

June 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 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 27.0.0

Proposed with an effective date of July 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 July 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 June 16, 2025.<sup>2</sup>

# 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

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 El Paso Natural Gas Co., Docket No. RP22-444-000 (Jan. 21, 2022) (unpublished letter order).

<sup>&</sup>lt;sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP25-930-000 (June 16, 2025) (unpublished letter order).

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 July 2025, as indicated on the attached tariff record. INN26PLA is currently listed as a 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 have 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 is updated to reflect the point redesignation for Hartree's Agreement No. 615843-FT1EPNG effective July 1, 2025 through July 31, 2025 as described earlier.

#### 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

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

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

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

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

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 July 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	Mr. David R. Cain
Director, Regulatory	Assistant General Counsel
El Paso Natural Gas Company, L.L.C.	El Paso Natural Gas Company, L.L.C.
Post Office Box 1087	Post Office Box 1087
Colorado Springs, CO 80944-1087	Colorado Springs, CO 80944-1087
Telephone: (719) 520-4657	Telephone: (719) 520-4534
EPNGRegulatoryAffairs@kindermorgan.com	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.

/s/

Ву\_\_\_\_\_

Shelly L. Busby Director, Regulatory

Enclosures

<sup>&</sup>lt;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 Regulations.

Dated at Colorado Springs, Colorado as of this 30<sup>th</sup> day of June 2025.

<u>/s/</u> Shelly L. Busby

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

Primary Receipt and Delivery Point ReDesignation Report					
Request # : 109745	Company Name : HARTREE PARTNERS, LP				
Contract No : 615843-FT1EPNG	Status : EXECUTED				
Acquired Capacity Agreement : N	Amendment No: 29				
Submit Date & Time : 6/23/2025 8:15:54AM	Executed Date & time : 6/23/2025 1:17:20PM				
Effective Date : 07/01/2025	ReDesignation End Date : 07/31/2025				

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
314520	EMP-EOIT/EPNG (ILEARWAS) TRANSOK TO	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	AN2-NN2	27	07/01/2025	07/31/2025	50,000
Re-Designat	ion							
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	07/01/2025	07/31/2025	50,000
Updated TSA Entitlements*								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS (01	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	07/01/2025	07/31/2025	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.

### Part II: Stmt. of Rates Section 5.29 - Hartree Partners, LP #615843-FT1EPNG Version 27.0.0

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	<u>7</u> <del>6</del> /1/25 - <u>7</u> <del>6</del> /3 <u>1</u> <del>0</del> /25	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	<u>8</u> 7/1/25 - 10/31/32	50,000	1 a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	<u>7</u> <del>6</del> /1/25 – 10/31/32		1a/	1/	1/	Primary and Alternate Receipt Point(s) All EPNG Receipt Points	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	those requiring incremental
						Receipt Points) or Third Party Charges pursuant	Receipt Points) or Third Party Charges pursuant to
						to GT&C Section 4.9 of Transporter's Tariff, as	GT&C Section 4.9 of Transporter's Tariff, as
						that provision may change from time to time.	that provision may change from time to time.
						43886 RYAN GULCH 42235 LOVE RANCH	41781 DARK CANYON 42223 YELLOW JKT
						36100 GREASEWOOD 40237 GREASEWOOD X	42235 LOVE RANCH 40370 HARE CANYON
						41781 DARK CANYON	36106 TW BLANCO

#### Statement of Negotiated Rates (Rates per Dth/day)

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.

Issued on: June 30, 2025

Part II: Stmt. of Rates Section 5.29 - Hartree Partners, LP #615843-FT1EPNG Version 27.0.0

- 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.

### Part II: Stmt. of Rates Section 5.29 - Hartree Partners, LP #615843-FT1EPNG Version 27.0.0

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	7/1/25 - 7/31/25	50,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	8/1/25 - 10/31/32	50,000	1a/	1/	1/	314520 ILEARWAS	314604 DPG&ETOP
	7/1/25 - 10/31/32		1a/	1/	1/	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						All EPNG Receipt Points as those points may change	All EPNG Delivery Points as those points may change
						from time to time, except those requiring incremental	from time to time, except those requiring incremental
						rates (e.g., Willcox Lateral	rates (e.g., Willcox Lateral
						Receipt Points) or Third Party Charges pursuant	Receipt Points) or Third Party Charges pursuant to
						to GT&C Section 4.9 of	GT&C Section 4.9 of
						Transporter's Tariff, as	Transporter's Tariff, as
						that provision may change from time to time.	that provision may change from time to time.
						43886 RYAN GULCH	41781 DARK CANYON
						42235 LOVE RANCH	42223 YELLOW JKT
						36100 GREASEWOOD	42235 LOVE RANCH
						40237 GREASEWOOD X 41781 DARK CANYON	40370 HARE CANYON 36106 TW BLANCO

#### Statement of Negotiated Rates (Rates per Dth/day)

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.

Issued on: June 30, 2025

Part II: Stmt. of Rates Section 5.29 - Hartree Partners, LP #615843-FT1EPNG Version 27.0.0

- 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.