



October 31, 2024

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

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

Re: Negotiated Rate Agreement Filing;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP25-

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 record for inclusion in CIG's Second Revised Volume No. 1 FERC Gas Tariff ("Tariff"):

Part II Section 4.1 Black Hills Service Company, LLC #221132-TF1CIG Version 6.0.0

Proposed with an effective date of November 1, 2024, the tariff record updates the Statement of Negotiated Rates in CIG's Tariff to reflect a new conforming negotiated rate transportation service agreement ("TSA") executed between CIG and Black Hills Service Company, LLC ("BHSC"). CIG respectfully requests a waiver of the 30-day notice requirement to effectuate the November 1, 2024 effective date, as discussed below

Reason for Filing

Section 4.17 of the General Terms and Conditions ("GT&C") of CIG's Tariff allows CIG and a shipper to agree to a transportation rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided in the Tariff. Recently, CIG and BHSC executed a new negotiated rate TSA for Rate Schedule TF-1 service. This TSA, TSA No. 221132-TF1CIG ("BHSC TSA"), reflects a contract term beginning November 1, 2024 and ending October 31, 2027. Additionally, the BHSC TSA reflects a maximum delivery quantity ("MDQ") of 20,000 Dekatherms ("Dth") per day per month, the primary points, and the fixed negotiated reservation rate.¹ The negotiated rate also applies to transactions that

¹ The BHSC TSA is subject to a contractual right of first refusal, as contemplated in, and permitted by, Part V, Section 1, Rate Schedule TF-1 Form of Service Agreement ("Pro Forma") and Part IV: GT&C, Section 4.9 of CIG's Tariff.

include the secondary receipt and delivery point combinations specified in the BHSC TSA and detailed on the tariff record submitted herein.

The Commission's policy on the filing of negotiated rate agreements requires pipelines, when implementing a negotiated rate TSA, to file either the TSA or a Statement of Rates tariff record identifying the transaction.² In accordance with this policy, CIG is submitting a tariff record reflecting the applicable negotiated reservation rate and certain contractual terms³ for the BHSC TSA.

Description of Filing

CIG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2024) and Subpart C of Part 154 of the Commission's regulations.⁴

Part II, Section 4.1 adds the BHSC TSA to the Statement of Negotiated Rates in CIG's Tariff. Specifically, the proposed tariff record includes the legal name of the shipper, the negotiated rate(s), the receipt and delivery points, the MDQ, 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.

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.

CIG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on November 1, 2024, contemporaneous with the effective date of the BHSC TSA. As such, CIG requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2024) 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

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 Additionally, footnote 1b in Exhibit B of the BHSC TSA provides for discounted rates related to certain authorized overrun quantities.

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

⁵ 18 C.F.R. §§ 154.101 – 154.603 (2024).

⁶ See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (2003).

tendered tariff record in to effect at the end of any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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Colorado Springs, CO 80944
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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 (2024)).

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

Respectfully submitted,

COLORADO INTERSTATE GAS COMPANY, L.L.C.

By _____/s/_____
Shelly L. Busby
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 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, CO as of this 31st day of October 2024.

/s/

Shelly L. Busby

Post Office Box 1087
Colorado Springs, CO 80944
(719) 520-4657

~~Reserved for Future Use~~ Statement of Negotiated Rates
 (Rates per Dth)

R/S TF-1

<u>Shipper Identification</u>	<u>Term of Negotiated Rate</u>	<u>Reservation Rate 1/ 3/ 4/</u>	<u>Commodity Rate 2/ 3/ 4/</u>	<u>Authorized Overrun 1/</u>	<u>MDQ Dth/d</u>	<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>
Black Hills Service Company, LLC (#221132-TF1CIG) 5/	11/01/2024 through 10/31/2027	1a/	1/	1b/	20,000	800556 Purgatoire	892315 Black Wolf
						<u>Secondary Point(s) of Receipt</u>	<u>Secondary Point(s) of Delivery</u>
		1a/	1/	1b/		All	All

1/ 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.

1a/ 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) \$12.5226 per Dth per Month which shall not be subject to the applicable minimum or maximum rates and which shall be payable regardless of quantities transported.

1b/ As provided in Section 4.16 of the General Terms and Conditions of Transporter's Tariff, the Parties agree to the following discount rate(s) \$0.1579 per Dth and \$0.0001 per Dth for daily Authorized Overrun Quantities of up to 20,000 Dth per Day applicable to Authorized Overrun for North Raton Zone 1 and Zone 2, respectively. The rate(s) charged under this Agreement shall not be less than the minimum, nor greater than the maximum rate provided in Transporter's Tariff.

2/ 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.

3/ 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.

4/ 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.

5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates
 (Rates per Dth)

R/S TF-1

<u>Shipper Identification</u>	<u>Term of Negotiated Rate</u>	<u>Reservation Rate 1/ 3/ 4/</u>	<u>Commodity Rate 2/ 3/ 4/</u>	<u>Authorized Overrun 1/</u>	<u>MDQ Dth/d</u>	<u>Primary Point(s) of Receipt</u>	<u>Primary Point(s) of Delivery</u>
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- 2/ 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.

- 3/ 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.

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- 4/ 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.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.