



February 11, 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 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 VII of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 13.1 Mex Gas Supply #620798-FT1EPNG Exh A Version 4.0.0  
Section 13.2 Mex Gas Supply #620798-FT1EPNG Exh B Version 4.0.0

Proposed with an effective date of February 11, 2025, these tariff records update EPNG's Tariff to reflect a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Mex Gas Supply, S.L. ("Mex Gas"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the February 11, 2025 effective date, as discussed below.

## **Background**

On November 26, 2024, EPNG submitted a filing with multiple agreements between itself and Mex Gas for the Commission's review and acceptance. Among the agreements was a non-conforming, negotiated rate firm TSA (Agreement No. 620798-FT1EPNG). This TSA reflected various primary and alternate points at which a negotiated rate applied. On December 11, 2024, the Commission issued a letter order accepting the filing with an effective date of January 1, 2025.<sup>1</sup>

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<sup>1</sup> *El Paso Natural Gas Company, L.L.C.*, Docket No. RP25-214-000 (Dec. 11, 2024) (unpublished letter order).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>2</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, Mex Gas submitted a request to temporarily redesignate some of its capacity rights from its primary delivery point of ISAMLELP (PIN 314910) to IWILCOXD (PIN 302080) on Agreement No. 620798-FT1EPNG for February 11, 2025 through February 28, 2025, as indicated on the attached tariff records. Mex Gas’ request was accepted by EPNG and, therefore, Agreement No. 620798-FT1EPNG was amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>3</sup> Given that Mex Gas’ temporary redesignation request affects a non-conforming, negotiated rate agreement, EPNG is proposing to update the relevant tariff records to reflect the delivery point modification and the relevant time period.<sup>4</sup> No other changes to the TSA have been made.

### **Tariff Provisions**

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Part 154, Subpart C of the Commission’s regulations.<sup>5</sup>

Part VII, Sections 13.1 and 13.2 are updated to reflect a delivery point redesignation from ISAMLELP to IWILCOXD during the period of February 11, 2025 through February 28, 2025 for Mex Gas’ Agreement No. 620798-FT1EPNG.

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<sup>2</sup> See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

<sup>3</sup> See Appendix A for a copy of the redesignation report for Agreement No. 620798-FT1EPNG. This report reflects the details regarding Mex Gas’ redesignation request and EPNG’s approval of such request.

<sup>4</sup> These temporary redesignations are similar to other point redesignations, which were filed by EPNG and accepted by the Commission in Docket Nos. RP24-350-000, RP24-939-000 and RP25-140-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP25-140-000 (Nov. 14, 2024) (unpublished letter order).

<sup>5</sup> See 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,<sup>6</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. 620798-FT1EPNG; and
- d) 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 February 11, 2025, contemporaneous with the effective date of the point redesignation. As such, EPNG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2024) of the Commission's regulations.<sup>7</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 into effect at the end of any minimal suspension period specified 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 (2024)).

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<sup>6</sup> 18 C.F.R. §§ 154.1 – 154.603 (2024).

<sup>7</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 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 11<sup>th</sup> day of February 2025.

/s/

Shelly L. Busby

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

## **Appendix A**

**Primary Receipt and Delivery Point ReDesignation Report**

<b>Request # :</b> 108615	<b>Company Name :</b> MEX GAS SUPPLY, S.L.
<b>Contract No :</b> 620798-FT1EPNG	<b>Status :</b> EXECUTED
<b>Acquired Capacity Agreement :</b> N	<b>Amendment No :</b> 1
<b>Submit Date &amp; Time :</b> 2/6/2025 9:32:11AM	<b>Executed Date &amp; time :</b> 2/6/2025 12:20:34PM
<b>Effective Date :</b> 02/11/2025	<b>ReDesignation End Date :</b> 02/28/2025
<b>Customer Comments :</b> Note: New point is in a different zone. Re-designation could have billing implications. Please contact your account director with any questions you may have.	

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
<b>Current</b>								
302132	(KEYSTONE) KEYSTONE POOL	314910	IENOVA/EPNG (ISAMLELP) GASODUCTOS S	SS1	30	02/11/2025	02/28/2025	40,000
<b>Re-Designation</b>								
302132	(KEYSTONE) KEYSTONE POOL	302080	EPNG/EPNG (IWILCOXD) WILLCOX DELIVE	SS1	26	02/11/2025	02/28/2025	9,567
302132	(KEYSTONE) KEYSTONE POOL	314910	IENOVA/EPNG (ISAMLELP) GASODUCTOS S	SS1	30	02/11/2025	02/28/2025	30,433

**Updated TSA Entitlements\***

302132	(KEYSTONE) KEYSTONE POOL	302080	EPNG/EPNG (IWILCOXD) WILLCOX DELIVE	SS1	26	02/11/2025	02/28/2025	9,567
302132	(KEYSTONE) KEYSTONE POOL	314910	IENOVA/EPNG (ISAMLELP) GASODUCTOS S	SS1	30	02/11/2025	02/28/2025	30,433

\*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)**



Agreement No. 620798-FT1EPNG

**EXHIBIT A**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**MEX GAS SUPPLY, S.L.**  
 (Shipper)

Dated: February 6, 2025

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: February 11, 2025 through February 28, 2025

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	ISAMLELP	314910	SS1		30,433													
KEYSTONE	302132	IWILCOXD	302080	SS1		9,567													
<b>TRANSPORTATION CONTRACT DEMAND</b>						<b>40,000</b>													

Ex. A-1

Agreement No. 620798-FT1EPNG

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**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**MEX GAS SUPPLY, S.L.**  
 (Shipper)

Dated: February 6, 2025

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: March 1, 2025 through December 31, 2034

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	ISAMLELP	314910	SS1	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		
<b>TRANSPORTATION CONTRACT DEMAND</b>					<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Agreement No. 620798-FT1EPNG

**EXHIBIT B**  
 To The  
 Firm Transportation Service Agreement  
 Rate Schedule FT-1  
 between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
 and  
**MEX GAS SUPPLY, S.L.**  
 (Shipper)

Dated: February 6, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	February 11, 2025 – December 31, 2025				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2026 – December 31, 2034	1b/			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
KEYSTONE	302132	ISAMLELP INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301693 332503 314604 301016	February 11, 2025 – December 31, 2025	1a/			
KEYSTONE	302132	ISAMLELP INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301693 332503 314604 301016	January 1, 2026 – December 31, 2034	1b/			

Ex. B-1

Agreement No. 620798-FT1EPNG

**EXHIBIT B  
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s): the Texas maximum reservation rate (currently \$6.7403 per Dth per Month). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- 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 \$12.1667 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate for the corresponding delivery zone 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.

Ex. B-2

**Marked Tariff Section(s)**

Agreement No. 620798-FT1EPNG

**EXHIBIT A**  
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 and  
**MEX GAS SUPPLY, S.L.**  
 (Shipper)

Dated: ~~August 5, 2024~~ February 6, 2025

Shipper's Transportation Contract Demand: See ¶10  
 Effective Dates: ~~See ¶11~~ February 11, 2025 through February 28, 2025

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity-D-Code (Dth/d) 1/												Delivery Pressure (p.s.i.g) Not less than 2/	Delivery Pressure (p.s.i.g) Not greater than 2/	
					Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
KEYSTONE	302132	ISAMLELP	314910	SS1	40,000	40,000 <del>30,433</del>	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000			
<del>KEYSTONE</del>	<del>302132</del>	<del>IWILCOXD</del>	<del>302080</del>	<del>SS1</del>		<del>9,567</del>													
TRANSPORTATION CONTRACT DEMAND					40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000		

**Notes:**

- 1/ ~~The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.~~
- 2/ ~~Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.~~

Ex. A-1

Agreement No. 620798-FT1EPNG

**EXHIBIT A**  
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Rate Schedule FT-1

between  
**EL PASO NATURAL GAS COMPANY, L.L.C.**  
and  
**MEX GAS SUPPLY, S.L.**  
 (Shipper)

Dated: February 6, 2025

Shipper's Transportation Contract Demand: See ¶10  
Effective Dates: March 1, 2025 through December 31, 2034

<u>Primary Receipt PIN Name</u>	<u>Rec PIN</u>	<u>Primary Delivery PIN Name</u>	<u>Del PIN</u>	<u>Flow Path</u>	<u>Maximum Quantity-D-Code (Dth/d) 1/</u>												<u>Delivery Pressure (p.s.i.g) Not less than 2/</u>	<u>Delivery Pressure (p.s.i.g) Not greater than 2/</u>
					<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>		
<u>KEYSTONE</u>	<u>302132</u>	<u>ISAMLELP</u>	<u>314910</u>	<u>SS1</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>	<u>40,000</u>		
<b><u>TRANSPORTATION CONTRACT DEMAND</u></b>					<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>	<b><u>40,000</u></b>		

Notes:

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-2

Agreement No. 620798-FT1EPNG

**EXHIBIT B**  
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Dated: ~~August 5, 2024~~ February 6, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
As listed in Exhibit A	As listed in Exhibit A	<del>January 1</del> <u>February 11, 2025</u> – December 31, 2025				
As listed in Exhibit A	As listed in Exhibit A	January 1, 2026 – December 31, 2034	1b/			

<i>Primary and Alternate Receipt Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Primary and Alternate Delivery Point(s) / Location(s)</i>	<i>Point Identification Number (PIN)</i>	<i>Effective Dates</i>	<i>Reservation Rate 1/</i>	<i>Usage Rate 1/</i>	<i>Fuel 2/</i>	<i>Surcharges 3/</i>
KEYSTONE	302132	ISAMLELP INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301693 332503 314604 301016	<del>January 1</del> <u>February 11, 2025</u> – December 31, 2025	1a/			
KEYSTONE	302132	ISAMLELP INORBAJA DSCALTOP DPG&ETOP DSCALEHR	314910 301693 332503 314604 301016	January 1, 2026 – December 31, 2034	1b/			

Ex. B-1



Agreement No. 620798-FT1EPNG

**EXHIBIT B  
(CONT.)**

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 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discounted rate(s): the Texas maximum reservation rate (currently \$6.7403 per Dth per Month). The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.
- 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 \$12.1667 per Dekatherm per Month, which shall not be subject to the applicable maximum or minimum reservation rate for the corresponding delivery zone 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.

Ex. B-2