



May 28, 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 records listed below for inclusion in Part II of its FERC Gas Tariff, First Revised Volume No. 1 ("Tariff"):

|             |  |               |
|-------------|--|---------------|
| Section 2.0 | Statement of Negotiated Rates            | Version 2.0.0 |
| Section 2.1 | United Energy Trading, LLC #222240-FTCPG | Version 3.0.0 |

Proposed with an effective date of June 1, 2026, these tariff records update CPG's Tariff to reflect a new negotiated rate transportation service agreement ("TSA") executed with United Energy Trading, LLC ("UET"). CPG respectfully requests a waiver of the 30-day notice requirement to permit the tariff records to become effective on the proposed date of June 1, 2026, consistent with the effective date of the new UET TSA.

### **Background**

Currently, Agreement Nos. 221449-FTCPG and 221831-FTCPG between CPG and UET are subject to discounted tariff rates and reflect terms that expire on October 31, 2026. Agreement Nos. 221449-FTCPG and 221831-FTCPG provide capacity with maximum delivery quantities ("MDQ") of 5,000 dekatherms ("Dth") per day and 7,500 Dth per day, respectively. Recently, CPG and UET entered into negotiations regarding the existing agreements and those negotiations resulted in the execution of a new TSA (i.e., Agreement No. 222240-FTCPG). With a term that begins on June 1, 2026 and continues through October 31, 2028, UET's new TSA includes all of the capacity from its existing TSAs (i.e., 12,500 Dth per day).

## **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. The new UET TSA under Rate Schedule FT reflects a fixed monthly negotiated reservation rate of \$7.6042 per dekatherm (“Dth”). Additionally, the secondary receipt and delivery points specified in the TSA are subject to the underlying negotiated reservation rate.

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>1</sup> In accordance with this policy, CPG is submitting tariff records to reflect the negotiated rate and certain contractual terms.

## **Description of Filing**

CPG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of Part 154 of the Commission’s regulations.<sup>2</sup>

The index page for Negotiated Rate Agreements found on Part II, Section 2.0 is updated to list the UET TSA.

Part II, Section 2.1 reflects the fixed negotiated reservation rate and terms applicable to the UET 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.

## **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission’s regulations,<sup>3</sup> 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 records in PDF format.

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<sup>1</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>2</sup> 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

<sup>3</sup> 18 C.F.R. §§ 154.1 – 154.603 (2025).

CPG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on June 1, 2026 contemporaneous with the effective date of the UET 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.<sup>4</sup> 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

Ms. Jenny Smith  
Assistant General Counsel  
Cheyenne Plains Gas Pipeline  
Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4443  
Jenny\_Smith@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)).

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

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<sup>4</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 Regulations.

Dated at Colorado Springs, Colorado as of this 28<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**

Section 2.1 United Energy Trading, LLC #222240-FTCPG

Statement of Negotiated Rates  
 (Rates per Dth/day)

| <u>Rate Schedule FT</u>                         | <u>Term of</u>    | <u>MDQ</u>     | <u>Reservation</u> | <u>Commodity</u> | <u>Primary Receipt</u>                            | <u>Primary Delivery</u>                            |
|---|-------------------|----------------|--------------------|------------------|---|--|
| <u>Shipper Identification</u>                   | <u>Service</u>    | <u>(Dth/d)</u> | <u>Rate (1)(4)</u> | <u>Rate (4)</u>  | <u>Point(s)</u>                                   | <u>Point(s)</u>                                    |
| United Energy Trading, LLC<br>#222240-FTCPG (6) | 6/1/26 – 10/31/28 | 12,500         | (1a)               | (1)(2)(3)(5)     | 800716 THUNDER CHIEF                              | 892156 SAND DUNE                                   |
|   |                   |                | (1a)               | (1)(2)(3)(5)     | <u>Primary and Secondary<br/>Receipt Point(s)</u> | <u>Primary and Secondary<br/>Delivery Point(s)</u> |
|   |                   |                |                    |                  | 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                                   |

(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) \$7.6042 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

**Clean Tariff Section(s)**

**Statement of Negotiated Rates**

Section 2.1 United Energy Trading, LLC #222240-FTCPG

Statement of Negotiated Rates  
 (Rates per Dth/day)

| Rate Schedule FT<br>Shipper Identification      | Term of<br>Service | MDQ<br>(Dth/d) | Reservation<br>Rate (1)(4) | Commodity<br>Rate (4) | Primary Receipt<br>Point(s)   | Primary Delivery<br>Point(s)               |
|---|--------------------|----------------|----------------------------|-----------------------|---|--|
| United Energy Trading, LLC<br>#222240-FTCPG (6) | 6/1/26 – 10/31/28  | 12,500         | (1a)                       | (1)(2)(3)(5)          | 800716 THUNDER CHIEF  | 892156 SAND DUNE                           |
|   |                    |                | (1a)                       | (1)(2)(3)(5)          | Primary and Secondary<br>Receipt Point(s)   | Primary and Secondary<br>Delivery Point(s) |
|   |                    |                |                            |                       | 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                           |
|   |                    |                | (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) \$7.6042 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.

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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.