

May 29, 2026

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

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

Re: Negotiated Rate Agreement Update;  
Colorado Interstate Gas Company, L.L.C.;  
Docket No. RP26-

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 Part II of CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"):

Section 4.11 Tenaska Marketing Ventures #220128-TF1CIG      Version 1.0.0

Proposed with an effective date of June 1, 2026, this tariff record updates CIG's Statement of Negotiated Rates in its Tariff to reflect an amendment ("Amendment") to an existing negotiated rate transportation service agreement ("TSA") with Tenaska Marketing Ventures ("Tenaska"). CIG respectfully requests a waiver of the 30-day notice requirement to permit the tariff record to become effective on June 1, 2026, consistent with the effective date of the Amendment.

### **Background**

In 2023, CIG filed tariff records ("Tenaska Filing") to reflect the contractual information for a negotiated rate TSA with Tenaska (i.e., Agreement No. 220128-TF1CIG) in its Tariff. The Tenaska TSA reflected a maximum delivery quantity ("MDQ") of 46,000 dekatherms ("Dth") per day at negotiated reservation rates which increased each year during the term of the agreement. Additionally, the underlying negotiated rates applied to specific secondary receipt and delivery points for the same periods as the negotiated rate application for the primary points. The Commission issued an order accepting the Tenaska Filing on April 14, 2023.<sup>1</sup>

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<sup>1</sup> *Colorado Interstate Gas Co.*, Docket No. RP23-603-000 (Apr. 14, 2023) (unpublished letter order).

### **Reason for Filing**

Pursuant to Section 8.1(i) of the General Terms and Conditions (“GT&C”) of CIG’s Tariff, firm shippers may request changes in primary points of receipt or delivery subject to certain procedures. CIG evaluates and grants a requested point change based on specific operational criteria set forth in the Tariff. Further, the contract quantity at the new primary point is subject to the maximum applicable reservation rate for the remaining term of the agreement, unless otherwise agreed by CIG.

Recently, Tenaska requested to shift some capacity rights from its primary point of delivery of Beaver (PIN 800078) to Dumas Station (PIN 891129) on the Tenaska TSA beginning on June 1, 2026, as indicated on the attached tariff record. Tenaska’s request was evaluated and granted by CIG and, accordingly, an amendment to the Tenaska TSA was executed by the parties. The Amendment reflects the application of the same negotiated rate to the Dumas Station delivery point as is applicable to the Beaver delivery point, consistent with the current rate application for secondary points.<sup>2</sup> Given that Tenaska’s requested change to its primary points of delivery affects a negotiated rate agreement, CIG is submitting an updated tariff record to reflect the modification and the applicable begin date as a result of the Amendment.

When implementing a negotiated rate TSA, the Commission’s policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.<sup>3</sup> In accordance with this policy, CIG is submitting an updated tariff record to reflect the contractual terms of the Amendment.

### **Description of Filing**

CIG is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of Part 154 of the Commission’s regulations.<sup>4</sup>

Part II, Section 4.11 reflects the negotiated rates and terms applicable to the Amendment. Specifically, the proposed tariff record includes the legal name of the shipper, the negotiated rates, the receipt and delivery points, the maximum delivery quantity, the applicable rate schedule for the service, and the contract term. Additionally, consistent with the Commission’s policy, a statement on the proposed tariff record continues to note that the underlying agreement conforms in all material respects with CIG’s Rate Schedule TF-1 form of service agreement.

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<sup>2</sup> The Dumas Station delivery point is currently listed as a secondary point of delivery at which the negotiated rate applies.

<sup>3</sup> 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).

<sup>4</sup> See 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

The tariff record also reflects the removal by the Amendment of negotiated rates applicable to past time periods<sup>5</sup> and the inclusion of clarifying language for: (i) the contract quantity column header (i.e., MDQ), (ii) the secondary points column header with the addition of “Primary”, and (iii) the addition of references to notes, out of an abundance of caution.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>6</sup> 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 June 1, 2026, contemporaneous with the effective date of the Amendment. As such, CIG requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2025) of the Commission's regulations.<sup>7</sup> With respect to any tariff record the Commission allows to go into effect without change, CIG hereby moves to place the 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:

Ms. Shelly L. Busby  
Director, Regulatory  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4657  
CIGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain  
Assistant General Counsel  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4534  
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 (2025)).

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<sup>5</sup> As shown on the attached marked tariff record, note 1a has been updated to reflect the Amendment begin date of June 1, 2026.

<sup>6</sup> 18 C.F.R. §§ 154.1 – 154.603 (2025).

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

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 Regulations.

Dated at Colorado Springs, Colorado as of this 29<sup>th</sup> day of May 2026.

*/s/*

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Shelly L. Busby

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

**Marked Tariff Section(s)**

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule TF-1 Shipper Identification	Term of Service	<u>MDQ</u> <u>(Dth/d)</u>	Reservation Rate (1) <u>(4)</u>	Commodity Rate <u>(4)</u>	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Tenaska Marketing Ventures #220128-TF1CIG <u>(5)</u>	<u>64/1/23-26</u> -3/31/28	45, <u>0500</u> 500 500	(1a)(1b) <u>(1e)</u> <u>(1d)(1e)</u>	(1) <u>(2)(3)</u>	592027 (RTC) RITA CANYON	800078 (BEA) BEAVER 800361 (LAP) LAKIN PEPL <u>891129 (DUM) DUMAS STATION</u>
	Total	46,000				

	<u>Primary and Secondary Point(s)</u> <u>Point(s) of Receipt</u>	<u>Primary and Secondary Point(s)</u> <u>Point(s) of Delivery</u>
LAKIN PEPL	(1a)(1b) <u>(1)(2)(3) (1e)</u> <u>(1d)(1e)</u>	592027 (RTC) RITA CANYON 800078 (BEA) BEAVER 800361 (LAP) 891292 (WTX) WEST TEXAS 891129 (DUM) DUMAS STATION 891490 (PAL) PALO DURO 891797 (BRW) BARBWIRE 891820 (CTL) CATTLE GUARD 291666 (FRS) FLORIS <u>800094 (BKP) BAKER</u> 800089 (BIG) BIG BLUE 891489 (TUM) TUMBLEWEED 891044 (FOR) FORGAN

(1) (1)(2)(3) Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.

Notes:

(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 GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6500 per Dth per Month for the period April 1, 2023 through March 31, 2024 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

~~(1b) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$4.5625 per Dth per Month for the period April 1, 2024 through March 31, 2025 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

~~(1c) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$5.4750 per Dth per Month for the period April 1, 2025 through March 31, 2026 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

~~(1d) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$6.3875 per Dth per Month for the period April-June 1, 2026 through March 31, 2027 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.~~

(1be) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.4268 per Dth per Month for the period April 1, 2027 through March 31, 2028 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

(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) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge 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 electronic bulletin board 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.

**Clean Tariff Section(s)**

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule TF-1 Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate (1)(4)	Commodity Rate (4)	Primary Point(s) of Receipt	Primary Point(s) of Delivery
Tenaska Marketing Ventures #220128-TF1CIG (5)	6/1/26 – 3/31/28	45,000	(1a)(1b)	(1)(2)(3)	592027 (RTC) RITA CANYON	800078 (BEA) BEAVER 800361 (LAP) LAKIN PEPL 891129 (DUM) DUMAS STATION
		500				
		<u>500</u>				
		Total 46,000				

			Primary and Secondary Point(s) of Receipt	Primary and Secondary Point(s) of Delivery
(1a)(1b)	(1)(2)(3)	592027 (RTC) RITA CANYON	800078 (BEA) BEAVER 800361 (LAP) LAKIN PEPL 891292 (WTX) WEST TEXAS 891129 (DUM) DUMAS STATION 891490 (PAL) PALO DURO 891797 (BRW) BARBWIRE 891820 (CTL) CATTLE GUARD 291666 (FRS) FLORIS 800094 (BKP) BAKER 800089 (BIG) BIG BLUE 891489 (TUM) TUMBLEWEED 891044 (FOR) FORGAN	
(1)	(1)(2)(3)	Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above in this Exhibit B.		

Notes:

- (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 GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$6.3875 per Dth per Month for the period June 1, 2026 through March 31, 2027 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

(1b) As provided in GT&C Section 4.17 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.4268 per Dth per Month for the period April 1, 2027 through March 31, 2028 which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.

(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) **Surcharges, if applicable:**

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge 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 electronic bulletin board 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.