



October 23, 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 Metadata Correction;
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 the Third Revised Volume No. 1A of its FERC Gas Tariff ("Tariff"):

Part VII Section 77.1 ConocoPhillips #FT3EA000-FT1EPNG Exh A Version 78.0.0
Part VII Section 77.2 ConocoPhillips #FT3EA000-FT1EPNG Exh B Version 70.0.0

Proposed with effective date of October 2, 2024, these tariff records correct a metadata issue for the tariff records previously submitted to update EPNG's Tariff to reflect temporary point redesignations on an existing transportation service agreement ("TSA") between EPNG and ConocoPhillips Company ("Conoco"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the proposed effective date, as discussed below.

Background

On September 30, 2024, EPNG filed tariff records in Docket No. RP24-1112-000 to reflect temporary redesignations of primary points for an existing non-conforming transportation agreement that included a fixed negotiated reservation rate.¹ EPNG requested the tariff records reflecting the temporary point redesignations to be effective October 1 and October 2, 2024. In separate unpublished letter orders issued on October 22, 2024, in Docket Nos. RP24-1110-000 and RP24-1112-000, the Commission accepted the tariff records proposed to be effective October 1, 2024, but rejected the tariff records proposed to be effective on October 2, 2024 as moot due to a metadata error.

¹ See "Negotiated Rate Agreement Update," Docket No. RP24-1112-000 (Sept. 30, 2024).

Reason for Filing

The purpose of this filing is to submit the tariff records with the October 2, 2024 effective date with the correct metadata for the Commission's review. The information contained on the tariff records submitted in this filing is exactly the same as the information on the tariff records submitted with the proposed October 2, 2024 effective date in Docket No. RP24-1112-000.²

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of the Commission's regulations.³

Part VII, Sections 77.1 and 77.2 is updated to reflect the point redesignations effective October 2, 2024.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁴ EPNG is submitting an eTariff XML filing package, which includes the following:

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

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective October 2, 2024, consistent with the effective dates of the point redesignations. The September 30, 2024 filing provided adequate notice of the specific proposed changes to the TSA. No changes in rates or revenues result retroactively from the proposed amendments in the transportation service agreement. Significantly, the affected shipper requested and agreed to the October 2, 2024 effective date, and the changes in the TSA are prospective to the date of the amended TSA. As such, good cause exists to permit the October 2, 2024 effective date. Therefore, EPNG requests the Commission grant a waiver of the 30-day notice requirement found in 18 C.F.R. § 154.207 (2024) of the Commission's regulations.⁵ With

² Because the information on the tariff records is the same, the description and information in the Transmittal Letter and the supporting copies of the redesignation reports in Appendix A in the September 30, 2024 filing in Docket No. RP24-1112-000 apply to the subject filing. EPNG respectfully requests, to the extent necessary, the transmittal letter and redesignation reports in Docket No. RP24-1112-000 be incorporated into this transmittal letter to explain and support the proposed tariff records in the subject filing.

³ See 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

⁴ See 18 C.F.R. §§ 154.1 – 154.603 (2024) (Part 154).

⁵ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003). See also *City of Holyoke Gas & Elec. Dep't v. FERC*, 954 F.2d 740, 744 (D.C. Cir. 1992); *Columbia Gas Transmission Corp. v. FERC*, 895 F.2d 791 (D.C. Cir. 1990).

respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records 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
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: (713) 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)).

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 23rd day of October 2024.

/s/

Shelly L. Busby

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

Agreement No. FT3EA000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and ConocoPhillips Company (Shipper)
 Dated: September 26, 2024

Effective Dates: October 24, 2024 – October 31, 2024

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/
					January	February	March	April	May	June	July	August	September	October	November	December		
IRAMSEYS	800908	DSCALEHR	301016	SS1										350,000				
IPEREGRI	54856	DSCALEHR	301016	SS1										35,000				
IANGELES	50506	DSCALEHR	301016	SS1										10,000				
IPHGOLDS	302381	DSCALEHR	301016	SS1														
IRAMSEYN	48164	DSCALEHR	301016	SS1										971,000				
ISANDBND	48454	DSCALEHR	301016	SS1										30,000				
IORBISON	53972	DSCALEHR	301016	SS1										21,000				
IZORRO	49027	DSCALEHR	301016	SS1														
TRANSPORTATION CONTRACT DEMAND														217,000				

Ex. A-1

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 To The
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 between
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 and ConocoPhillips Company (Shipper)
 Dated: September 26, 2024

Effective Dates: November 1, 2024 – October 31, 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 than 2/	Delivery Pressure (p.s.i.g.) Not greater than 2/
					January	February	March	April	May	June	July	August	Sept	October	Nov	Dec		
IRAMSEYS	800908	DSCALEHR	301016	SS1	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000		
IPHGOLDS	302381	DSCALEHR	301016	SS1	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000		
IRAMSEYN	48164	DSCALEHR	301016	SS1	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000	71,000		
ISANDBND	48454	DSCALEHR	301016	SS1	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000		
IZORRO	49027	DSCALEHR	301016	SS1	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000		
TRANSPORTATION CONTRACT DEMAND					217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000	217,000		

Shipper's Transportation Contract Demand: See ¶ 11

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. FT3EA000-FT1EPNG

EXHIBIT B
 To The
 Transportation Service Agreement
 between
 El Paso Natural Gas Company, L.L.C.
 and ConocoPhillips Company (Shipper)
 Dated: September 26, 2024

Primary Receipt Point(s)	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	(1a)			

Primary and Alternate Receipt Point(s) / Location(s)	Primary and Alternate Delivery Point(s) / Location(s)	Effective Dates	Reservation Rate 1/	Maximum Quantity - D-Code (dth/d)	Usage Rate 1/	Authorized Overrun Rate 1/	Fuel 2/	Surcharges 3/
302347 STML SJN 302344 STML ANA 302346 STML PER	All Delivery points available on the EPNG mainline system as of April 1, 2015	October 24 , 2024 – October 31, 2025	(1a)					
302347 STML SJN 302344 STML ANA 302346 STML PER	332535 TEXSYCMR 332525 SFEMIDW 332510 CHE17Z 332513 CHETAFT 332523 MOBSMID 332537 UPCHINA 332518 DESKFRNT 332527 SHLMTPS 332512 CHERACTK 332519 DESMCKIT 332507 ARCCRKSP 332529 SHLSEKN 332524 SFEKR 332528 SHLNKERN 332508 ARCOXFRD 332522 MOBNMID 332509 B&CBORON 332520 EDICLWTR	October 24 , 2024 – October 31, 2025	(1a)					

	332534 TEXMMSET 332521 MOB17Z 332526 SHL17Z 332533 TEX17Z 332511 CHEKR 332517 DESBMTN 332532 TEHCWD 332542 OXY17Z 332541 MCPHRMTP 332544 TXGRAPE 302144 LAPALOMA 332552 SUNRISE 332555 SIDEWNR 332553 PASTORIA 332569 DAGMOJ 332575 POSOCREK 800905 FORDCTYD 800904 DFAIRFLD							
216823 STML ANA 216822 STML SJN 216824 STML PER	332531 SOCWR 332554 KRAMER	October 24, 2024 - October 31, 2025	(1a)					
302347 STML ANA 302344 STML SJN 302346 STML PER	301016 DSCALEHR 332503 DSCALTOP 332505 DMOJAVE 314604 DPG&ETOP	October 24, 2024 - October 31, 2025		100,000		(1b)	-	-
216823 STML ANA 216822 STML SJN 216824 STML PER	314980 IBLYTHE 301693 INORBAJA	October 24, 2024 - October 31, 2025	(1a)					

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 \$12.4709 stated as a monthly rate per Dekatherm. Notwithstanding Paragraph 13 of this Agreement, this negotiated reservation rate shall remain unchanged for the term of this Agreement.

1b - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of \$0.1500 per Dekatherm shall apply to Daily Authorized Overrun quantities up to a sum total of 100,000 Dth per Day for all specified point combinations as stated in the "Maximum Quantity" column. 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.

1c - As provided in Section 4.17 of the GT&C of Transporter's Tariff, the parties agree to the following discount rate(s) of \$0.0038 per Dekatherm per Day in addition to the monthly rate set forth in Footnote (1a). 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.

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.

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