

June 28, 2024

Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20046

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

Re: Negotiated Rate Agreement Update;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP24-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff record listed below for inclusion in the Third Revised Volume No. 2 of its FERC Gas Tariff ("Tariff").

Part II Section 4.5 Continental Resources, Inc. #219334-FTMWIC Version 5.0.0

Proposed with an effective date of August 1, 2024, this tariff record updates WIC's Tariff reflect the amendment of an existing Rate Schedule FT transportation service agreement ("TSA") between WIC and Continental Resources, Inc. ("CLR").

## **Background**

TSA No. 219334-FTMWIC ("CLR TSA") is a conforming, negotiated rate TSA between WIC and CLR that is currently included in Part II: Section 4.5 of the Tariff.<sup>1</sup> The existing negotiated rate TSA includes a primary receipt point at Bucking Horse (PIN 47849), a primary delivery point at Dullknife (PIN 896002) and a maximum delivery quantity ("MDQ") of 105,000 Dth per day continuing through the TSA's original termination date of November 30, 2024 ("Primary Term").<sup>2</sup>

Recently, WIC and CLR agreed to amend the CLR TSA ("amended TSA") to extend the term of the TSA through November 30, 2026. WIC and CLR also agreed to amend the TSA to reflect additional changes that include a revision to

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<sup>1</sup> The CLR TSA was most recently reviewed and accepted by the Commission in Docket No. RP22-937-000. In that proceeding, CLR acquired the subject capacity for the full remaining term of the agreement from Chesapeake Energy Marketing, L.L.C. through a permanent capacity release transaction. See *Wyoming Interstate Co.*, Docket No. RP22-937-000 (June 17, 2022) (unpublished letter order)

<sup>2</sup> The existing CLR TSA provides for a contractual right of first refusal pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

the primary delivery point during the Primary Term of the CLR TSA, a change in MDQ, and modifications to the service rates for firm transportation after termination of the CLR TSA's Primary Term. These changes are described in more detail below.<sup>3</sup>

### **Description of Amended Agreement**

#### **Change to Primary Delivery Point before the end of the Primary Term**

Effective August 1, 2024, the TSA reflects a new primary delivery point of Thunderchief (PIN 800716). The Thunderchief point is located in the Cheyenne Hub area.<sup>4</sup> This primary delivery point change is effective through November 30, 2026.<sup>5</sup> Consistent with the provisions included in the existing TSA, a negotiated reservation rate of \$3.3124 per Dth per month will continue to be assessed for transactions at the primary point and at certain secondary points specified in the TSA through November 30, 2024.

#### **Change in MDQ and Transportation Service Rates after the end of the Primary Term**

On December 1, 2024 and continuing through the remaining term of the amended TSA, the MDQ will change from 105,000 Dth per day to 60,000 Dth per day.<sup>6</sup> Additionally, the service rate for transportation will change from a negotiated rate to WIC's maximum recourse rate under Rate Schedule FT, as displayed in the Statement of Rates in WIC's Tariff effective December 1, 2024. The maximum recourse rate will be effective through November 30, 2026.<sup>7</sup>

The Commission's policy on the filing of negotiated rate agreements requires pipelines, when implementing a negotiated rate TSA, to file either the TSA or a Statement of Rates tariff record identifying the transaction.<sup>8</sup> In accordance with this policy, WIC is submitting herein an updated tariff record that

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<sup>3</sup> As shown in the marked tariff records submitted herewith, WIC is also rectifying certain typographical errors in the footnotes.

<sup>4</sup> The existing delivery point of Dullknife and the new delivery point of Thunderchief are both physically located in the Cheyenne Yard area in Weld County, Colorado.

<sup>5</sup> See General Terms and Conditions ("GT&C"), Section 8.1(d)(iii) of WIC's Tariff for revisions to primary points.

<sup>6</sup> See GT&C Section 4.12(b), Extension of Executed Agreements which permits WIC and a Shipper to mutually agree to an extension to all or part of a TSA's underlying capacity. Also see Part III, Rate Schedules, Section 1, Rate Schedule FT, paragraph 2.4 which contemplates service options, including varying MDQ quantities. Part V: Service Agreement, Section 1, Rate Schedule FT, paragraph 9 provides multiple fill-in-the-blank spaces for MDQ and effective dates in further contemplation of these referenced tariff provisions.

<sup>7</sup> WIC will submit a future filing to FERC to remove the CLR TSA from Part II, Statement of Rates, Section 4, Statement of Negotiated Rates when the negotiated rate expires pursuant to the terms of the amended TSA.

<sup>8</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).

reflects the applicable negotiated reservation rate and certain other contractual terms for the amended CLR TSA.

### **Description of Filing**

WIC is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) and Subpart C of Part 154 of the Commission's Regulations.<sup>9</sup>

Part II: Statement of Negotiated Rates, Section 4.5 is updated to include the amended TSA No. 219334-FTMWIC with CLR. Specifically, the proposed tariff record includes the legal name of the shipper, the negotiated rates, the receipt and delivery points, the MDQ, the applicable Rate Schedule for the service, and the contract term. Additionally, consistent with the Commission's policy, WIC has included a statement on the proposed tariff record to note that the underlying agreement conforms in all material respects with WIC's Pro Forma.

### **Procedural Matters**

In accordance with the applicable provisions of the Commission's regulations,<sup>10</sup> WIC is submitting an eTariff XML filing package, which includes:

- a) a transmittal letter;
- b) clean and marked versions of the tariff sections in PDF format.

WIC respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on August 1, 2024, the effective date of the amended CLR TSA. With respect to any tariff records the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff records into effect at the end of the minimal suspension period, if any, specified by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

Mr. Tony Sala  
Vice President and Managing Counsel  
Wyoming Interstate Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (713) 420-6431  
[Tony\\_Sala@kindermorgan.com](mailto: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>9</sup> 18 C.F.R. §§ 154.201 - 154.210 (2021).

<sup>10</sup> 18 C.F.R. § 154.101 – 154.603 (2021).

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,

WYOMING INTERSTATE 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 WIC'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 Colorado Springs, Colorado as of this 28<sup>th</sup> day of June, 2024.

/s/

Shelly Busby

Post Office Box 1087  
Colorado Springs, CO 80944  
(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/ 5/	Commodity Rate 1/ 5/	Authorized Overrun Rates 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Continental Resources, Inc. #219334-FTMWIC 2/ 3/							
	<del>86/1/242</del> – 11/30/243		105,000	1a/	1/	4a/	47849 BUCKING HORSE
	<del>800716 THUNDERCHIEF</del>		<del>896002 DULLKNIFE</del>				
		12/1/243 – 11/30/264		<del>+60,000</del> 05,000		1b/ 1/	<del>4b/</del>
	<del>47849 BUCKING HORSE</del>		<del>800716 THUNDERCHIEF</del>				
						Secondary Receipt Point(s)	Secondary Delivery Point(s)
	<del>86/1/242</del> – 11/30/243		1a/	1/		All WIC Medicine Bow Receipt Points	All WIC Medicine Bow Delivery Points 892022 Antelope 896060 Cottonwood 890031 Medicine Bow 896029 Thunder Creek
	<del>842/1/243</del> – 11/30/24		1b/	1/		All WIC Medicine Bow Receipt Points	All WIC <del>Mainline</del> <del>Medicine Bow</del> Delivery Points <del>892022 Antelope</del>
							<del>896060 Cottonwood</del> <del>890031 Medicine Bow</del> <del>896029 Thunder Creek</del>
	<del>6/1/22</del> – 11/30/24		1c/	1/		<del>All WIC Medicine Bow</del> <del>Points</del>	<del>All WIC Mainline</del> <del>Receipt Points</del> <del>Delivery</del>
	<del>86/1/242</del> – 11/30/24		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.	
	<del>12/1/24</del> – 11/30/26		1/	1/		All	All



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. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) ~~\$1.9467 per Dth per month, which shall be payable regardless of quantities transported.~~
- ~~1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.3124 per Dth per month, which shall be payable regardless of quantities transported.~~
- 1be/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0100 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote 1(a) ~~and 1(b)~~ to be charged only on quantities actually delivered by Transporter to Shipper at these points.
- 2/ Applicable FL&U Percentage(s) shall be as stated in 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 in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4a/ Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of ~~\$0.450 per Dth shall apply to Daily Authorized Overrun of up to 10,000 Dth.~~
- ~~4b/ Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$0.0899 per Dth shall apply to Daily Authorized Overrun of up to 10,000 Dth.~~
- 5/ 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 4.5 of the General Terms and Conditions of the Tariff.
- 6/ This contract does not deviate in any material aspect from the form of service agreement.



Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 5/	Commodity Rate 1/ 5/	Authorized Overrun Rates 1/	Primary Receipt Point(s)	Primary Delivery Point(s)
Continental Resources, Inc. #219334-FTMWIC 2/ 3/							
	8/1/24 – 11/30/24	105,000	1a/	1/	4/	47849 BUCKING HORSE	800716 THUNDERCHIEF
	12/1/24 – 11/30/26	60,000	1/	1/		47849 BUCKING HORSE	800716 THUNDERCHIEF
						<u>Secondary Receipt Point(s)</u>	<u>Secondary Delivery Point(s)</u>
	8/1/24 – 11/30/24		1a/	1/		All WIC Medicine Bow Receipt Points	All WIC Medicine Bow Delivery Points 892022 Antelope 896060 Cottonwood 890031 Medicine Bow 896029 Thunder Creek
	8/1/24 – 11/30/24		1b/	1/		All WIC Medicine Bow Receipt Points	All WIC Mainline Delivery Points
	8/1/24 – 11/30/24		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.	
	12/1/24 – 11/30/26		1/	1/		All	All

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. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.3124 per Dth per month, which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0100 per Dth per day in addition to the monthly Reservation Rate set forth in Footnote 1(a) to be charged only on quantities actually delivered by Transporter to Shipper at these points.
- 2/ Applicable FL&U Percentage(s) shall be as stated in 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 in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Subject to Transporter's authorized maximum and minimum rates in effect from time to time, a rate of \$0.0899 per Dth shall apply to Daily Authorized Overrun of up to 10,000 Dth.
- 5/ 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 4.5 of the General Terms and Conditions of the Tariff.
- 6/ This contract does not deviate in any material aspect from the form of service agreement.