



December 14, 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;  
Cheyenne Plains Gas Pipeline Company, L.L.C.;  
Docket No. RP22-

Commissioners:

Cheyenne Plains Gas Pipeline Company, L.L.C. ("CPG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A.

Proposed with an effective date of December 14, 2021, these tariff records update CPG's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") executed by CPG with Mieco LLC ("Mieco"). Additionally, CPG is including tariff records that reflect the removal of references to expired negotiated rate TSAs. CPG respectfully requests a waiver of the 30-day notice requirement to effectuate the December 14, 2021 effective date, as discussed below.

### **Reason for Filing**

Section 4.12 of the General Terms and Conditions ("GT&C") of the Tariff allows CPG and a shipper to agree to a service rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. Recently, CPG and Mieco entered into negotiations for Rate Schedule FT service. Those negotiations resulted in the execution of a TSA with a term beginning December 14, 2021 and continuing through March 31, 2022 ("Mieco TSA"). The Mieco TSA specifies a maximum delivery quantity ("MDQ") of 100,000 dekatherms ("Dth") per day.

The Mieco TSA includes multiple rate components, which will apply depending on the relevant circumstances, for its formulaic negotiated reservation rate. Among the rate components is a monthly negotiated reservation rate of \$0.9125 per Dth, which will apply regardless of quantities transported. In addition to the monthly negotiated reservation rate, a rate of \$0.0700 per Dth per

day will apply for all quantities actually transported. The remaining two reservation rate components are based on separate index-based formulas for forward haul transactions and backhaul transactions.<sup>1</sup> As such, the inclusion of one of these components is determined by the nature of the transaction.<sup>2</sup> Further, the use of certain secondary point combinations will be subject to the same formulaic negotiated reservation rate.

In accordance with the Commission's policy on the filing of negotiated rate agreements,<sup>3</sup> CPG is submitting a tariff record to reflect the applicable negotiated rates and certain contractual terms for Agreement No. 218941-FTCPG. This policy requires pipelines, when implementing negotiated rate TSAs to file either the TSA or a Statement of Rates tariff record identifying the transaction.<sup>4</sup>

### **Description of Filing**

CPG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2021) and Subpart C of Part 154 of the Commission's regulations.<sup>5</sup>

CPG is proposing to include an index page to list contracts currently subject to negotiated rates in Part II, Section 2. Consequently, CPG is proposing to identify the new Miecoco TSA on the list.

Part II, Section 2.1 reflects the negotiated rate and terms applicable to the Miecoco TSA. Specifically, the proposed tariff record includes the legal name of the shipper, the negotiated rate(s), the receipt and delivery points, the transportation contract demand, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, CPG has included a statement on the proposed tariff record to note that the underlying agreement conforms in all material respects with CPG's Rate Schedule FT pro forma service agreement.

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<sup>1</sup> See Notes (1c) and (1d) on the attached tariff record representing the Miecoco TSA, Part II, Section 2.1.

<sup>2</sup> The Commission has previously accepted similar formulaic, negotiated revenue-sharing mechanisms. See, e.g., *Natural Gas Pipeline Co. of America, LLC*, Docket No. RP12-967-000 (Sep. 18, 2012) (unpublished letter order) (accepting a revenue sharing mechanism under which all positive daily amounts associated with the applicable index gas price, less the negotiated monthly base reservation rate times the MDQ, are shared between the pipeline and shipper on a 75%/25% basis, respectively). See also, *Columbia Gulf Transmission Company, LLC*, Docket No. RP13-170-000 (Nov. 13, 2012) (unpublished letter order); *ANR Pipeline Co.*, 107 FERC ¶ 61,013, at P 13 (2004).

<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 *id.*

<sup>5</sup> 18 C.F.R. §§ 154.201 – 154.210 (2021) (Subpart C).

As a housekeeping matter, Part II, Sections 2.2 through 2.6 reflect the removal of information pertinent to several negotiated rate TSAs that have expired.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>6</sup> CPG is submitting an eTariff XML filing package, which includes the following:

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

CPG respectfully requests the Commission accept the tendered tariff records for filing and permit them to be effective December 14, 2021, coincident with the effective date of the Mico TSA. As such, CPG requests the Commission grant a waiver of the notice requirements as permitted by 18 C.F.R. § 154.207 (2021) of the Commission's regulations.<sup>7</sup> With respect to any tariff provisions the Commission allows to go into effect without change, CPG hereby moves to place the tendered tariff provisions 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  
Cheyenne Plains Gas Pipeline  
Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 667-7517  
CPGRegulatoryAffairs@kindermorgan.com

Mr. Tony Sala  
Managing Counsel  
Cheyenne Plains Gas Pipeline  
Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (713) 420-6431  
Tony\_Sala@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

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<sup>6</sup> 18 C.F.R. §§ 154.101 – 154.603 (2021).

<sup>7</sup> See, e.g., *Gulfstream Natural Gas System, L.L.C.*, 105 FERC ¶ 61,164, at P 11 (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 CPG'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 14<sup>th</sup> day of December 2021.

/s/

Francisco Tarin

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

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.  
Negotiated Rate Agreement Filing

First Revised Volume No. 1

Part II: Statement of Rates

Section 2.0	Statement of Negotiated Rates (index)	Version 0.0.0
Section 2.1	Mieco LLC #218941-FTCPG	Version 1.0.0
Section 2.2	Reserved	Version 2.0.0
Section 2.3	Reserved	Version 6.0.0
Section 2.4	Reserved	Version 2.0.0
Section 2.5	Reserved	Version 2.0.0
Section 2.6	Reserved	Version 1.0.0

## **Clean Tariff Sections**

**Statement of Negotiated Rates**

Section 2.1 Mieco LLC #218941-FTCPG



STATEMENT OF NEGOTIATED RATES  
 (Rates per dth/d)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate (1)(4)	Commodity Rate (4)	Primary Receipt Point(s)	Primary Delivery Point(s)
Mico LLC #218941-FTCPG	12/14/21 – 3/31/22	100,000	(1a) (1b)	(1)	800716 Thunder Chief	800884 Mullinville
			(1c) (1d)			
			(1a) (1b)	(1)	Secondary Receipt Point(s)	Secondary Delivery Point(s)
			(1c) (1d)			
					800716 Thunder Chief	800859 Greensburg
					800614 Red Cloud	800848 Crazy Bear
					800184 Curley	800893 S. Rattlesnake
					800848 Crazy Bear	892156 Sand Dune
					800859 Greensburg	892158 Ford
					800884 Mullinville	800884 Mullinville
					892158 Ford	800892 Scott
					800893 South Rattlesnake	800716 Thunder Chief
					892156 Sand Dune	800614 Red Cloud
					800892 Scott	800184 Curley
			(1)	(1)	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.	

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 FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.9125 per Dth per Month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0700 per Dth per Day for all quantities transported and shall be in addition to the charges described in Note 1(a) above.

- (1c) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) calculated each Day of the Month for all forward haul transactions using: (i) the highest of the NGI index prices between GDA ANR-SW, GDA NGPL-Midcon, and GDA PEPL, minus (ii) the NGI index price for GDA Cheyenne, minus (iii) the negotiated rate stated in Note (1a), minus (iv) the negotiated rate in Note (1b), minus (v) the applicable Fuel Gas Percentage (converted to a monetized rate), minus (vi) the applicable L&U Percentage (converted to a monetized rate), minus (vii) the applicable EPC, minus (viii) the ACA Surcharge, minus (ix) the Commodity Rate ("Forward Haul Spread"). In the event this Forward Haul Spread results in a positive amount greater than or equal to the sum of (iii), (iv), (v), (vi), (vii), (viii), and (ix), then such Forward Haul Spread will be multiplied by 80% and Shipper's monthly billable revenue will be adjusted by the resulting product. If the Forward Haul Spread results in a negative amount, then no adjustment shall be made to Shipper's invoice.
- (1d) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) calculated each Day of the Month for all backhaul transactions using: (i) the NGI index price for GDA Cheyenne, minus (ii) the lowest NGI index price between GDA ANR-SW, GDA NGPL-Midcon, and GDA PEPL, minus (iii) the negotiated rate stated in Note (1a), minus (iv) the negotiated rate in Note (1b), minus (v) the applicable Fuel Gas Percentage (converted to a monetized rate), minus (vi) the applicable L&U Percentage (converted to a monetized rate), minus (vii) the applicable EPC, minus (viii) the ACA Surcharge, minus (ix) the Commodity Rate ("Backhaul Spread"). In the event that the Backhaul Spread results in a positive amount greater than or equal to the sum of (iii), (iv), (v), (vi), (vii), (viii), and (ix) then such Backhaul Spread will be multiplied by 80% and Shipper's monthly billable revenue will be adjusted by the resulting product. If the Backhaul Spread results in a negative amount, then no adjustment shall be made to Shipper's invoice.
- (2) Fuel Reimbursement 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

- (4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.
- (5) EPC 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.
- (6) This contract does not deviate in any material aspect from the form of service agreement.

Reserved

Reserved

Reserved

Reserved

Reserved

## **Marked Tariff Sections**



**Statement of Negotiated Rates**

**Section 2.1 Mieco LLC #218941-FTCPG**

STATEMENT OF NEGOTIATED RATES  
 (Rates per dth/d)

<u>Rate Schedule FT</u> <u>Shipper Identification</u>	<u>Term of</u> <u>Service</u>	<u>MDQ</u> <u>(Dth/d)</u>	<u>Reservation</u> <u>Rate (1)(4)</u>	<u>Commodity</u> <u>Rate (4)</u>	<u>Primary Receipt</u> <u>Point(s)</u>	<u>Primary Delivery</u> <u>Point(s)</u>
Mico LLC #218941-FTCPG	12/14/21 – 3/31/22	100,000	(1a) (1b) (1c) (1d)	(1)	800716 Thunder Chief	800884 Mullinville
			(1a) (1b) (1c) (1d)	(1)	<u>Secondary Receipt</u> <u>Point(s)</u>	<u>Secondary Delivery</u> <u>Point(s)</u>
					<u>800716 Thunder Chief</u>	<u>800859 Greensburg</u>
					<u>800614 Red Cloud</u>	<u>800848 Crazy Bear</u>
					<u>800184 Curley</u>	<u>800893 S. Rattlesnake</u>
					<u>800848 Crazy Bear</u>	<u>892156 Sand Dune</u>
					<u>800859 Greensburg</u>	<u>892158 Ford</u>
					<u>800884 Mullinville</u>	<u>800884 Mullinville</u>
					<u>892158 Ford</u>	<u>800892 Scott</u>
					<u>800893 South Rattlesnake</u>	<u>800716 Thunder Chief</u>
					<u>892156 Sand Dune</u>	<u>800614 Red Cloud</u>
					<u>800892 Scott</u>	<u>800184 Curley</u>
			(1)	(1)	<u>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.</u>	

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 FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.9125 per Dth per Month, which shall be payable regardless of quantities transported.
- (1b) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of \$0.0700 per Dth per Day for all quantities transported and shall be in addition to the charges described in Note 1(a) above.

(1c) As provided in Section 4.12 of the GT&C of Transporter’s Tariff, the parties agree to the following negotiated rate(s) calculated each Day of the Month for all forward haul transactions using: (i) the highest of the NGI index prices between GDA ANR-SW, GDA NGPL-Midcon, and GDA PEPL, minus (ii) the NGI index price for GDA Cheyenne, minus (iii) the negotiated rate stated in Note (1a), minus (iv) the negotiated rate in Note (1b), minus (v) the applicable Fuel Gas Percentage (converted to a monetized rate), minus (vi) the applicable L&U Percentage (converted to a monetized rate), minus (vii) the applicable EPC, minus (viii) the ACA Surcharge, minus (ix) the Commodity Rate (“Forward Haul Spread”). In the event this Forward Haul Spread results in a positive amount greater than or equal to the sum of (iii), (iv), (v), (vi), (vii), (viii), and (ix), then such Forward Haul Spread will be multiplied by 80% and Shipper’s monthly billable revenue will be adjusted by the resulting product. If the Forward Haul Spread results in a negative amount, then no adjustment shall be made to Shipper’s invoice.

(1d) As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) calculated each Day of the Month for all backhaul transactions using: (i) the NGI index price for GDA Cheyenne, minus (ii) the lowest NGI index price between GDA ANR-SW, GDA NGPL-Midcon, and GDA PEPL, minus (iii) the negotiated rate stated in Note (1a), minus (iv) the negotiated rate in Note (1b), minus (v) the applicable Fuel Gas Percentage (converted to a monetized rate), minus (vi) the applicable L&U Percentage (converted to a monetized rate), minus (vii) the applicable EPC, minus (viii) the ACA Surcharge, minus (ix) the Commodity Rate (“Backhaul Spread”). In the event that the Backhaul Spread results in a positive amount greater than or equal to the sum of (iii), (iv), (v), (vi), (vii), (viii), and (ix) then such Backhaul Spread will be multiplied by 80% and Shipper’s monthly billable revenue will be adjusted by the resulting product. If the Backhaul Spread results in a negative amount, then no adjustment shall be made to Shipper’s invoice.

(2) Fuel Reimbursement 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: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.

(4) Quantities scheduled by Transporter from/to primary and/or secondary, and/or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Off-System Capacity charges as described on Transporter's EBB and/or pursuant to Section 4.6 of the General Terms and Conditions of the Tariff.

(5) EPC 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.

(6) This contract does not deviate in any material aspect from the form of service agreement.

<u>R/S FT Shipper</u>	<u>Reservation</u>	<u>Usage</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>
<u>Identification</u>	<u>Term of Contract</u>	<u>Mcf/d</u>	<u>Charge(s)</u>	<u>Charges</u>
			<u>Point(s) 5/</u>	<u>Point(s) 5/</u>
<u>Mountain</u>	<u>1/</u>	<u>2/</u>	<u>3/4/</u>	<u>3/4/</u>
<u>Petroleum Company</u>			<u>Adler Creek</u>	<u>South Rattlesnake</u>

~~21020000B~~ ~~Creek~~

~~1/ Ten (10) year term from the first day of the month following the In Service Date.~~

~~2/ Year 1 2 3 4 5 6 7 8 9 10~~

~~Dth/d 3,300 2,900 2,600 2,400 2,200 2,000 1,800 1,700 1,600 1,400~~

~~3/ Commencing the first day the supply lateral project facilities are placed in service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.~~

~~4/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~

~~5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.~~

~~STATEMENT OF NEGOTIATED RATES~~  
 (Rates per dth/d)

<del>R/S FT Shipper</del>	<del>Term of Contract</del>		<del>Dth/d</del>	<del>Reservation</del>	<del>Usage</del>	<del>Primary Receipt</del>	<del>Primary Delivery</del>
<del>Identification</del>	<del>Term of Contract</del>		<del>Dth/d</del>	<del>Charge(s)</del>	<del>Charges</del>	<del>Point(s) 2/</del>	<del>Point(s) 2/</del>
<del>Caerus WashCo LLC</del> <del>21021003</del>	<del>1/1/14</del>	<del>12/31/16</del>	<del>5,000</del>	<del>1/</del>	<del>1/</del>	<del>Adler Creek</del>	<del>South</del> <del>Rattlesnake</del> <del>Creek</del>

~~1/ Shipper shall pay a negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge.~~

~~2/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.~~Reserved

<del>R/S FT Shipper</del>	<del>Effective Dates</del>		<del>Reservation</del>	<del>Commodity</del>	<del>Primary Receipt</del>	<del>Primary Delivery</del>
<del>Identification</del>	<del>Effective Dates</del>	<del>MDQ</del>	<del>Rate</del>	<del>Rate</del>	<del>Point(s) 3/</del>	<del>Point(s) 3/</del>
<del>Miccio, Inc.</del>	<del>04/17/15</del>	<del>11/30/16</del>	<del>50,000</del>	<del>1/</del>	<del>2/</del>	<del>Thunder Chief (TDC) Ford (FMS)</del>
					<del>Primary and</del>	<del>Primary and</del>
					<del>Secondary Receipt</del>	<del>Secondary Delivery</del>
					<del>Points</del>	<del>Points</del>
					<del>Curley (CUR)</del>	<del>Cossell Lake (CSL)</del>
					<del>Crazy Bear (CZB)</del>	<del>Greensburg (GBG)</del>
					<del>Red Cloud (RCD)</del>	<del>Mullinville (MVL)</del>
					<del>Kansas Headstation</del>	<del>Sand Dune (SDM)</del>
					<del>Pool (KHP)</del>	<del>Scott (SCT)</del>
					<del>Kansas Park and Lend</del>	<del>South Rattlesnake</del>
					<del>(KPL)</del>	<del>Creek (SRC)</del>
					<del>Cheyenne Area Park</del>	<del>Ford (FMS)</del>
					<del>and Lend (QPL)</del>	<del>Kansas Headstation</del>
					<del>Washeo (WSH)</del>	<del>Pool (KHP)</del>
					<del>Thunder Chief (TDC)</del>	<del>Kansas Park and</del>
						<del>Lend (KPL)</del>
						<del>Cheyenne Area</del>
						<del>Park and Lend</del>
						<del>(QPL)</del>

~~1/ The reservation rate paid by Shipper shall be comprised of two components. The first component shall be a monthly reservation charge equal to \$0.9125 times the Shipper's MDQ. The second component, which shall be in addition to the first component as described above, shall be equal to the total of the following calculation for each day of the month on which gas flows: (i) the positive difference between the daily prices reported on the Intercontinental Exchange ("ICE") Day Ahead Index Price for NAESB Business Days for NGPL Midcont Pool and for Cheyenne, minus (ii) the total of the Commodity Rate, the~~

~~ACA charge, the value of the Fuel and L&U percentage (calculated using the ICE price for Cheyenne as described above), and all applicable surcharges, and (iii) if the result of the foregoing calculation is a positive number, that positive number is then multiplied by the quantity of Gas actually transported on that day. Then, if the sum of these daily calculations minus \$45,625 results in a positive number, that positive number shall be multiplied by 30%. If the sum of these daily calculations minus \$45,625 results in a negative number, the negative number will not be included in the determination of the reservation charge.~~

~~2/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT; as such rates may be changed from time to time.~~

~~3/ Shipper may amend primary receipt and delivery points under this agreement pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff record.~~Reserved

~~STATEMENT OF NEGOTIATED RATES~~  
 (Rates per dth/d)

<del>R/S FT Shipper</del>	<del>Reservation</del>		<del>Usage</del>		<del>Primary Receipt</del>	<del>Primary Delivery</del>
<del>Identification</del>	<del>Term of Contract</del>	<del>Mcf/d</del>	<del>Charge(s)</del>	<del>Charges</del>	<del>Point(s) 2/</del>	<del>Point(s) 2/</del>
<del>Rosewood Resources, Inc. 21017000-FTCPG</del>	<del>12/31/06 - 12/31/16</del>	<del>6,000</del>	<del>1/</del>	<del>1/</del>	<del>Arikaree</del>	<del>South Rattlesnake Creek</del>
<del>Rosewood Resources, Inc. 21017000-FTCPG</del>	<del>1/1/17 - 12/31/17</del>	<del>4,000</del>	<del>1/</del>	<del>1/</del>	<del>Arikaree</del>	<del>South Rattlesnake Creek</del>

~~1/ Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations~~

~~2/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff~~

~~record.~~Reserved





~~STATEMENT OF NEGOTIATED RATES  
 (Rates per dth/d)~~

<del>R/S FT Shipper Identification</del>	<del>Term of Contract</del>	<del>Mcf/d</del>	<del>Reservation Charge(s)</del>	<del>Usage Charges</del>	<del>Primary Receipt Point(s) 5/</del>	<del>Primary Delivery Point(s) 5/</del>
<del>Foundation Energy Management, L.L.C. 21019002</del>	<del>1/</del>	<del>2/</del>	<del>3/4/</del>	<del>3/4/</del>	<del>Adler Creek Windmill</del>	<del>South Rattlesnake Creek Greensburg</del>

~~1/ Ten (10) year term from the first day of the month following the In-Service Date.~~

<del>2/ Year</del>	<del>1</del>	<del>2</del>	<del>3</del>	<del>4</del>	<del>5</del>	<del>6</del>	<del>7</del>	<del>8</del>	<del>9</del>	<del>10</del>
<del>Dth/d</del>	<del>21,000</del>	<del>18,000</del>	<del>15,500</del>	<del>14,000</del>	<del>12,000</del>	<del>11,000</del>	<del>10,000</del>	<del>9,000</del>	<del>8,500</del>	<del>8,000</del>

~~3/ Commencing the first day the supply lateral project facilities are placed in service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.~~

~~4/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.~~

~~5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet. Reserved~~

<del>R/S FT Shipper Identification</del>	<del>Effective Dates</del>	<del>MDQ</del>	<del>Reservation Rate</del>	<del>Commodity Rate</del>	<del>Primary Receipt Point(s) 3/</del>	<del>Primary Delivery Point(s) 3/</del>
<del>Miccio, Inc.</del>	<del>04/17/15 04/30/16</del>	<del>50,000</del>	<del>1/</del>	<del>2/</del>	<del>Thunder Chief (TDC)</del>	<del>Ford (FMS)</del>
					<del>Primary and Secondary Receipt Points</del>	<del>Primary and Secondary Delivery Points</del>
					<del>Curley (CUR)</del>	<del>Cossell Lake (CSL)</del>
					<del>Crazy Bear (CZB)</del>	<del>Greensburg (GBG)</del>
					<del>Red Cloud (RCD)</del>	<del>Mullinville (MVL)</del>
					<del>Kansas Headstation</del>	<del>Sand Dune (SDM)</del>
					<del>Pool (KHP)</del>	<del>Scott (SCT)</del>
					<del>Kansas Park and Lend (KPL)</del>	<del>South Rattlesnake Creek (SRC)</del>
					<del>Cheyenne Area Park and Lend (QPL)</del>	<del>Ford (FMS)</del>
					<del>Washeo (WSH)</del>	<del>Kansas Headstation</del>
					<del>Thunder Chief (TDC)</del>	<del>Pool (KHP)</del>
						<del>Kansas Park and Lend (KPL)</del>
						<del>Cheyenne Area Park and Lend (QPL)</del>

~~1/ The reservation rate paid by Shipper shall be comprised of two components. The first component shall be a monthly reservation charge equal to \$0.9125 times the Shipper's MDQ. The second component, which shall be in addition to the first component as described above, shall be equal to the total of the following calculation for each day of the month on which gas flows: (i) the positive difference between the daily prices reported on the Intercontinental Exchange ("ICE") Day Ahead Index Price for NAESB Business Days for NGPL Midcont Pool and for Cheyenne, minus (ii) the total of the Commodity Rate, the~~

~~ACA charge, the value of the Fuel and L&U percentage (calculated using the ICE price for Cheyenne as described above), and all applicable surcharges, and (iii) if the result of the foregoing calculation is a positive number, that positive number is then multiplied by the quantity of Gas actually transported on that day. Then, if the sum of these daily calculations minus \$45,625 results in a positive number, that positive number shall be multiplied by 30%. If the sum of these daily calculations minus \$45,625 results in a negative number, the negative number will not be included in the determination of the reservation charge.~~

~~2/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT; as such rates may be changed from time to time.~~

~~3/ Shipper may amend primary receipt and delivery points under this agreement pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff record.~~Reserved