



November 29, 2018

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreements Filing;
El Paso Natural Gas Company, L.L.C.;
Docket No. RP19-

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 shown on Attachment A for inclusion in EPNG's FERC Gas Tariff, Third Revised Volume No. 1A ("Tariff").

EPNG is proposing to update the Statement of Negotiated Rates in its Tariff to reflect the addition of four conforming, negotiated rate transportation service agreements ("TSAs") for firm transportation service under Rate Schedule FT-1. As discussed below, EPNG respectfully requests a waiver of the 30-day notice requirement to permit the tariff records to become effective on December 1, 2018, consistent with the effective date of the TSAs.

Reason for Filing

EPNG has executed four new conforming, negotiated rate TSAs associated with its Permian North Project.¹ The General Terms and Conditions ("GT&C") Section 4.18 of EPNG's Tariff allows EPNG and a shipper to agree to a transportation rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Moreover, the Commission's policy requires pipelines, when implementing a negotiated rate TSA, to either include the TSA in its Tariff or submit a Statement of Rate tariff

¹ EPNG submitted its Prior Notice Request for Authorization of the Permian North Project on July 11, 2018 in Docket No. CP18-522-000. In the Prior Notice, EPNG sought authorization to construct certain system enhancements that included station yard piping, and valve and compressor modifications to its Eunice, Pecos River, and Plains Compressor Stations. EPNG anticipates the facilities will be in-service as early as December 1, 2018.

record identifying the transaction.² Accordingly, EPNG is submitting herein for the Commission's review and acceptance four conforming negotiated rate TSAs which are described below.

Description of the TSAs³

TSA Nos. 610678-FT1EPNG and 610679-FT1EPNG – ETC Marketing, Ltd. (“ETC”)

ETC and EPNG executed conforming, negotiated rate TSA No. 610678-FT1EPNG which includes a negotiated reservation rate of \$14.2880 per dekatherm (“Dth”) per month. This TSA has a two-year term commencing on the in-service date of the Permian North Project. The transportation contract demand (“TCD”) is 30,000 Dth per day. TSA No. 610678-FT1EPNG specifies a primary receipt point of IJALCPLX and a primary delivery point of DSCALTOP.

ETC and EPNG also executed conforming, negotiated rate TSA No. 610679-FT1EPNG which includes a negotiated reservation rate of \$14.5920 per Dth per month. This TSA has a two-year term commencing on the in-service date of the Permian North Project. The TCD is 20,000 Dth per day. TSA No. 610679-FT1EPNG specifies a primary receipt point of SIDRICH and a primary delivery point of DSCALTOP.

TSA No. 610720-FT1EPNG – EOG Resources, Inc. (“EOG”)

EOG and EPNG executed conforming, negotiated rate TSA No. 610720-FT1EPNG which includes a negotiated reservation rate of \$12.7750 per Dth per month. This TSA has a two-year term commencing on the in-service date of the Permian North Project. The TCD is 20,000 Dth per day. TSA No. 610720-FT1EPNG specifies a primary receipt point of IROCKDOV and a primary delivery point of DSCALTOP.

² See *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 at PP 25-27, 31-32 (2003).

³ Subsequent to the execution of three of these conforming negotiated rate TSAs, EPNG submitted a modification to its Rate Schedule FT-1 Pro Forma Service Agreement, which was accepted by the Commission in an unpublished letter order dated June 4, 2018 in Docket No. RP18-762-000. Specifically, TSA Nos. 610678-FT1EPNG, 610679-FT1EPNG and 610724-FT1EPNG conformed to EPNG's then effective pro forma agreement when they were executed. EPNG is submitting these TSAs as conforming TSAs, consistent with the Commission finding that an existing agreement that conformed to the pro forma when executed should automatically incorporate subsequent changes to the terms and conditions of a pipeline's tariff, including changes implemented through a revision to the pro forma agreement. See *Northern Natural Gas Company*, 135 FERC ¶ 61,207 (2011).

TSA No. 610724-FT1EPNG – Tesoro Refining & Marketing Company, LLC (“TRMC”)

TRMC and EPNG executed conforming, negotiated rate TSA No. 610724-FT1EPNG which includes a negotiated reservation rate of \$12.3654 per Dth per month. This TSA has a two-year term commencing on the in-service date of the Permian North Project. The TCD is 20,000 Dth per day. TSA No. 610724-FT1EPNG specifies a primary receipt point of IRAMSEYN and a primary delivery point of DSCALTOP.

Negotiated Rate Applicability at Alternate Points

Additionally, all four of the TSAs provide that the applicable negotiated rate will apply to certain alternate receipt and delivery point combinations for the full term of each TSA. As displayed on the proposed tariff records, these alternate receipt points include available Anadarko, Permian and San Juan Basin receipt points and the alternate delivery points of DSCALTOP, DPG&ETOP, DSCALEHR, SOCWR and KRAMER.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2018) and Part 154, Subpart C of the Commission's regulations:

Part II, Stmt. of Negotiated Rates is modified to add four conforming, negotiated TSAs to the Statement of Negotiated Rates.

Part II, Sections 5.11, 5.12, 5.13 and 5.14 describe the conforming negotiated rate TSAs. The negotiated rates are applicable for the full term of the TSAs and are not subject to the maximum or minimum reservation rate.⁴ The proposed tariff records state the exact legal name of the shipper, the negotiated rates, the receipt and delivery points, the quantity of gas to be transported, the applicable Rate Schedule for the service, and the contract term.

Procedural Matters

Inasmuch as this filing is fully described herein, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2018) of the Commission's regulations is omitted.

⁴ In addition to the applicable reservation charges, ETC, EOG and TRMC will pay all applicable commodity charges, fuel and lost and unaccounted-for gas charges, and all other applicable surcharges.

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

- a) a transmittal letter;
- b) Attachment A, a list of the proposed tariff records; and
- c) clean and marked versions of each tariff record in PDF format.

EPNG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective December 1, 2018, consistent with the anticipated in-service date of the facilities described herein. As such, EPNG requests the Commission grant a waiver of the notice requirements found in Section 154.207 of the Commission's regulations and any other waivers necessary consistent with Commission policy.⁵ With respect to any tariff provisions the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff provisions into effect at the end of the suspension period.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
Facsimile: (719) 520-4697
EPNGRegulatoryAffairs@kindermorgan.com

Mr. David K. Dewey
Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4227
Facsimile: (719) 520-4415
EPNGLegalFERC@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 (2018)).

The undersigned hereby certifies that he 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 his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

⁵ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

Respectfully submitted,

EL PASO NATURAL GAS COMPANY, L.L.C.

By: _____/s/_____

Francisco Tarin
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 18 C.F.R §§ 154.208 and 385.2010 (2018) of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 29th day of November 2018.

By: /s/
Francisco Tarin
Director, Regulatory

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

EL PASO NATURAL GAS COMPANY, L.L.C
Negotiated Rate Agreements Filing
RP19-____

Third Revised Volume No. 1A

Part II	Section 5	Stmnt of Negotiated Rates	Version 12.0.0
Part II	Section 5.11	ETC Marketing, Ltd. #610678-FT1EPNG	Version 0.0.0
Part II	Section 5.12	ETC Marketing, Ltd. #610679-FT1EPNG	Version 0.0.0
Part II	Section 5.13	EOG Resourecs, Inc. #610720-FT1EPNG	Version 0.0.0
Part II	Section 5.14	Tesoro Refining & Marketing Co LLC. #610724-FT1EPNG	Version 0.0.0

Statement of Negotiated Rates

Section 5.1	El Paso Marketing Company, L.L.C. #FT2K2000
Section 5.2	WPX Energy Marketing, LLC #FT3HF000
Section 5.3	Mexicana de Cobre, S.A. de C.V. #FT3HK000
Section 5.4	ARM Energy Management, LLC #FT3HQ000
Section 5.5	Southwestern Public Service Company #610337-FH8EPNG
Section 5.6	Arizona Public Service Company #610506-FH8EPNG
Section 5.7	MRC Permian Company #610834-FT1EPNG
Section 5.8	GIGO Transport, Inc. #610868-FT1EPNG
Section 5.9	Centennial Resources Production, LLC #610782-FT1EPNG
Section 5.10	Southwestern Public Service Company #611653-FH8EPNG
Section 5.11	ETC Marketing, Ltd. #610678-FT1EPNG
Section 5.12	ETC Marketing, Ltd. #610679-FT1EPNG
Section 5.13	EOG Resources, Inc. #610720-FT1EPNG
Section 5.14	Tesoro Refining & Marketing Company LLC #610724-FT1EPNG

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)
ETC Marketing, Ltd #610678-FT1EPNG	Beginning on the in-service date and ending twenty-four months after the in-service date	30,000	1a/	1/	IJALCPLX	DSCALTOP
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					STML ANA	DSCALTOP
					STML PER	DPG&ETOP
					STML SJN	DSCALEHR
						SOCWR
						KRAMER

- 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 \$14.2880 per Dekatherm per month which shall not be subject to the applicable maximum or minimum Rate Schedule FT-1 reservation rate for the corresponding rate zone as set forth in Transporter's Tariff and 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.

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ETC Marketing, Ltd #610679-FT1EPNG	Beginning on the in-service date and ending twenty-four months after the in-service date	20,000	1a/	1/	SIDRICH	DSCALTOP
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
					STML ANA	DSCALTOP
					STML PER	DPG&ETOP
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EOG Resources, Inc. #610720-FT1EPNG	Beginning on the in-service date and ending twenty-four months after the in-service date	20,000	1a/	1/	IROCKDOV	DSCALTOP
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
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Tesoro Refining & Marketing Co LLC #610724-FT1EPNG	Beginning on the in-service date and ending twenty-four months after the in-service date	20,000	1a/	1/	IRAMSEYN	DSCALTOP
			1a/	1/	Alternate Receipt Point(s)	Alternate Delivery Point(s)
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(Rates per Dth/day)

Rate Schedule FT-1	Term of	TCD	Reservation	Usage	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate 1/	Rate	Point(s)	Point(s)
Tesoro Refining & Marketing Co LLC #610724-FT1EPNG	Beginning on the in-service date and ending twenty-four months after the in-service date	20,000	1a/	1/	IRAMSEYN	DSCALTOP
					Alternate Receipt	Alternate Delivery
				1a/	1/	Point(s)
					Point(s)	Point(s)
					STML ANA	DSCALTOP
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