



El Paso Natural Gas
Company, L.L.C.
a Kinder Morgan company

November 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. RP26-

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 Part II of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff").

Section	Title	Version	Effective
5.44	Eco-Energy Natural Gas #612617-FT1EPNG	6.0.0	10/1/25
5.44	Eco-Energy Natural Gas #612617-FT1EPNG	7.0.0	11/11/25

Proposed with the effective dates indicated above, these tariff records reflect an amendment to an existing negotiated rate transportation service agreement ("TSA") between EPNG and Eco-Energy Natural Gas LLC ("Eco") and a housekeeping update to correct the tariff record identifying the contractual terms of that existing negotiated rate TSA. EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the proposed effective dates, as discussed below.

Background

On September 18, 2025, EPNG submitted a filing in Docket No. RP25-1151-000 ("September Filing") for an amendment to an existing negotiated rate TSA with Eco ("Amendment"). This Amendment included a ten-year extension as well as the application of the fixed negotiated rate to combinations of primary and alternate receipt points and primary and alternate delivery points (referred to herein as "Point Combinations"). The term of the Amendment was effective November 1, 2025, and continues through December 31, 2035. Additionally, the September Filing reflected a temporary receipt point redesignation for Eco's Agreement No. 612617-FT1EPNG for the period October 1, 2025 through December 31, 2025.

El Paso Natural Gas Company, L.L.C.
Two North Nevada Colorado Springs, CO 80903
PO Box 1087 Colorado Springs, CO 80944
Telephone: 719.473.2300

The September Filing was accepted by the Commission in an unpublished letter order dated October 10, 2025.¹

Reason for Filing

Recently, EPNG and Eco became aware of a discrepancy between the formation of the Amendment and the intent of the parties. Specifically, the Amendment did not adequately document the application of the rates for certain Point Combinations to reflect the parties' intent. Consequently, EPNG and Eco agreed to execute an amendment to Agreement No. 612617-FT1EPNG ("November Amendment") to better describe the intent of the parties with respect to the rate application. The November Amendment is effective on November 11, 2025, and clarifies that the underlying negotiated rate applies to all of the Point Combinations shown.² To be clear, there is no change to the fixed negotiated reservation rates, primary and alternate points, transportation contract demand, or end date shown in the original Amendment.

In conjunction with the discovery noted above, EPNG found that the tariff record submitted with the September Filing contained a few typographical errors and inadvertently omitted two alternate receipt points and the relevant time periods for the application of the rates for alternate points. As such, EPNG is submitting an informational tariff record to correct the record by remedying the errors and omissions.³

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff records identifying the transaction.⁴ In accordance with this policy, EPNG is submitting tariff records to reflect the November Amendment as well as correcting the typographical errors and including the information previously omitted for the original Amendment. No other changes to Agreement No. 612617-FT1EPNG have been made and the November Amendment conforms to the *pro forma* FT-1 service agreement contained in the Tariff.⁵

¹ *El Paso Natural Gas Co.*, Docket No. RP25-1151-000 (Oct. 10, 2025) (unpublished letter order).

² For the period November 1, 2025 through November 10, 2025, EPNG will calculate charges using the negotiated reservation rate as the parties originally intended with the Amendment and as now clearly reflected in the November Amendment.

³ See Version 6.0.0 of Part II, Section 5.44.

⁴ See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006).

⁵ In the November Amendment, EPNG has updated Agreement No. 612617-FT1EPNG to reflect its currently effective Form of Service Agreement for Rate Schedule FT-1. See *El Paso Natural Gas Co.*, Docket No. RP25-1120-000 (Sep. 23, 2025) (unpublished letter order).

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of the Commission's regulations.⁶

Part II, Section 5.44, Version 6 corrects typographical errors and omissions effective October 1, 2025. Version 7 reflects the November Amendment effective November 11, 2025.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁷ EPNG is submitting an eTariff XML filing package, which includes the following:

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

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on October 1, 2025 and November 11, 2025 for the reasons explained above. As such, EPNG requests the Commission grant a waiver of the 30-day notice requirement as permitted by 18 C.F.R. § 154.207 (2025) of the Commission's regulations.⁸ 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
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
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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 (2025)).

⁶ 18 C.F.R §§ 154.201 – 154.210 (2025) (Subpart C).

⁷ See 18 C.F.R. §§ 154.1 – 154.603 (2025) (Part 154).

⁸ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003) (granting waiver of the notice period for negotiated rate agreements).

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 Regulations.

Dated at Colorado Springs, Colorado as of this 11th day of November 2025.

/s/

Shelly L. Busby

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

Clean Tariff Section(s)

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 Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	10/01/25 – 10/31/25	15,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	11/01/25 – 12/31/25	15,000	1b/ /1c	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	01/01/26 – 10/31/35	15,000	1b/ /1c	1/	1/	302248 PLAINS	314604 DPG&ETOP
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
	11/01/2025 – 10/31/35		1b/			41781 DARK CANYON 302248 PLAINS 43886 RYAN GULCH 40237 GREASEWOOD 42235 LOVE RANCH	314604 DPG&ETOP 41781 DARK CANYON 42223 YELLOW JCKT PASS 42235 LOVE RANCH 36106 TW BLANCO 43886 RYAN GULCH
	11/01/2025 – 10/31/35		1b/			Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						All Receipt Points as they may change from time to time, excluding 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 move or change from time to time.	All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time.

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 4.18 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 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 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 \$17.0333 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate stated in Note 1b immediately above in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).
- 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 Ovrn Rate	Electric Power Cost	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	11/11/25 – 12/31/25	15,000	1a/ 1b/	1/	1/	4/	300109 INN26PLA	314604 DPG&ETOP
	01/01/26 – 10/31/35	15,000	1a/ 1b/	1/	1/	4/	302248 PLAINS	314604 DPG&ETOP
	11/11/25 – 10/31/35		1a/				Primary and Alternate Receipt Point(s) 41781 DARK CANYON 302248 PLAINS 43886 RYAN GULCH 40237 GREASEWOOD 42235 LOVE RANCH	Primary and Alternate Delivery Point(s) 314604 DPG&ETOP 41781 DARK CANYON 42223 YELLOW JCKT PASS 42235 LOVE RANCH 36106 TW BLANCO 43886 RYAN GULCH
							All Receipt Points as they may change from time to time, excluding 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 move or change from time to time.	All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time.

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 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$17.0333 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate stated in Note 1a immediately above in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).
- 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/ EPC 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.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Marked Tariff Section(s)

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 Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	10/01/25 – 10/31/25	15,000	1a/	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	11/01/25 – 12/31/25	15,000	1b/ /1c	1/	1/	300109 INN26PLA	314604 DPG&ETOP
	01/01/26 – 10/31/35	15,000	1b/ /1c	1/	1/	302248 PLAINS	314604 DPG&ETOP
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						1b/	314604 DPG&ETOP
							41781 DARK CANYON
							302248 PLAINS
							42223 YELLOW JCKT PASS
							42235 LOVE RANCH
							36106 TW BLANCO
							42235 LOVE RANCH
							43886 RYAN GULCH
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)
						1b/	All Receipt Points as they may change from time to time, excluding 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 move or change from time to time.
							All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time.

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 4.18 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 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 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 \$17.0333 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in t-his Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate stated in Note 1ba immediately above in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).
- 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 errun <u>Electric</u> Ov <u>m</u> Rate <u>Power</u>	Primary Receipt <u>Cost</u> <u>Point</u>	Primary Delivery <u>Point(s)</u>	Point(s)
Eco-Energy Natural Gas, LLC #612617-FT1EPNG	10/01/25 – 10/31/25 11/ 10 1/25 – 12/31/25	15,000 15,000	1a/ 1 <u>ab/</u> 1be/	1/	1/ <u>4/</u>	300109 INN26PLA 300109 INN26PLA	314604 DPG&ETOP 314604 DPG&ETOP	
DPG&ETOP	01/01/26 – 10/31/35	15,000	1 <u>ab/</u> 1be/	1/	1/ <u>4/</u>	3302248 PLAINS	3302248 PLAINS	314604
						Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)	
						41781 DARK CANYON	314604 DPG&ETOP	
						302248 PLAINS	41781 DARK CANYON	
						43886 RYAN GULCH	42223 YELLOW JCKT PASS	
						40237 GREASEWOOD	42235 LOVE RANCH	
						42235 LOVE RANCH	36106 TW BLANCO	
							43886 RYAN GULCH	
						Primary and Alternate 1b/	Primary and Alternate Receipt Point(s)	Delivery
						All Receipt Points as they may change from time to time, excluding 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 move or change from time to time.		
						All Delivery Points as they may change from time to time, excluding 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 as that provision may move or change from time to time.		

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 4.18 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 reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

1ab/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$17.0333 per Dekatherm per Month as the applicable total reservation rate (inclusive of any otherwise applicable reservation charges associated with the Off-System Capacity points listed in this Exhibit B for Transporter's capacity on TransColorado Gas Transmission Company LLC's pipeline system pursuant to Section 4.9 of the GT&C of Transporter's Tariff), which shall not be subject to the applicable maximum or minimum reservation rates as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

1be/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) for any redesignations of primary point rights made in accordance with Transporter's then applicable Tariff provisions, currently described in Section 8.1(f)(iii) of the GT&C of the Tariff, and, as such, the applicable reservation rate for such redesignated points shall be equal to the higher of: (i) the negotiated reservation rate stated in Note 1ab immediately above in this Exhibit B, or (ii) the applicable maximum reservation rate for the Primary Receipt and Delivery Points of any such redesignation(s).

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/ EPC 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.

~~This contract does not deviate in any material aspect from the form of service agreement.~~

5/ This contract does not deviate in any material aspect from the form of service agreement.