



May 28, 2026

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 record listed below for inclusion in Part II of its FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff"):

Section 5.44    Eco-Energy Natural Gas LLC #612617-FT1EPNG    Version 10.0.0

Proposed with an effective date of July 1, 2026, the proposed tariff record reflects a recent temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Eco-Energy Natural Gas, LLC ("Eco").

### **Background**

EPNG's Tariff includes a tariff record that reflects Agreement No. 612617-FT1EPNG, a negotiated rate agreement with Eco ("Eco TSA"). Among other things, this TSA reflects the application of a fixed negotiated rate at various primary and alternate points. Since the initial acceptance of the tariff record reflecting the TSA,<sup>1</sup> Eco has redesignated primary points on this TSA consistent with EPNG's Tariff. Currently, the tariff record reflecting the Eco TSA includes a point redesignation that was accepted by the Commission on March 23, 2026 in Docket No. RP26-570-000.<sup>2</sup>

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<sup>1</sup> *El Paso Natural Gas Co.*, Docket No. RP22-1260-000 (Oct. 20, 2022) (unpublished letter order).

<sup>2</sup> *El Paso Natural Gas Co.*, Docket No. RP26-570-000 (Mar. 23, 2026) (unpublished letter order).

## **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 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, Eco submitted a request to temporarily redesignate capacity rights from its primary receipt point of PLAINS (PIN 302248) to INN26PLA (PIN 300109) on Agreement No. 612617-FT1EPNG for the period beginning July 1, 2026 and ending September 30, 2026, as indicated on the attached tariff record. INN26PLA is currently included in the Eco TSA as an alternate receipt point at which the negotiated rate specified in the TSA applies. Eco’s request was evaluated and accepted by EPNG and, therefore, Agreement No. 612617-FT1EPNG was amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.<sup>4</sup> Given that Eco’s temporary redesignation request affects a negotiated rate agreement, EPNG is submitting an updated tariff record to reflect the changes necessary to implement the redesignation, including the applicable time periods. Other than the changes described herein, no other changes have been made to the Eco TSA.

## **Tariff Provisions**

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.<sup>5</sup>

Part II, Section 5.44 is updated to reflect amendments to implement the temporary receipt point redesignation for the relevant time periods for the Eco TSA.

## **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission’s regulations,<sup>6</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 the Eco TSA; and
- 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 July 1, 2026, which is not less than thirty days nor more than sixty days following the submission of this instant filing. With respect to any tariff record the Commission allows to go into effect without change, EPNG hereby moves to place the

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

<sup>4</sup> See Appendix A for a copy of the redesignation report for Agreement No. 612617-FT1EPNG. This report reflects the details regarding Eco’s redesignation request and EPNG’s approval of such request.

<sup>5</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

<sup>6</sup> See 18 C.F.R. §§ 154.1 – 154.603 (2025) (Part 154).

tendered tariff record in to effect at the end of any minimal suspension period specified 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: (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 28<sup>th</sup> day of May 2026.

/s/

Shelly L. Busby

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

## Appendix A

**Primary Receipt and Delivery Point ReDesignation Report**

**Request # :** 113103

**Company Name :** ECO-ENERGY NATURAL GAS, LLC

**Contract No :** 612617-FT1EPNG

**Status :** EXECUTED

**Acquired Capacity Agreement :** N

**Amendment No :** 14

**Submit Date & Time :** 5/1/2026 11:22:06AM

**Executed Date & time :** 5/1/2026 2:53:12PM

**Effective Date :** 07/01/2026

**ReDesignation End Date :** 09/30/2026

**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>								
302248	(PLAINS) PLAINS POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	07/01/2026	09/30/2026	15,000
<b>Re-Designation</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS PLA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	07/01/2026	09/30/2026	15,000
<b>Updated TSA Entitlements*</b>								
300109	NNG/EPNG (INN26PLA) 26 IN HOBBS PLA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	07/01/2026	09/30/2026	15,000

\*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.

Clean Tariff Section

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	07/01/26 – 09/30/26	15,000	1a/ 1b/	1/	1/	4/	300109 INN26PLA	314604 DPG&ETOP
	10/01/26 – 10/31/35	15,000	1a/ 1b/	1/	1/	4/	302248 PLAINS	314604 DPG&ETOP
	07/01/26 – 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

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 DPG&ETOP	<del>0704</del> /01/26 – <del>0906</del> /30/26		15,000	1a/ 1b/	1/	1/	4/	300109 INN26PLA 314604
	<del>1007</del> /01/26 – 10/31/35	15,000	1a/ 1b/	1/	1/	4/	302248 PLAINS	314604 DPG&ETOP
	<del>0704</del> /01/26 – 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.