



August 10, 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 Filing;
Cheyenne Plains Gas Pipeline Company, L.L.C.;
Docket No. RP26-

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 record listed below for inclusion in Part II of its FERC Gas Tariff, First Revised Volume No. 1 ("Tariff"):

Section 2.3 Mercuria Energy America, LLC #221452-FTCPG Version 7.0.0

Proposed with an effective date of August 11, 2026, this tariff record updates CPG's Tariff to reflect a negotiated rate transportation service agreement ("TSA") executed with Mercuria Energy America, LLC ("Mercuria"). CPG respectfully requests a waiver of the 30-day notice requirement to permit the tariff record to become effective on the proposed date of August 11, 2026, as discussed later.

Background

Currently, Agreement No. 221452-FTCPG between CPG and Mercuria ("Current Agreement") is subject to a discounted tariff rate and reflects a term that expires on October 31, 2026. This agreement provides capacity with a maximum delivery quantity ("MDQ") of 22,250 dekatherms ("Dth") per day. In June, CPG and Mercuria entered into negotiations regarding the agreement and those negotiations resulted in the execution of an amended TSA ("Amendment"). The Amendment reflects a negotiated rate, an MDQ of 22,250 Dth per day and a term extension, beginning on November 1, 2026 and continuing through October 31, 2028.

Very recently, CPG and Mercuria entered into discussions regarding modifications to the Amendment. As a result, the parties executed an agreement to commence on August 11, 2026 ("August TSA"), prior to the effective date of the

Amendment. The August TSA reflects an MDQ of 22,250 Dth per day and a term of August 11, 2026 through October 31, 2028.¹

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 rate that varies as to the form of the rate and/or from the minimum-to-maximum range provided on the Statement of Rates. With the August TSA, the applicable rate changes from a discounted rate in the Current Agreement to fixed negotiated rates. Specifically, a monthly negotiated reservation rate of \$5.7792 per Dth will apply for the period August 11, 2026 through October 31, 2026, and a monthly negotiated reservation rate of \$7.9083 per Dth will apply for the remainder of the term, November 1, 2026 through October 31, 2028. Additionally, the secondary receipt and delivery points specified in the August TSA are subject to the underlying negotiated reservation rate for the relevant time period.

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.² In accordance with this policy, CPG is submitting tariff records to reflect the negotiated rates and certain contractual terms.

Description of Filing

CPG 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.³

Part II, Section 2.3 reflects the fixed negotiated reservation rates and terms applicable to the August TSA. 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, 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 form of service agreement.

¹ The August TSA supersedes and cancels the original Agreement No. 221452-FTCPG as well as the Amendment in their entirety. Given the effective date of the Amendment (i.e., November 1, 2026) and the Commission’s notice requirements for tariff filings, a tariff record reflecting the Amendment was not submitted to the Commission for review and acceptance prior to the submission of this instant filing.

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 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,⁴ CPG 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.

CPG respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective August 11, 2026, contemporaneous with the effective date of the August TSA. As such, CPG requests the Commission waive the notice requirements as permitted by 18 C.F.R. § 154.207 (2025) of the Commission's regulations.⁵ With respect to any tariff record the Commission allows to go into effect without change, CPG 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
Cheyenne Plains Gas Pipeline
Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944-1087
Telephone: (719) 520-4657
CPGRegulatoryAffairs@kindermorgan.com

Mr. David R. Cain
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Colorado Springs, CO 80944-1087
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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 (2025)).

⁴ 18 C.F.R. §§ 154.1 – 154.603 (2025).

⁵ 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,

CHEYENNE PLAINS GAS PIPELINE
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 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 Regulations.

Dated at Colorado Springs, Colorado as of this 10th day of August 2026.

/s/

Shelly L. Busby

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

Statement of Negotiated Rates
(Rates per Dth/day)

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)
Mercuria Energy America, LLC #221452-FTCPG (6)	8/11/26 – 10/31/26	22,250	(1a)	(1)(2)(3)(5)	800716 THUNDER CHIEF	800884 MULLINVILLE
	11/1/26 – 10/31/28	22,250	(1b)	(1)(2)(3)(5)	800716 THUNDER CHIEF	800884 MULLINVILLE
					Primary and Secondary Receipt Point(s)	Primary and Secondary Delivery Point(s)
	8/11/26 – 10/31/26		(1a)	(1)(2)(3)(5)	800716 THUNDER CHIEF 800184 CURLEY 800614 RED CLOUD 800848 CRAZY BEAR 800859 GREENSBURG 800884 MULLINVILLE 892158 FORD 800892 SCOTT 800893 S RATTLESNAKE 892156 SAND DUNE 50671 MAKENA REC 48084 JACKSON LAKE	800848 CRAZY BEAR 800892 SCOTT 892158 FORD 892156 SAND DUNE 800859 GREENSBURG 800884 MULLINVILLE 800893 S RATTLESNAKE 800716 THUNDER CHIEF 800184 CURLEY 800614 RED CLOUD 50672 MAKENA BUYB
	11/1/26 – 10/31/28		(1b)	(1)(2)(3)(5)	800716 THUNDER CHIEF 800184 CURLEY 800614 RED CLOUD 800848 CRAZY BEAR 800859 GREENSBURG 800884 MULLINVILLE 892158 FORD 800892 SCOTT 800893 S RATTLESNAKE 892156 SAND DUNE 50671 MAKENA REC 48084 JACKSON LAKE	800848 CRAZY BEAR 800892 SCOTT 892158 FORD 892156 SAND DUNE 800859 GREENSBURG 800884 MULLINVILLE 800893 S RATTLESNAKE 800716 THUNDER CHIEF 800184 CURLEY 800614 RED CLOUD 50672 MAKENA BUYB
	8/11/26 – 10/31/28		(1)	(1)(2)(3)(5)	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.

- (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) \$5.7792 per Dth per Month 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 Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.9083 per Dth per Month 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 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~~
Statement of Negotiated Rates
 (Rates per Dth/day)

Rate Schedule FT	Term of	MDQ	Reservation	Commodity	Primary Receipt	Primary Delivery
Shipper Identification	Service	(Dth/d)	Rate (1)(4)	Rate (4)	Point(s)	Point(s)
Mercuria Energy America, LLC	8/11/26 – 10/31/26	22,250	(1a)	(1)(2)(3)(5)	800716 THUNDER CHIEF	800884 MULLINVILLE
#221452-FTCPG (6)	11/1/26 – 10/31/28	22,250	(1b)	(1)(2)(3)(5)	800716 THUNDER CHIEF	800884 MULLINVILLE
					Primary and Secondary Receipt Point(s)	Primary and Secondary Delivery Point(s)
	8/11/26 – 10/31/26		(1a)	(1)(2)(3)(5)	800716 THUNDER CHIEF	800848 CRAZY BEAR
					800184 CURLEY	800892 SCOTT
					800614 RED CLOUD	892158 FORD
					800848 CRAZY BEAR	892156 SAND DUNE
					800859 GREENSBURG	800859 GREENSBURG
					800884 MULLINVILLE	800884 MULLINVILLE
					892158 FORD	800893 S RATTLESNAKE
					800892 SCOTT	800716 THUNDER CHIEF
					800893 S RATTLESNAKE	800184 CURLEY
					892156 SAND DUNE	800614 RED CLOUD
					50671 MAKENA REC	50672 MAKENA BUYB
					48084 JACKSON LAKE	
	11/1/26 – 10/31/28		(1b)	(1)(2)(3)(5)	800716 THUNDER CHIEF	800848 CRAZY BEAR
					800184 CURLEY	800892 SCOTT
					800614 RED CLOUD	892158 FORD
					800848 CRAZY BEAR	892156 SAND DUNE
					800859 GREENSBURG	800859 GREENSBURG
					800884 MULLINVILLE	800884 MULLINVILLE
					892158 FORD	800893 S RATTLESNAKE
					800892 SCOTT	800716 THUNDER CHIEF
					800893 S RATTLESNAKE	800184 CURLEY
					892156 SAND DUNE	800614 RED CLOUD
					50671 MAKENA REC	50672 MAKENA BUYB
					48084 JACKSON LAKE	

8/11/26 – 10/31/28	(1)	(1)(2)(3)(5)	<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 in this Exhibit B.</u>
(1)			<u>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.</u>
(1a)			<u>As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$5.7792 per Dth per Month 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.</u>
(1b)			<u>As provided in Section 4.12 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$7.9083 per Dth per Month 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.</u>
(2)			<u>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.</u>
(3)			<u>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.</u>
<u>ACA:</u> <u>The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions of the Tariff.</u>			
(4)			<u>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.</u>
(5)			<u>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.</u>
(6)			<u>This contract does not deviate in any material aspect from the form of service agreement.</u>