



November 25, 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 following tariff record for inclusion in Part II of EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.25 Red Willow Production Co. #FT3HM000-FT1EPNG Version 3.0.0

Proposed with an effective date of January 1, 2026, this tariff record updates EPNG's Statement of Negotiated Rates in its Tariff to reflect an amendment to an existing negotiated rate transportation service agreement ("TSA").

Reason for Filing

Section 4.18 of the General Terms and Conditions ("GT&C") of the Tariff allows EPNG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. Recently, EPNG executed an amendment to an existing negotiated rate TSA with Red Willow Production Company ("Red Willow"). The amendment to the Red Willow TSA, Agreement No. FT3HM000-FT1EPNG, includes a three-year term extension of the underlying TCD of 45,000 dekatherms per day. Further, the amended TSA continues to reflect the same negotiated reservation rate as currently is in the existing agreement.¹

When implementing a negotiated rate TSA, the Commission's policy requires pipelines to file either the TSA or a Statement of Rates tariff record

¹ EPNG's filing of the existing agreement was accepted by the Commission on December 20, 2023 in Docket No. RP24-182-000.

identifying the transaction.² In accordance with this policy, EPNG is submitting an updated tariff record to reflect the contractual terms of the amendment to the Red Willow TSA.

Description of Filing

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of Part 154 of the Commission's regulations.³

Part II, Section 5.25 reflects the negotiated rates and terms applicable to the amendment to the Red Willow TSA. Specifically, the proposed tariff record includes the legal name of the shipper, the negotiated rates, the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, a statement on the proposed tariff record continues to note that the underlying agreement conforms in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.⁴

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ 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 record for filing and permit it to become effective on January 1, 2026, which is not less than thirty days nor more than sixty days following the submission of this filing. 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.

² 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).

³ See 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

⁴ With the amendment to the Red Willow TSA, EPNG has updated the agreement to reflect the 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).

⁵ 18 C.F.R. §§ 154.1 – 154.603 (2025).

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 (2025)).

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 25th day of November 2025.

/s/

Shelly L. Busby

Post Office Box 1087
Colorado Springs, CO 80944-1087
(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 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Red Willow Production Company #FT3HM000-FT1EPNG	1/1/26 – 12/31/28	45,000	1a/	1/	1c/	343231 IWSTCOAL	300716 BLANTRAN
	1/1/26 – 12/31/28		1a/	1/	1c/	Primary and Alternate Receipt Point(s) 343231 IWSTCOAL 300724 BONDADST 314347 INWPLBLA 314808 ITWWINRK	Primary and Alternate Delivery Point(s) 300716 BLANTRAN 300714 BLANCO 314347 INWPLBLA 314808 ITWWINRK
	1/1/26 – 12/31/28		1b/	1/		Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above in this Exhibit B.	

- 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 \$1.2167 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 the greater of: 1) 90% of the absolute value of the remainder of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI Bondad Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.

- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0400 per Dth per day which shall apply to the Authorized Overrun quantities up to 20,000 Dth per day.
- 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 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Red Willow DBLANCO 300716 BLANTRAN Production Company #FT3HM000-FT1EPNG	1/1/26 4 – 12/31/25 8	45,000	1a/	1/	1c/	343231 IWSTCOAL	300789
Alternate Delivery	<u>1/1/26 – 12/31/28</u>		1a/	1/	1c/	<u>Receipt Point(s)</u> 343231 IWSTCOAL	<u>Primary and Alternate Receipt</u> <u>Primary and Delivery Point(s)</u> <u>300716 BLANTRAN</u>
300789 DBLANCO						300724 BONDADST 314347 INWPLBLA 314808 ITWWINRK	300714 BLANCO 314347 INWPLBLA 314808 ITWWINRK
-	<u>1/1/26 – 12/31/28</u>		1b/ 1b/	1/ 1/		Alternate Receipt <u>Point(s)</u>	Alternate Delivery <u>Point(s)</u>
						Any Receipt and Delivery Point combinations that do not include a Primary or Alternate Receipt Point listed immediately above with a Primary or Alternate Delivery Point listed immediately above <u>in this Exhibit B.</u>	

- 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 \$1.2167 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 the greater of: 1) 90% of the absolute value of the remainder of the daily NGI SoCal Border - Ehrenberg Index minus the daily NGI Bondad Index as calculated on the Gas Day that charges are incurred; or 2) the otherwise applicable maximum daily recourse rate plus an incremental \$0.1000 per Dekatherm per Day.
- 1c/ As provided in Section 4.18 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0400 per Dth per day which shall apply to the Authorized Overrun quantities up to ~~15~~20,000 Dth per day.
- 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.
- 54/ This contract does not deviate in any material aspect from the form of service agreement.