



May 1, 2019

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement Update;
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 tariff records listed below for inclusion in its Third Revised Volume No. 1A FERC Gas Tariff ("Tariff"):

Section 27.1 Arizona Public Service #FT39H000-FT1EPNG Exh A Version 27.0.0
Section 27.2 Arizona Public Service #FT39H000-FT1EPNG Exh B Version 27.0.0

Proposed with an effective date of May 2, 2019, these tariff records update EPNG's Tariff to reflect a temporary point redesignation on an existing transportation service agreement ("TSA") between EPNG and Arizona Public Service Company ("APS"). EPNG respectfully requests a waiver of the 30-day notice requirement to effectuate the May 2, 2019 effective date, as discussed below.

Background

On April 5, 2013, EPNG submitted a filing with multiple agreements between itself and APS for the Commission's review and acceptance ("April Filing"). Among those agreements was a non-conforming, negotiated rate firm agreement referred to at that time as Agreement No. FT39H000 (and now referred to as Agreement No. FT39H000-FT1EPNG). This TSA reflected firm transportation service to various primary and alternate points at which the negotiated rate specified in the TSA would apply. On May 30, 2013, the Commission issued an order accepting the April Filing with an effective date of June 1, 2013.¹

¹ *El Paso Natural Gas Co.*, 143 FERC ¶ 61,187 (2013).

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.² An acceptance of a re-designation 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, APS submitted a request to temporarily shift some of its capacity on Agreement No. FT39H000-FT1EPNG from the primary delivery point of DAPS YUM (PIN 330458) to DAPS PHX (PIN 300777) for May 2 through May 31, 2019.³ DAPS PHX is currently listed as an alternate delivery point at which the negotiated rate specified in the TSA applies. APS’ request was accepted by EPNG and, therefore, Agreement No. FT39H000-FT1EPNG was deemed to be amended pursuant to Section 8.1(f)(iii)(F) of the GT&C.⁴ Given that APS’ temporary redesignation request affects a non-conforming negotiated rate agreement, EPNG is proposing tariff records to reflect the delivery point modification and the relevant time period. No other changes to the TSA have been made.

Tariff Provisions

EPNG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2018) and Subpart C of the Commission's regulations.⁵

Part VII, Sections 27.1 and 27.2 are updated to reflect the new primary delivery point effective May 2, 2019 through May 31, 2019 for Agreement No. FT39H000-FT1EPNG.

² See Section 8.1(f)(iii)(B) of the GT&C of EPNG’s Tariff.

³ As indicated on the attached tariff records, some of the capacity will shift to the Redhawk Delivery Point (Meter No. 314553) within the DAPS PHX D-Code effective May 2, 2019 through May 31, 2019. This temporary redesignation is similar to others recently filed by EPNG and accepted by the Commission in Docket Nos. RP18-842-000, RP18-1023-000, RP18-1099-000, and RP18-1228-000.

⁴ See Appendix A for a copy of the redesignation report for Agreement No. FT39H000-FT1EPNG. This report reflects the details regarding APS’ redesignation request and EPNG’s approval of such request.

⁵ See 18 C.F.R. §§ 154.201 - 154.210 (2018) (Subpart C).

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.

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁶ 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 Agreement No. FT39H000-FT1EPNG; 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 May 2, 2019, consistent with the effective date of the redesignation request. As such, EPNG requests the Commission grant a waiver of the notice requirements found in 18 C.F.R. § 154.207 (2018) of the Commission's regulations.⁷ With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records in to 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
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EPNGRegulatoryAffairs@kindermorgan.com

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Assistant General Counsel
El Paso Natural Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4534
Facsimile: (719) 520-4415
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 (2018)).

⁶ 18 C.F.R. §§ 154.101 – 154.603 (2018).

⁷ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

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.

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 Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 1st day of May 2019.

/s/

Francisco Tarin

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

Appendix A

Primary Receipt and Delivery Point ReDesignation Report

Request # : 86360	Company Name : ARIZONA PUBLIC SERV. CO.
Contract No : FT39H000-FT1EPNG	Status : EXECUTED
Acquired Capacity Agreement : N	Amendment No : 19
Submit Date & Time : 4/26/2019 2:40:09PM	Executed Date & time : 5/1/2019 8:10:07AM
Effective Date : 05/02/2019	ReDesignation End Date : 05/31/2019
Customer Comments : Metter to Redhawk	

Point (Rec)	Point Name (Rec)	Point (Del)	Point Name (Del)	Route	Rate Zone	Begin Date	End Date	MDQ/Dth/D
Current								
300724	(BONDADST) BONDAD STATION	330458	APS/EPNG (DAPS YUM) AXIS YUCCA PP Y	NS3	26	05/02/2019	05/31/2019	9,353
Re-Designation								
300724	(BONDADST) BONDAD STATION	300777	APS/EPNG (DAPS PHX) APS PHX MARICOP	NS3	26	05/02/2019	05/31/2019	9,353
Current								
302404	(WAHA) WAHA POOL	330458	APS/EPNG (DAPS YUM) AXIS YUCCA PP Y	SS1	26	05/02/2019	05/31/2019	7,919
Re-Designation								
302404	(WAHA) WAHA POOL	300777	APS/EPNG (DAPS PHX) APS PHX MARICOP	SS1	26	05/02/2019	05/31/2019	7,919
Current								
302132	(KEYSTONE) KEYSTONE POOL	330458	APS/EPNG (DAPS YUM) AXIS YUCCA PP Y	SS1	26	05/02/2019	05/31/2019	5,228
Updated TSA Entitlements*								
300724	(BONDADST) BONDAD STATION	300777	APS/EPNG (DAPS PHX) APS PHX MARICOP	NS3	26	05/02/2019	05/31/2019	9,353
302132	(KEYSTONE) KEYSTONE POOL	330458	APS/EPNG (DAPS YUM) AXIS YUCCA PP Y	SS1	26	05/02/2019	05/31/2019	5,228
302404	(WAHA) WAHA POOL	300777	APS/EPNG (DAPS PHX) APS PHX MARICOP	SS1	26	05/02/2019	05/31/2019	7,919

*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 Sections

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: May 1, 2019

Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: May 2, 2019 – May 31, 2019

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	300724	DAPS YUM	330458	NS3												
BONDADST	300724	DAPS PHX	300777	NS3					9,353							
KEYSTONE	302132	DAPS YUM	330458	SS1					5,228							
KEYSTONE	302132	DAPS PHX	300777	SS1												
WAHA	302404	DAPS YUM	330458	SS1												
WAHA	303404	DAPS PHX	300777	SS1					7,919							
TRANSPORTATION CONTRACT DEMAND									22,500							

Ex. A-1

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: May 1, 2019

Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: June 1, 2019 – December 31, 2024

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671		11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690	
WAHA	302404	DAPS YUM	330458	SS1			4,806	6,038	7,919	25,005	16,049	4,959	26,603		2,659	
TRANSPORTATION CONTRACT DEMAND					19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	31,500	29,000	23,000	19,000

Ex. A-2

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: May 1, 2019

Effective Dates: May 2, 2019 – May 31, 2019

Contract Meter Quantity (CMQ(s)) 2/																	
Primary Delivery PIN Name	Del PIN	Meter No.	Description	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS YUM	330458	330458	APS YUMA					5,228								225	242
DAPS PHX	300777	314553	REDHAWK DELIVERY POINT					17,272								525	
CONTRACT METER QUANTITY (CMQ(s))								22,500									

Ex. A-3

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
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 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C. and
 Arizona Public Service Company (Shipper)
 Dated: May 1, 2019

Effective Dates: June 1, 2019 – December 31, 2024

Primary Delivery Pin Name	Del PIN	Meter No.	Description	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS YUM	330458	330458	APS YUMA	225	242

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.
- 3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-4

Agreement No. FT39H000-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: May 1, 2019

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As Listed in Exhibit A	As Listed in Exhibit A	May 2, 2019 – December 31, 2024	(1a)			

Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN ANADARKO	302346 302347 300704	DAPS PHX DAPS YUM	300777 330458	See ¶9	(1a)			

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, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FT-1 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$12.0146 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.

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.

Ex. B-1

Marked Tariff Sections

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: ~~September 24~~ May 1, 2019~~98~~

Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: ~~October 1, 2018 – October 31, 2018~~ May 2, 2019 – May 31, 2019

Primary Receipt PIN Name	Rec PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	300724	DAPS YUM	330458	NS3										185		
BONDADST	300724	DAPS PHX	300777	NS3					9,353							
KEYSTONE	302132	DAPS YUM	330458	SS1					5,228					4,500		
KEYSTONE	302132	DAPS PHX	300777	SS1										24,315		
WAHA	302404	DAPS YUM	330458	SS1												
WAHA	303404	DAPS PHX	300777	SS1					7,919							
TRANSPORTATION CONTRACT DEMAND									22,500					29,000		

Ex. A-1

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: ~~September 24~~May 1, 201~~8~~9

Shipper's Transportation Contract Demand: See ¶11
 Effective Dates: ~~November 1, 2018~~June 1, 2019 – December 31, 2024

Primary Receipt PIN Name	Receipt PIN	Primary Delivery PIN Name	Del PIN	Flow Path	Maximum Quantity - D-Code (Dth/d) 1/											
					January	February	March	April	May	June	July	August	September	October	November	December
BONDADST	300724	DAPS YUM	330458	NS3	14,349	16,329	14,194	5,373	9,353	280	151	4,052	448	185	17,651	19,000
KEYSTONE	302132	DAPS YUM	330458	SS1	4,651	2,671		11,089	5,228	1,715	15,300	22,489	4,449	28,815	2,690	
WAHA	302404	DAPS YUM	330458	SS1			4,806	6,038	7,919	25,005	16,049	4,959	26,603		2,659	
TRANSPORTATION CONTRACT DEMAND					19,000	19,000	19,000	22,500	22,500	27,000	31,500	31,500	31,500	29,000	23,000	19,000

Ex. A-2

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 Dated: ~~September 24, 2018~~ May 1, 2019

Effective Dates: ~~October 1, 2018 – October 31, 2018~~ May 2, 2019 – May 31, 2019

Contract Meter Quantity (CMQ(s)) 2/																	
Primary Delivery PIN Name	Del PIN	Meter No.	Description	January	February	March	April	May	June	July	August	September	October	November	December	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS YUM	330458	330458	APS YUMA					5,228					4,685			225	242
DAPS PHX	300777	314553	REDHAWK DELIVERY POINT					17,272					24,315			525	
CONTRACT METER QUANTITY (CMQ(s))								22,500					29,000				

Ex. A-3

Agreement No. FT39H000-FT1EPNG

EXHIBIT A
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 Dated: ~~September 24, 2018~~ May 1, 2019

Effective Dates: ~~November 1, 2018~~ June 1, 2019 – December 31, 2024

Primary Delivery Pin Name	Del PIN	Meter No.	Description	Delivery Pressure (p.s.i.g.) Not less than 3/	Delivery Pressure (p.s.i.g.) Not greater than 3/
DAPS YUM	330458	330458	APS YUMA	225	242

- 1/ The sum of the Maximum Quantities identified above is equal to Shipper's Transportation Contract Demand for that Month.
- 2/ The sum of the CMQs identified above is equal to Shipper's D-Code Maximum Quantity for that Month.
- 3/ Unless otherwise specified on this Exhibit A, the pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; provided, however, Transporter reserves the right to deliver quantities at pressures up to the MAOP of that facility.

Ex. A-4

Agreement No. FT39H000-FT1EPNG

EXHIBIT B
 To The
 Firm Transportation Service Agreement
 Rate Schedule FT-1
 between
 El Paso Natural Gas Company, L.L.C.
 and
 Arizona Public Service Company (Shipper)
 Dated: ~~September 24, 2018~~ May 1, 2019

Primary Receipt Point(s)	Primary Delivery Point(s)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
As listed in Exhibit A	As Listed in Exhibit A	October 1, 2018 <u>May 2, 2019</u> – December 31, 2024	(1a)			

Alternate Receipt Point(s) / Location(s)	Point Identification Number (PIN)	Alternate Delivery Point(s) / Location(s)	Point Identification Number (PIN)	Effective Dates	Reservation Rate 1/	Usage Rate 1/	Fuel 2/	Surcharges 3/
STML PER STML SJN ANADARKO	302346 302347 300704	DAPS PHX DAPS YUM	300777 330458	See ¶9	(1a)			

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, Transporter and Shipper agree the reservation rate for this Agreement shall be a negotiated reservation rate and shall not be subject to the applicable maximum recourse or minimum FT-1 reservation rates as they are set forth in Transporter's Tariff during the entirety of the term of this Agreement. The reservation rate shall be \$12.0146 per Dekatherm per month. If the Federal Energy Regulatory Commission issues a final order that is no longer subject to rehearing or appeal in Docket No. RP10-1398-000 with a lower Non-Article 11.2 applicable maximum recourse FT-1 reservation rate, Shipper will pay that lower rate. The lower rate will become the new negotiated reservation rate (not subject to the applicable maximum or minimum rate). The lower rate shall be effective for the remainder of this Agreement beginning on the same date the lower applicable maximum recourse reservation rate becomes effective for all shippers.

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.

Ex. B-1