



June 30, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement Filing;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP21-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the following tariff records for inclusion in CIG's Second Revised Volume No. 1 FERC Gas Tariff ("Tariff"):

Part II Section 4.3 Colorado Natural Gas, Inc. #218569-TF1CIG, Version 7.0.0.

Proposed with an effective date of July 1, 2021, these tariff record updates CIG's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") executed between CIG and Colorado Natural Gas, Inc. ("CNG").

Reason for Filing

Recently, CIG and CNG executed a new, negotiated rate TSA for Rate Schedule TF-1 service. CIG is submitting a tariff record to update its Tariff showing the terms of TSA #218569-TF1CIG ("CNG TSA") for the Commission's review and acceptance.

Description of TSA

The CNG TSA has a contract term beginning July 1, 2021 and terminating on June 30, 2026. The TSA reflects a maximum daily quantity of 1,000 Dth per day at a negotiated rate for full term of the TSA, as more fully described below.¹

¹ The CNG TSA is subject to a contractual right of first refusal, as contemplated in CIG's Rate Schedule TF-1 Pro Forma and Part IV: General Terms and Conditions, Section 4.9 of CIG's Tariff.

Negotiated Rates

Section 4.17 of the General Terms and Conditions of CIG's Tariff allows CIG and a shipper to agree to a transportation rate that varies from the minimum-to maximum range provide on the Tariff. Pursuant to that provision, CIG and CNG have agreed to a negotiated reservation rate for the new TSA. A negotiated rate of \$9.0095 per Dth per month is applicable to transportation service between the primary receipt and delivery points of Blue Forest (PIN 891645) and North Deertrail (PIN 800489). As shown on Exhibit B of the CNG TSA, this negotiated rate also applies to secondary transactions at all points on CIG's mainline system.

In accordance with the Commission's policy on the filing of negotiated rate agreements,² CIG is submitting a tariff record to reflect the applicable negotiated rate and certain contractual terms for the CNG TSA. This policy requires pipelines, when implementing a negotiated rate TSA to file either the TSA or a Statement of Rates tariff record identifying the transaction.³

Description of Filing

CIG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2020) and Subpart C of Part 154 of the Commission's regulations.⁴

Part II, Section 4.3 reflects the negotiated rate and terms applicable to the CNG TSA. Specifically, the proposed tariff record includes the legal name of the shipper, the negotiated rate, the receipt and delivery points, the maximum daily quantity, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, CIG has included a statement on the proposed tariff record to note that the underlying agreement conforms in all material respects with CIG's Rate Schedule TF-1 pro forma service agreement.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁵ CIG is submitting an eTariff XML filing package, which includes the following:

- a) a transmittal letter; and
- b) clean and marked versions of the tariff record in PDF format.

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 See *Id.*

⁴ 18 C.F.R. §§ 154.201 – 154.210 (2020) (Subpart C).

⁵ 18 C.F.R. §§ 154.101 – 154.603 (2020).

CIG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on July 1, 2021, which is consistent with the effective date of the CNG TSA. As such, CIG requests the Commission grant waiver of the notice requirement as permitted by 18 C.F.R. §154.207 (2020) of the Commission's regulations.⁶ With respect to any tariff record the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff records in to effect at the end of a minimal suspension period.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory Affairs
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 667-7517
CIGRegulatoryAffairs@kindermorgan.com

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Colorado Springs, CO 80944-1087
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Juila_Forrester-Sellers@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 (2020)).

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,

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

By _____ /s/
Francisco Tarin
Director, Regulatory

Enclosures

⁶ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P11 (2003).

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 CIG'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 30th day of June 2021.

/s/

Francisco Tarin

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

Statement of Negotiated Rates
 (Rates per Dth)

R/S TF-1 Shipper Identification	Term of Negotiated Rate	Reservation Rate 3/5/6/	Commodity Rate 6/	Authorized Overrun	MDQ Dth/d	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Colorado Natural Gas, Inc. (#218569-TF1CIG) 1/	7/1/2021 through 6/30/2026	2/	3/ 4/ 5/	3/	1,000	891645 Blue Forest	800489 North Deertrail
						Secondary Point(s) of Receipt	Secondary Point(s) of Delivery
		2/	3/ 4/ 5/	3/		All	All

- 1/ This contract does not deviate in any material aspect from the form of service agreement or the tariff.
- 2/ As provided in Section 4.17 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following negotiated rates(s) \$9.0095 per Dth per month which shall be payable regardless of quantities transported.
- 3/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule TF-1 or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the High Plains or North Raton Lateral facilities shall be subject, as applicable, to the appropriate High Plains and/or North Raton Lateral incremental reservation and commodity rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 4/ Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.

- 5/ All applicable surcharges, unless otherwise specified, shall be the maximum charge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

Gas Quality Control Surcharge:

The Gas Quality Control reservation rate and commodity rate shall be assessed pursuant to Section 33.1 of the General Terms and Conditions of the Tariff. Reservation rate(s) shall be payable regardless of quantities transported.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions of the Tariff.

- 6/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's EBB and/or pursuant to Section 4.3 of the General Terms and Conditions of the Tariff.

Reserved
Statement of Negotiated Rates
 (Rates per Dth)

R/S TF-1

<u>Shipper Identification</u>	<u>Term of Negotiated Rate</u>	<u>Reservation Rate 3/5/6/</u>	<u>Commodity Rate 6/</u>	<u>Authorized Overrun</u>	<u>MDQ Dth/d</u>	<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>
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