FEDERAL ENERGY REGULATORY COMMISSION WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company Docket No. RP25-887-000

Issued: May 15, 2025

On May 1, 2025, Northern Natural Gas Company filed a revised tariff record¹ to amend a negotiated rate agreement with Eco-Energy Natural Gas, LLC. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff record is accepted, effective May 1, 2025, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in the applicant's tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

¹ Northern Natural Gas Company, FERC Gas Tariffs, Section 34, (4.0.0).

Tariff record(s) to be inserted into your copy of Northern Natural Gas Company's FERC Gas Tariff, Seventh Revised Volume No. 1

Northern Natural Gas Company

FERC Gas Tariff

Seventh Revised Volume No. 1

Part 5 - Negotiated Rates Section 34 Version 4.0.0

Shipper Name: Eco-Energy Natural Gas, LLC

Contract No.: 138211
Rate Schedule: TFX

Term of Negotiated Rate: 05/01/2025 through 10/31/2025

Non-conforming Agreement: No Winter Quantity Dth/day: 0 Summer Quantity Dth/day: 50,607

Receipt Points: Vaquero Caymus Plant Pecos Co, Brownfield Pool, All Field Area MID 1

- MID 7 Receipt Points

Delivery Points: Brownfield Pool, NNG Field/MKT Demarcation-16B, Demarc Def.

Delivery, Permian Pooling Point

For the period 05/01/2025 through 10/31/2025 during the Summer Months of May through October, the rate provisions are amended as follows:

The daily charge shall be the MDQ multiplied by the "Formula Rate." The "Formula Rate" shall equal the arithmetic value obtained from the formula [(D minus ((R plus I) divided by F)) times S times P], where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.02; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation-16B (POI 37654) (Demarc) from Fuel Section 1, (S) = 0.95; (P) = the actual % of MDQ scheduled on this contract excluding any deliveries to the Brownfield Pooling Point (POI 79387) except in the event [(D minus ((R plus I) divided by F)) times S] is equal to or greater than \$0.15 then "P" will be equal to 0.4940. However, when calculating the "Rate," in no event will [(D minus ((R plus I) divided by F)) times S] be less than \$0.05. The monthly charge is the sum of the daily charges for the applicable month.

Shipper's charges in paragraphs above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rates set forth in paragraphs above are applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points not listed located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16A, except quantities may be delivered to the Brownfield Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def.-Delivery; or (2) any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B provided the MDQ at MID 16B does not exceed 25,000 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth in paragraphs above.