



November 13, 2024

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

Section 5.24	Eco-Energy Natural Gas #615797-FT1EPNG	Version 1.0.0
Section 5.43	Eco-Energy Natural Gas #617940-FT1EPNG	Version 1.0.0

Proposed with an effective date of January 1, 2025, these tariff records update the Statement of Negotiated Rates in EPNG's Tariff to reflect amendments to two existing negotiated rate transportation service agreements ("TSAs") executed with Eco-Energy Natural Gas, LLC ("Eco-Energy") under Rate Schedule FT-1. EPNG respectfully requests that the tariff records become effective on January 1, 2025, consistent with the effective date of the amended TSAs.

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 and Eco-Energy executed amendments to Agreement No. 615797-FT1EPNG and Agreement No. 617940-FT1EPNG ("Eco-Energy TSAs") which include negotiated rates effective January 1, 2025.

TSA No. 615797-FT1EPNG

The amendment to Agreement No. 615797-FT1EPNG reflects a ten-year term extension through December 31, 2034 of the underlying TCD of 30,000 Dth per day. Additionally, the amended TSA includes an updated fixed negotiated

reservation rate of \$17.0334 per Dth per month and such rate will also apply to the alternate points included in the TSA. There is no change to the primary and alternate points included in the TSA at which the negotiated rate applies.

TSA No. 617940-FT1EPNG

The amendment to Agreement No. 617940-FT1EPNG reflects a three month extension through March 31, 2025 of the underlying TCD of 15,000 Dth per day. The fixed reservation rate of \$4.5625 per Dth per month remains unchanged.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 identifying the transaction.² In accordance with this policy, EPNG is submitting tariff records to reflect the negotiated rates and certain contractual terms.

Description of Filing

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.³

Part II, Sections 5.24 and 5.43 reflect the negotiated rates and terms applicable to the Eco-Energy TSAs. Specifically, the proposed tariff records include the legal name of the shipper, the negotiated rates, the receipt and delivery points, the TCD, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, EPNG has included a statement on the proposed tariff records to note that the underlying agreement conforms in all material respects with EPNG's Rate Schedule FT-1 pro forma service agreement.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁴ 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 records in PDF format.

¹ Additionally there were no changes to the primary and alternate receipt and delivery points at which the negotiated rate applies.

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 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

⁴ 18 C.F.R. §§ 154.101 – 154.603 (2024).

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2025, which is not less than thirty days nor more than sixty days following the submission of this filing and consistent with the effective date of the amended TSAs. 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
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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

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 13th day of November 2024.

/s/

Shelly L. Busby

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

Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT-1 Primary Delivery	Term of Service	TCD (Dth/d)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate	Primary Receipt Point(s)	Point(s)
Eco-Energy Natural Gas, LLC #615797-FT1EPNG	1/1/2025 2 – 12/31/20 3 24	30,000	1a/	1/ <u>1/</u>	302132 KEYSTONE	314604 DPG&ETOP	
			1a/	Alternate Receipt 1/ <u>1/</u>	Alternate Delivery Point(s)	Point(s)	
					302344 STML ANA	301016 DSCALEHR	
						302346 STML PER	
					302347 STML SJN	314604 DPG&ETOP	
					43886 RYAN GULCH	332503 DSCALTOP	
					42235 LOVE RANCH	314991 ICPSOUTH	
					36100 GREASEWOOD	332554 KRAMER	
					40237 GREASEWOOD X	332531 SOCWR	
					41781 DARK CANYON	320614 IGRIFFTH	
					332569 DAGMOJ	301881 ITCOLBLA	
						300716 BLANTRAN	
						300726 BONDTRAN	
						41781 DK CANYON	
						42223 YELLOW JKT	
						42235 LOVE RANCH	
						40379 HARE_CANYON	
						36106 TW BLANCO	
						332569 DAGMOJ	
						300705 ANADTRAN	
						305421 INNDUMAS	
						314430 INN30PLA	

301693 INORBAJA

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 ~~74.0334~~⁰⁷⁷ per Dth per Month 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	Term of Primary Receipt Service	TCD Primary Delivery (Dth/d) Point(s)	Reservation Rate 1/	Usage Rate	Authorized Overrun Rate	Point(s)																		
Eco-Energy Natural Gas, LLC #617940-FT1EPNG 4/	19/1/252 - 310/31/252 301016 DSCALEHR	15,000 15,000	1a/	1/	1/	1/ 302080																		
						<table border="0"> <tr> <th>Primary and Alternate Receipt Point(s)</th> <th>Primary and Alternate Delivery Point(s)</th> </tr> <tr> <td>302347 STML SJN</td> <td>301016 DSCALEHR</td> </tr> <tr> <td>302344 STML ANA</td> <td>301693 INORBAJA</td> </tr> <tr> <td>302346 STML PER</td> <td>300716 BLANTRAN</td> </tr> <tr> <td>302080 IWILCOXD</td> <td>300726 BONDTRAN</td> </tr> <tr> <td></td> <td>300705 ANADTRAN</td> </tr> <tr> <td></td> <td>302250 PLNSTRAN</td> </tr> <tr> <td></td> <td>302136 KEYTRAN</td> </tr> <tr> <td></td> <td>302407 WAHATRAN</td> </tr> </table>	Primary and Alternate Receipt Point(s)	Primary and Alternate Delivery Point(s)	302347 STML SJN	301016 DSCALEHR	302344 STML ANA	301693 INORBAJA	302346 STML PER	300716 BLANTRAN	302080 IWILCOXD	300726 BONDTRAN		300705 ANADTRAN		302250 PLNSTRAN		302136 KEYTRAN		302407 WAHATRAN
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- 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 \$4.5625 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.
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- 4/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
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