rate at various primary and alternate points. Since the initial acceptance of the tariff record reflecting the TSA,<sup>1</sup> Hartree has redesignated primary points on this TSA consistent with EPNG's Tariff. Currently, the tariff record reflecting the TSA includes point redesignations that were accepted by the Commission on December 20, 2024.<sup>2</sup>

---

<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP22-444-000 (Jan. 21, 2022) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP25-218-000 (Dec. 20, 2024) (unpublished letter order).

### **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 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 redesignation 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, Hartree submitted a request to temporarily redesignate capacity rights from its primary receipt point of ILEARWAS (PIN 314520) to INN26PLA (PIN 300109) on Agreement No. 615843-FT1EPNG for the month of January 2025, as indicated on the attached tariff record. INN26PLA is currently listed as a primary receipt point at which the negotiated rate specified in the TSA applies.<sup>4</sup>

Hartree’s request was accepted by EPNG and, therefore, Agreement No. 615843-FT1EPNG was amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>5</sup> Given that Hartree’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 applicable time period. No other changes to the TSA has been made and the 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) (2024) and Subpart C of Part 154 of the Commission’s regulations.<sup>6</sup>

Part II, Section 5.29 includes the negotiated rate and terms applicable to the Hartree TSA as well as the point redesignation applicable to Hartree’s Agreement No. 615843-FT1EPNG. In particular, the proposed tariff record reflects the legal name for Hartree, 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,

---

<sup>3</sup> See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

<sup>4</sup> INN26PLA is included within those points identified on Exhibit B of Agreement No. 615843-FT1EPNG at which the negotiated rate applies.

<sup>5</sup> See Appendix A for a copy of the redesignation report for Agreement No. 615843-FT1EPNG. This report reflects the details regarding Hartree’s redesignation request and EPNG’s approval of such request.

<sup>6</sup> 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

EPNG has included a statement on the proposed tariff records to note 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>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 redesignation report for Agreement No. 615843-FT1EPNG; 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 on January 1, 2025. 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.<sup>8</sup> 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. Tim Cronin  
Assistant General 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 (2024)).

---

<sup>7</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

<sup>8</sup> 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 31<sup>st</sup> day of December 2024.

/s/

Shelly L. Busby

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

## **Appendix A**

**Primary Receipt and Delivery Point ReDesignation Report**

**Request # :** 108261

**Company Name :** HARTREE PARTNERS, LP

**Contract No :** 615843-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 23

**Submit Date & Time :** 12/19/2024 10:19:04AM

**Executed Date & time :** 12/19/2024 11:45:58AM

**Effective Date :** 01/01/2025

**ReDesignation End Date :** 01/31/2025

**Customer Comments :**

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
<b>Current</b>								
314520	EMP-EOIT/EPNG (ILEARWAS) TRANSOK TO	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	AN2-NN2	27	01/01/2025	01/31/2025	50,000
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	01/01/2025	01/31/2025	50,000
<b>Updated TSA Entitlements*</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01)	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	01/01/2025	01/31/2025	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.

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 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #615843-FT1EPNG	<del>12/1/25</del> 4 – <del>12/31/25</del> 4	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	<del>21/1/25</del> – 10/31/32	50,000	1a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	<del>12/1/25</del> 4 – 10/31/32		1a/	1/	1/	Primary and Alternate Receipt Point(s) All EPNG Receipt Points as those points may change from time to time, 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, as that provision may change from time to time.	Primary and Alternate Delivery Point(s) All EPNG Delivery Points as those points may change from time to time, 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, as that provision may change from time to time.
						43886 RYAN GULCH 42235 LOVE RANCH 36100 GREASEWOOD 40237 GREASEWOOD X 41781 DARK CANYON	41781 DARK CANYON 42223 YELLOW JKT 42235 LOVE RANCH 40370 HARE CANYON 36106 TW BLANCO

- 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 \$14.2958 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	Authorized Overrun 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Hartree Partners, LP #615843-FT1EPNG	1/1/25 – 1/31/25	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	2/1/25 – 10/31/32	50,000	1a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	1/1/25 – 10/31/32		1a/	1/	1/	<u>Primary and Alternate Receipt Point(s)</u> All EPNG Receipt Points as those points may change from time to time, 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, as that provision may change from time to time.	<u>Primary and Alternate Delivery Point(s)</u> All EPNG Delivery Points as those points may change from time to time, 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, as that provision may change from time to time.
						43886 RYAN GULCH 42235 LOVE RANCH 36100 GREASEWOOD 40237 GREASEWOOD X 41781 DARK CANYON	41781 DARK CANYON 42223 YELLOW JKT 42235 LOVE RANCH 40370 HARE CANYON 36106 TW BLANCO

- 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 \$14.2958 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.