



May 30, 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 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 in Appendix A.

Proposed with an effective date of June 1, 2025, 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. 615003-FT1EPNG and 618975-FT1EPNG with Sempra that provide for fixed negotiated reservation rates. Since the initial acceptance of the tariff records reflecting the TSAs,<sup>1</sup> Sempra has redesignated primary points on its TSAs consistent with EPNG's Tariff. Currently, the tariff records reflecting the Sempra TSAs include point redesignations that were recently accepted by the Commission.<sup>2</sup>

### **Reason for Filing**

Pursuant to Section 8.1(f)(iii) of the General Terms and Conditions ("GT&C") of the Third Revised Volume No. 1A of EPNG's FERC Gas Tariff ("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

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP20-763-000 (Apr. 17, 2020) (unpublished letter order);  
*El Paso Natural Gas Co.*, Docket No. RP24-182-000 (Dec. 20, 2023) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP25-864-000 (May 21, 2025) (unpublished letter order).

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 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 three separate requests to temporarily redesignate capacity rights for the period June 1, 2025 through June 30, 2025. These redesignation requests are applicable to two TSAs, as specified below.

Agreement No.	Original Point	New Point
615003-FT1EPNG	IZORRO (PIN 49027)	KEYSTONE (PIN 302132)
618975-FT1EPNG	IMAYFLDR (PIN 50505)	PLAINS (PIN 302248)
618975-FT1EPNG	IMAYFLDR (PIN 50505)	PLAINS (PIN 302248)

Sempra's requests were accepted by EPNG and, therefore, Agreement Nos. 615003-FT1EPNG and 618975-FT1EPNG were amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>4</sup> 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.<sup>5</sup> 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.<sup>6</sup>

Part II, Sections 5.16 and 5.49 are updated to reflect three point redesignations for Sempra's Agreement Nos. 615003-FT1EPNG and 618975-FT1EPNG applicable to June 1, 2025 through June 30, 2025.

### **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:

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

<sup>4</sup> See Appendix B 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.

<sup>5</sup> These temporary redesignations are similar to other point redesignations, which were filed by EPNG and accepted by the Commission in Docket Nos. RP25-596-000, RP25-789-000 and RP25-864-000. See, e.g., *El Paso Natural Gas Co.*, Docket No. RP25-864-000 (May 21, 2025) (unpublished letter order).

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

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

- a) a transmittal letter;
- b) Appendix A, a list of proposed tariff records;
- c) Appendix B, copies of the Sempra redesignation reports; 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 June 1, 2025, 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.<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. 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 (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

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<sup>8</sup> See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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 30<sup>th</sup> day of May 2025.

\_\_\_\_\_  
/s/

Shelly L. Busby

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

EL PASO NATURAL GAS COMPANY, L.L.C.  
Negotiated Rate Agreements Update

Third Revised Volume No. 1A

Part II: Statement of Negotiated Rates

Section 5.16      Sempra Gas & Power Mktg #615003-FT1EPNG

Version 4.0.0

Section 5.49      Sempra Gas & Power Mktg #618975-FT1EPNG

Version 10.0.0

## **Appendix B**

### Primary Receipt and Delivery Point ReDesignation Report

**Request # :** 109473

**Company Name :** SEMPRA GAS & POWER MARKETING,

**Contract No :** 615003-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 2

**Submit Date & Time :** 5/22/2025 7:58:19AM

**Executed Date & time :** 5/22/2025 11:02:54AM

**Effective Date :** 06/01/2025

**ReDesignation End Date :** 06/30/2025

**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>								
49027	DELPROC/EPNG (IZORRO) ZORRO RECEIPT	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	06/01/2025	06/30/2025	25,000
<b>Re-Designation</b>								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	06/01/2025	06/30/2025	25,000
<b>Updated TSA Entitlements*</b>								
302132	(KEYSTONE) KEYSTONE POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	SS1	27	06/01/2025	06/30/2025	25,000

\*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.

### Primary Receipt and Delivery Point ReDesignation Report

**Request # :** 109471

**Company Name :** SEMPRA GAS & POWER MARKETING,

**Contract No :** 618975-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 21

**Submit Date & Time :** 5/22/2025 7:55:48AM

**Executed Date & time :** 5/22/2025 10:57:38AM

**Effective Date :** 06/01/2025

**ReDesignation End Date :** 06/30/2025

**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>								
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	AN2-CC1	27	06/01/2025	06/30/2025	25,947
<b>Re-Designation</b>								
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	AN2-CC1	27	06/01/2025	06/30/2025	25,947
<b>Current</b>								
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCIAL	AN2-NN2	27	06/01/2025	06/30/2025	24,053
<b>Updated TSA Entitlements*</b>								
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	AN2-CC1	27	06/01/2025	06/30/2025	25,947
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCIAL	AN2-NN2	27	06/01/2025	06/30/2025	24,053

\*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 # :** 109486

**Company Name :** SEMPRA GAS & POWER MARKETING,

**Contract No :** 618975-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 22

**Submit Date & Time :** 5/22/2025 11:09:45AM

**Executed Date & time :** 5/22/2025 11:50:53AM

**Effective Date :** 06/01/2025

**ReDesignation End Date :** 06/30/2025

**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>								
50505	ONEOKGT/EPNG (IMAYFLDR) MAYFIELD RE	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCIAL	AN2-NN2	27	06/01/2025	06/30/2025	24,053
<b>Re-Designation</b>								
302248	(PLAINS) PLAINS POOL	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCIAL	SN2	27	06/01/2025	06/30/2025	24,053
<b>Current</b>								
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	AN2-CC1	27	06/01/2025	06/30/2025	25,947
<b>Updated TSA Entitlements*</b>								
302248	(PLAINS) PLAINS POOL	332503	SOCETS/EPNG (DSCALTOP) TOPOCK SOCIAL	SN2	27	06/01/2025	06/30/2025	24,053
302248	(PLAINS) PLAINS POOL	301016	SOCETS/EPNG (DSCALEHR) SOCIAL EHRENB	AN2-CC1	27	06/01/2025	06/30/2025	25,947

\*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 Agreement	TCD (Dth/d)		Reservation Rate 1/ 1a/	Usage Rate 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Sempra Gas & Power	<del>65/1/25 – 65/304/25</del> DSCALEHR (301016)	<del>215,000</del> 467		1a/	1/	<del>KEYSTONE</del> IZORRO	<del>(30213249027)</del>
Marketing, LLC #615003-FT1EPNG 4/		<del>9,533</del>		<del>1a/</del>	<del>1/</del>	<del>WAHA (302404)</del>	<del>DSCALEHR (301016)</del>
	<del>76/1/25 – 4/30/59</del>	25,000 14,100 14,600 14,400	March - November December January February	1a/	1/	IZORRO (49027)	DSCALEHR (301016)

- 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 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	<del>65/1/2025 – 65/301/2025</del> <u>332503 DSCALTOP 301016 DSCALEHR</u>		<del>2450,05300</del>	1a/	1/2/3/	302248 PLAINS
Marketing, LLC		<u>25,947</u>	<u>1a/</u>	<u>1/2/3/</u>	<u>302248 PLAINS</u>	<u>301016 DSCALEHR</u>
#618975-FT1EPNG 4/						
	<u>76/1/2025 – 12/31/2038</u>	January 50,000 February 50,000 June 24,053 July 20,571 August 34,317 September 18,855 October 3,870 November 3,321 December 50,000	1a/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
	1/1/2039 – 12/31/2048	January 50,000 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/	1/2/3/	50505 IMAYFLDR	332503 DSCALTOP
	<u>76/1/2025 – 12/31/2038</u>	March 50,000 April 50,000 May 50,000 June 25,947 July 29,429 August 15,683 September 31,145 October 46,130 November 46,679	1a/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR
	1/1/2039 – 12/31/2048	March 50,000 April 50,000 May 50,000	1/	1/2/3/	50505 IMAYFLDR	301016 DSCALEHR

June	25,947
July	29,429
August	15,683
September	31,145
October	46,130
November	46,679

				Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
	65/1/2025 – 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.

Statement of Negotiated Rates (Rates per Dth/day)						
Rate Schedule FT-1 Shipper Identification	Term of Agreement	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)      Primary Delivery Point(s)
Sempra Gas & Power Marketing, LLC #615003-FT1EPNG 4/	6/1/25 – 6/30/25	25,000		1a/	1/	KEYSTONE (302132)    DSCALEHR (301016)
	7/1/25 – 4/30/59	25,000	March - November	1a/	1/	IZORRO (49027)      DSCALEHR (301016)
		14,100	December			
		14,600	January			
		14,400	February			

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 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/	6/1/2025 – 6/30/2025		24,053	1a/	1/2/3/	302248 PLAINS
			25,947	1a/	1/2/3/	302248 PLAINS
	7/1/2025 – 12/31/2038	January	50,000	1a/	1/2/3/	50505 IMAYFLDR
		February	50,000			332503 DSCALTOP
		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
		February	50,000			332503 DSCALTOP
		June	24,053			
		July	20,571			
		August	34,317			
		September	18,855			
		October	3,870			
		November	3,321			
		December	50,000			
	7/1/2025 – 12/31/2038	March	50,000	1a/	1/2/3/	50505 IMAYFLDR
		April	50,000			301016 DSCALEHR
		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
		April	50,000			301016 DSCALEHR
		May	50,000			
		June	25,947			
		July	29,429			

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

6/1/2025 – 12/31/2038

1a/

1/2/3/

Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
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.