



September 26, 2024

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Ms. Debbie-Anne A. Reese, Acting Secretary

Re: Negotiated Rate Agreement Update;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP24-

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 its Third Revised Volume No. 1A of the FERC Gas Tariff ("Tariff"):

Part II Section 5.26 Shell Energy North America #615861-FT1EPNG Version 4.0.0

Proposed with an effective date of October 1, 2024, this tariff record updates EPNG's Tariff to a implement temporary point redesignation request on an existing transportation service agreement ("TSA") between EPNG and Shell Energy North America (US) L.P. ("Shell"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the October 1, 2024 effective date, as discussed below.

Background

TSA No. 615861-FT1EPNG ("Shell TSA") is a conforming, negotiated rate TSA which is included in EPNG's Tariff.¹ 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,² Shell has redesignated primary points on this TSA consistent with EPNG's Tariff. Currently, the tariff record reflecting the TSA includes point redesignations that were accepted by the Commission on November 22, 2022.³

¹ See Part II: Stmt. of Rates, Section 5.26 of EPNG's Tariff.

² *El Paso Natural Gas Co.*, Docket No. RP22-386-000 (Dec. 20, 2021) (unpublished letter order).

³ *El Paso Natural Gas Co.*, Docket No. RP23-165-000 (Nov. 22, 2022) (unpublished letter order).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.⁴ 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, Shell submitted a request to temporarily shift its capacity from the primary receipt point of ILONESTR (PIN 301620) to the ILONEWA (PIN 301621) receipt point for the period October 1, 2024 through November 30, 2024, as indicated on the attached tariff record. The ILONEWA receipt point is currently listed as an alternate receipt point at which the negotiated rate specified in the Shell TSA applies.⁵

Shell’s request was evaluated and accepted by EPNG and, therefore, the Shell TSA was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.⁶ Given that Shell’s temporary redesignation request affects a negotiated rate agreement, EPNG is submitting an updated tariff record to reflect the location modification and the relevant time period. No other changes have been made to the Shell TSA and the TSA conforms to the *pro forma* FT-1 service agreement contained in the Tariff.

Tariff Provisions

EPNG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of the Commission’s regulations.⁷

Part II, Section 5.26 is updated to reflect the requested capacity redesignation effective October 1, 2024 applicable to the Shell TSA.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission’s regulations,⁸ EPNG is submitting an eTariff XML filing package, which includes the following:

⁴ See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

⁵ As shown on the tariff record submitted herewith, the relevant fixed negotiated rate applies to all receipt points included within STML PER (PIN 302346) on an alternate basis. Specifically, the ILONEWA receipt point is included within STML PER (PIN 302346).

⁶ See Appendix A for a copy of the redesignation report for Agreement No. 615861-FT1EPNG. This report reflects the details regarding Shell’s redesignation request and EPNG’s approval of such request.

⁷ See 18 C.F.R. §§ 154.201 – 154.210 (2024) (Subpart C).

⁸ See 18 C.F.R. §§ 154.1 – 154.603 (2024) (Part 154).

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 107370

Company Name : SHELL ENERGY NORTH

Contract No : 615861-FT1EPNG

Status : EXECUTED

Acquired Capacity Agreement : N

Amendment No : 15

Submit Date & Time : 9/6/2024 3:41:58PM

Executed Date & time : 9/9/2024 10:11:00AM

Effective Date : 10/01/2024

ReDesignation End Date : 11/30/2024

Customer Comments :

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
301620	ATMOS-TX/EPNG (ILONESTR) SWEETIE PE	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	7,300
Re-Designation								
301621	ATMOS-TX/EPNG (ILONEWA) LONESTAR WA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	7,300
Current								
301620	ATMOS-TX/EPNG (ILONESTR) SWEETIE PE	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	7,300
Re-Designation								
301621	ATMOS-TX/EPNG (ILONEWA) LONESTAR WA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	7,300
Current								
302132	(KEYSTONE) KEYSTONE POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	9,515
302248	(PLAINS) PLAINS POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	1,296
302132	(KEYSTONE) KEYSTONE POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	10,811
Updated TSA Entitlements*								
301621	ATMOS-TX/EPNG (ILONEWA) LONESTAR WA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	7,300
302132	(KEYSTONE) KEYSTONE POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	9,515

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
302248	(PLAINS) PLAINS POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	10/01/2024	10/31/2024	1,296
301621	ATMOS-TX/EPNG (ILONEWA) LONESTAR WA	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	7,300
302132	(KEYSTONE) KEYSTONE POOL	314604	PACGAS/EPNG (DPG&ETOP) TOPOCK OBA M	SN2	27	11/01/2024	11/30/2024	10,811

*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.

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	Primary Receipt Point(s)	Primary Delivery Point(s)	
Shell Energy North	10/1/2024 – 11/30/2024	7,300	1a/	1/	301621 ILONEWA	314604 DPG&ETOP	
	11/4/2022 – 12/31/2022	12,111	November 1a/	1/	302132 KEYSTONE	314614 DPG&ETOP	
America (US), L.P. #615861-FT1EPNG	12/1/2024 – 12/31/2026	9,984	December				
	12/1/2024 – 12/31/2026	7,300	1a/	1/	301620 ILONESTR	314604 DPG&ETOP	
	11/4/2022 – 12/31/2022		November 1a/	1/	302248	PLAINS	
	12/1/2022 – 12/31/2026	827	December				
	11/4/2022 – 11/30/2022	6,000	1a/	1/	301620 ILONESTR	314604 DPG&ETOP	
	12/1/2022 – 12/31/2026	7,300	1a/	1/	301620 ILONESTR	314604 DPG&ETOP	
KEYSTONE	10 4/1/2024 3 – 12/31/2026		9,942	January	1a/	-1/	302132
	314604 DPG&ETOP						
		10,130	February				
		9,678	March				
		9,588	April				
		9,101	May				
		8,819	June				
		8,976	July				
		8,921	August				
		9,239	September				
		9,515	October				
		10,811	November				
		9,984	December				
	10 4/1/2024 3 – 12/31/2026		869	January	1a/	-1/	302248 PLAINS
	314604 DPG&ETOP						
		681	February				
		1,133	March				
		1,223	April				
		1,710	May				
		1,992	June				

1,835	July
1,890	August
1,572	September
1,296	October
	November
827	December

1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
		302344 STML ANA	301016 DSCALEHR
		302346 STML PER	301693 INORBAJA
		302347 STML SJN	314604 DPG&ETOP
		43886 IRYGULCH	332503 DSCALTOP
		42235 IRXLVRCH	314991 ICPSOUTH
		36100 IGRSWDQP	332554 KRAMER
		40237 IEXMBGRS	332531 SOCWR
		41781 IDRKCNGR	320614 IGRIFFTH
		332569 DAGMOJ	301881 ITCOLBLA
			300716 BLANTRAN
			300726 BONDTRAN
			41781 IDRKCNGR
			42223 DYELJKPS
			42235 IRXLVRCH
			40379 DAHRCNYN
			36106 ITWBLANCO
			332569 DAGMOJ

- 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 \$10.7676 per Dekatherm 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 Shipper Identification	Term of Service	TCD (Dth/d)		Reservation Rate 1/	Usage Rate	Primary Receipt Point(s)	Primary Delivery Point(s)
Shell Energy North America (US), L.P. #615861-FT1EPNG	10/1/2024 – 11/30/2024	7,300		1a/	1/	301621 ILONEWA	314604 DPG&ETOP
	12/1/2024 – 12/31/2026	7,300		1a/	1/	301620 ILONESTR	314604 DPG&ETOP
	10/1/2024 – 12/31/2026	9,942	January	1a/	1/	302132 KEYSTONE	314604 DPG&ETOP
		10,130	February				
		9,678	March				
		9,588	April				
		9,101	May				
		8,819	June				
		8,976	July				
		8,921	August				
		9,239	September				
		9,515	October				
		10,811	November				
9,984	December						
10/1/2024 – 12/31/2026	869	January	1a/	1/	302248 PLAINS	314604 DPG&ETOP	
	681	February					
	1,133	March					
	1,223	April					
	1,710	May					
	1,992	June					
	1,835	July					
	1,890	August					
	1,572	September					
	1,296	October					
	827	November					
	December						

1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
		302344 STML ANA	301016 DSCALEHR
		302346 STML PER	301693 INORBAJA
		302347 STML SJN	314604 DPG&ETOP
		43886 IRYGULCH	332503 DSCALTOP
		42235 IRXLVRCH	314991 ICPSOUTH
		36100 IGRSWDQP	332554 KRAMER
		40237 IEXMBGRS	332531 SOCWR
		41781 IDRKCNGR	320614 IGRIFFTH
		332569 DAGMOJ	301881 ITCOLBLA
			300716 BLANTRAN
			300726 BONDTRAN
			41781 IDRKCNGR
			42223 DYELJKPS
			42235 IRXLVRCH
			40379 DAHRCNYN
			36106 ITWBLANCO
			332569 DAGMOJ

- 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 \$10.7676 per Dekatherm 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.