



September 22, 2023

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Agreement Housekeeping Filing;
Colorado Interstate Gas Company, L.L.C.;
Docket No. RP23-_____

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in Appendix A for inclusion in CIG's FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff").

Proposed with an effective date of November 1, 2023, these tariff records reflect the removal of an existing non-conforming transportation service agreement ("TSA") executed between CIG and DCP Midstream Marketing, LLC ("DCP").

Reason for Filing

Currently, CIG and DCP are parties to Agreement No. 33674000-TFHPCIG, which was previously filed and accepted by the Commission as a non-conforming TSA.¹ This TSA reflects certain non-conforming provisions that apply through the term of the agreement (i.e., until October 31, 2023).

In 2022, CIG and DCP entered into negotiations regarding an amendment to Agreement No. 33674000-TFHPCIG. Among other things, these negotiations resulted in an extension of the firm capacity held by DCP's TSA and the removal of the non-conforming provisions ("Amendment"). The Amendment reflects a begin date of November 1, 2023 and an expiration date of October 31, 2028. Consequently, CIG is proposing to update its Tariff for the removal of the DCP TSA, given that the Amendment conforms to the form of service agreement for Rate Schedule FT-HP found in CIG's Tariff.

¹ *Colorado Interstate Gas Co.*, Docket No. RP13-1389-000 (Oct. 23, 2013) (unpublished letter order).

Description of Filing

CIG is submitting the following tariff records pursuant to 18 C.F.R. § 154.112(b) (2022) and Subpart C of Part 154 of the Commission's regulations.²

Part I, Section 1 – Table of Contents reflects the removal of the DCP TSA from the list of non-conforming agreements.

Part VII, Sections 9.0 through 9.2 show the removal of the DCP TSA. Similar to the Table of Contents, a reference to the DCP TSA has been removed from the index page for Part VII.

Procedural Matters

In accordance with the applicable provisions of Part 154 of the Commission's regulations,³ CIG is submitting an eTariff XML filing package, which includes the following:

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

CIG respectfully requests the Commission to accept the tendered tariff records for filing and permit them to become effective on November 1, 2023, which is not less than thirty days nor more than sixty days following the date of this filing. 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 the Commission.

Correspondence and communications concerning this filing should be directed to:

Mr. Ryan Leahy
Director, Regulatory
Colorado Interstate Gas Company, L.L.C.
Post Office Box 2563
Birmingham, AL 35202-2563
Telephone: (205) 325-7105
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 (2022)).

² 18 C.F.R. §§ 154.201 – 154.210 (2022) (Subpart C).

³ 18 C.F.R. §§ 154.1 – 154.603 (2022).

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

Respectfully submitted,

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

By: _____/s/
Ryan Leahy
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 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 Birmingham, Alabama as of this 22nd day of September 2023.

/s/

Ryan Leahy

Post Office Box 2563
Birmingham, AL 35202
(205) 325-7105

COLORADO INTERSTATE GAS COMPANY, L.L.C.
Agreement Housekeeping Filing

Second Revised Volume No. 1

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~~Firm Transportation Service Agreement
Rate Schedule TF-HP~~

~~between~~

~~Colorado Interstate Gas Company, L.L.C.~~

~~and~~

~~DCP Midstream Marketing, LLC
(Shipper)~~

~~Dated: March 1, 2013~~

Transportation Service Agreement

~~Rate Schedule TF-HP~~

~~Dated: March 1, 2013~~

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. ~~**Transporter:** COLORADO INTERSTATE GAS COMPANY, L.L.C.~~
2. ~~**Shipper:** DCP MIDSTREAM MARKETING, LLC~~
3. ~~**Applicable Tariff:** Transporter's FERC Gas Tariff, Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.~~
4. ~~**Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.~~
5. ~~**Transportation Service:** Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.~~

~~The parties recognize that Transporter must construct additional facilities in order to provide Transportation Service for Shipper under this Agreement including metering at the LaSalle (new) Point of Receipt capable of receiving 150,000 Dth/day and delivering 3,000 Dth/day for plant start up gas located near the SE/4 of Section 36, Township 5 North, Range 65 West, Weld County, CO. Additionally, a back pressure valve and metering to accommodate Shipper's firm MDQ into WIC at Flying Hawk must be constructed to provide firm Transportation Service.~~

~~(a) Transporter's obligations under this Agreement are subject to:~~

~~(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.~~

~~Upon the satisfaction of the conditions precedent described in subsections (a)(i) above, Transporter and Shipper shall execute a replacement Agreement with such conditions omitted, but with all other terms of this Agreement unchanged.~~
6. ~~**Points of Receipt and Delivery:** Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit A. Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.~~
7. ~~**Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.~~
8. ~~**Negotiated Rate:** Yes _____ No X~~

~~9. **Maximum Delivery Quantity (MDQ):**~~

MDQ (Dth/d)	Effective
25,000	The Effective Date shall be the later of the first day of the calendar month immediately following the In-Service Date of all of the new CIG High Plains facilities described in Section 5 of this Agreement or November 1, 2013.
28,000	Commencing April 1, 2014 and continuing 1 day prior to the One (1) Year anniversary of the Effective Date.
56,000	Commencing on the One (1) Year anniversary of the Effective Date and continuing for nine (9) Years thereafter; provided however, that at any time at least 30 days prior to the One (1) Year anniversary of the Effective Date, Shipper may elect on written notice to Transporter to either accelerate or defer all or any portion(s) of the increase in the MDQ from the currently effective MDQ to 56,000 Dth/day. For the purposes of this Agreement, "accelerate" shall mean to adjust the date(s) of all or any portion(s) of the increase in the MDQ to a date closer to, but not before, the Effective Date. For the further purposes of this Agreement, "defer" shall mean to elect a smaller increase in the MDQ to be effective on the One (1) Year anniversary of the Effective Date and continuing for Nine (9) Years thereafter. In the event Shipper defers all or any portion of the increase, Shipper shall have no further rights or obligations with regard to the amount of the capacity increase that was deferred.

~~10. **Term of High Plains Firm Transportation Service:**~~

~~**Beginning:** The Effective Date (identified in ¶9).~~

~~**Ending:** 10 years following the Effective Date.~~

~~Should the maximum applicable tariff rate for this service be reduced in the future resulting in Transporter receiving less total undiscounted dollar reservation revenue under this Agreement than would be received by Transporter for 10 years at 28,000 Dth/day of TF HP service at the maximum reservation rate on March 1, 2012, Transporter and Shipper shall enter into a substitute lawful arrangement (subject to the then applicable maximum and minimum tariff rates) extending the term of the Agreement so that the total undiscounted dollar reservation revenues shall be at least equal to the undiscounted dollar revenue that would have been received by Transporter for 10 years at 28,000 Dth/day of TF HP service at the maximum reservation rate on March 1, 2012.~~

~~11. **Notices, Statements, and Bills:**~~

~~**To Shipper:**~~

Invoices:

~~DCP Midstream Marketing LLC~~
~~5718 Westheimer, Suite 2000~~
~~Houston, TX 77057~~
~~Attn: Lisa Bonasin~~

All Notices:

DCP Midstream Marketing LLC
5718 Westheimer, Suite 2000
Houston, TX 77057
Attn: Lisa Bonasin

To Transporter:

See "Points of Contact" in the Tariff.

~~12. **Effect on prior Agreement:** When this Agreement becomes effective, it shall amend and restate the following agreement between the Parties: The Firm Transportation Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 33674000, dated May 30, 2012~~

~~13. **Application of Tariff Provision:** N/A.~~

~~14. **Incorporation by Reference:** This Agreement in all respects shall be subject to the provisions of the Tariff (as it may be amended by Section 13 of this Agreement).~~

~~15. **Creditworthiness:** Shipper shall maintain sufficient evidence of satisfaction of creditworthiness throughout the term of this Agreement, as follows:~~

~~(a) a demonstration that: (i) Shipper's senior unsecured debt securities are rated at least BBB by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's") or Shipper's long-term issuer rating is at least A by S&P or A3 by Moody's (in the event Shipper is rated differently by multiple agencies, the lowest rating shall be used); and (ii) Shipper is not under review for possible downgrade by S&P and/or Moody's; and (iii) a sum of 12 months of anticipated charges under this Agreement is less than 10% of Shipper's tangible net worth; or~~

~~(b) a demonstration that the sum of 60 months of anticipated charges is less than 10% of Shipper's tangible net worth, and a demonstration that the Shipper's credit and financial history and outlook are acceptable to Transporter. Such determination shall be based upon Transporter's evaluation of: (i) Shipper's financial statements and auditors notes, annual report to shareholders, and annual report to regulators; (ii) trend analysis of financial ratios; (iii) bank and trade references or other information obtained that is relevant to Shipper's current and future financial strength and its ability to pay its obligations in a timely manner; (iv) Shipper's payment history to Transporter for services provided to Shipper; (v) whether Shipper is subject to any proceedings under any laws pertaining to bankruptcy, insolvency, liquidation, or debt reduction procedures and (vi) whether Shipper is subject to any recently filed substantial litigation either against Shipper or affecting Shipper's business prospects.~~

~~(c) As an alternative Shipper may satisfy its creditworthiness obligation by providing and maintaining, at its option: (i) an irrevocable letter of credit acceptable to Transporter; or (ii) a deposit in advance; or (iii) an irrevocable, unconditional guarantee acceptable to Transporter~~

~~issued by another person or entity which satisfies the creditworthiness standards set forth in this section. Such letter of credit, deposit, or guarantee shall be equal to two (2) years of the maximum Rate Schedule TF HP reservation charge multiplied by the initial MDQ.~~

~~IN WITNESS WHEREOF~~, the Parties have executed this Agreement. ~~This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.~~

~~TRANSPORTER: _____ SHIPPER:~~

~~COLORADO INTERSTATE GAS COMPANY, L.L.C. DCP MIDSTREAM MARKETING, LLC~~

By: _____
Gregory W. Ruben
Vice President _____ Name: _____
Title: _____

Accepted and agreed to this _____ Accepted and agreed to this
_____ day of _____, 2013. _____ day of _____, 2013.

Reserved

Exhibit A
to
~~Transportation Service Agreement~~
~~Rate Schedule TF-HP~~
between
Colorado Interstate Gas Company, L.L.C.
and
DCP Midstream Marketing, LLC
(Shipper)

Dated: March 1, 2013

Shipper's Maximum Delivery Quantity ("MDQ"): See ¶9.

Primary Point(s) of Receipt (1)	Effective Dates	Primary Point(s) of Receipt Quantity (Dth per Day) (2)	Minimum Receipt Pressure (p.s.i.g.) (4)	Maximum Receipt Pressure (p.s.i.g.) (4)
LaSalle (new)	(See ¶9)	(See ¶9)	Sufficient to enter Transporter's facilities	1200

Primary Point(s) of Delivery (1)	Effective Dates	Primary Point(s) of Delivery Quantity (Dth per Day) (3)	Minimum Delivery Pressure (p.s.i.g.) (4)	Maximum Delivery Pressure (p.s.i.g.) (4)
Flying Hawk (FLY)	(See ¶9)	(See ¶9)	935	1000

NOTES:

- (1) ~~Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.~~
- (2) ~~Each Point of Receipt Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Transportation Service Agreement.~~
- (3) ~~The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.~~
- (4) ~~Pressure conditions shall be in accordance with Section 5.4 of the General Terms and Conditions of the Tariff.~~

Reserved

Exhibit B
to
~~Transportation Service Agreement~~
~~Rate Schedule TF-HP~~
between
Colorado Interstate Gas Company, L.L.C.
and
DCP Midstream Marketing, LLC
(Shipper)

Dated: ~~March 1, 2013~~

<i>Primary Point(s) of Receipt</i>	<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate (4)</i>	<i>Commodity Rate (4)</i>	<i>Authorized Overrun Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
LaSalle (new)	Flying Hawk (FLY)	(See ¶19)	(1)	(1)	(1)	(2)	(3)

<i>Secondary Point(s) of Receipt</i>	<i>Secondary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>R₁ Reservation Rate</i>	<i>Commodity Rate</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All High Plains	All High Plains	(See ¶19)	(1)	(4)	(2)	(3)

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-HP 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 or North Raton Lateral incremental Reservation and Commodity Rates.~~
- (2) ~~Fuel Reimbursement shall be as stated on Transporter's Schedule of Surcharges and Fees in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. 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 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.~~
- (3) **Surcharges, If Applicable:**
~~All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in The Tariff, as such surcharges may be changed from time to time.~~
- ~~**High Plains Gas Quality Control Surcharge:**
The Gas Quality Control Reservation Rate and commodity rate shall be assessed pursuant to Section 17.4 of the General Terms and Conditions as set forth in The Tariff.~~
- ~~**ACA:**
The ACA Surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in 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 pursuant to Section 4.3 of the General Terms and Conditions of the Tariff. If incrementally priced facilities are used on a secondary basis the charge for service should also include the incremental rate.~~

Reserved