



Wyoming Interstate
Company, L.L.C.
a Kinder Morgan company

March 1, 2017

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Index Price Update Filing;
Wyoming Interstate Company, L.L.C.;
Docket No. RP17-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the following tariff record for inclusion in its FERC Gas Tariff Third Revised Volume No. 1 ("Tariff"):

Part IV: GT&C Section 1 Definitions Version 13.0.0

Proposed with an effective date of April 1, 2017, this tariff record is submitted to update the index price references shown in WIC's Tariff to reflect an index price published by Natural Gas Intelligence ("NGI").

Reason for Filing

In late 2016, S&P Global Platts ("Platts") and Intercontinental Exchange ("ICE") announced that they had entered into an agreement whereby daily and monthly ICE data would be used as inputs into the Platts physical market price assessment processes. As result of that arrangement, ICE will cease to exist as an independent index price developer. This transition is anticipated to be completed in 2017.

Currently, WIC's Tariff includes a few provisions that involve the use of an index price published by ICE. Specifically, the ICE Day Ahead Index price for CIG – Mainline is used to define the "Cash Out Index Price" which is in turn referred to in the cash-out provisions related to imbalance management. Additionally, the price is used to determine the value applicable to over-collected

fuel and lost and unaccounted for quantities for the purpose of cashing out those quantities.¹

In planning for the unavailability of the ICE index price, WIC recently reviewed these tariff provisions and evaluated the pricing data underlying the CIG-Mainline index price in comparison to a similar index price supported by NGI (i.e., CIG under NGI's Daily Gas Price Index). As a result, WIC determined that transferring the index price to the NGI Daily Gas Price Index would afford customers a relatively seamless transition in the tariff application.

Given that WIC's proposed change to the index price is based on a specific published index, certain conditions must be met. The Commission requires that: 1) an index price provided by an index developer must meet all or substantially all of the standards of the *Policy Statement on Natural Gas and Electric Price Indices*; and 2) the index location must meet a minimum average criteria for liquidity.² WIC meets the first requirement by proposing to use an index price published by NGI, a pricing publisher which the Commission has deemed to have satisfied its policy requirements.³ The second requirement, liquidity at the proposed pricing point of CIG under NGI's Daily Gas Price Index, has been confirmed through a ninety-day sample taken from NGI historical data.⁴

The Commission requires the sample applicable to each price location to satisfy at least one of the following conditions: 1) an average daily volume traded of 25,000 MMBtus/day, 2) an average daily number of transactions of five or more, and/or 3) an average daily number of counterparties of five or more.⁵ As shown on Appendix A, WIC has verified that, on average, at least 25,000 MMBtus are traded daily for the proposed location. As such, WIC is proposing an index price that will meet Commission requirements and provide customers with a comparable substitute.⁶

¹ GT&C Section 13.5(d) states that if WIC has excess fuel gas and lost and unaccounted for gas quantities, then such quantities will be valued at the cash-out index price for the month such quantities are calculated and deferred.

² *Price Discovery in Natural Gas and Electric Markets*, 109 FERC ¶ 61,184 (2004).

³ *Id.* at para. 39.

⁴ See Appendix A for the data pertaining to the proposed index price.

⁵ *Id.*

⁶ Other than the update to the index price, no changes are being proposed to the tariff provisions.

Description of Filing

WIC is submitting the following tariff record, pursuant to Subpart C of Part 154 of the Commission's regulations, to propose the tariff provisions described below.

Part IV, Section 1 reflects the replacement of the ICE Day Ahead Index for CIG-Mainline with the NGI Daily Gas Price Index for CIG.

Section 154.204 Discussion

Pursuant to Section 154.204 of the Commission's regulations, WIC states the following:

- a) WIC does not anticipate any increase in revenues as a result of these tariff changes.
- b) WIC is not aware of any filings pending before the Commission that may significantly affect this filing.

Procedural Matters

Inasmuch as this filing is fully described in the transmittal letter and Appendix hereto, the statement of the nature, the reasons and the basis for the instant tariff filing required by Section 154.7(a)(6) of the Commission's regulations is omitted.

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

- a) a transmittal letter;
- b) Appendix A, a spreadsheet depicting the NGI published prices for WIC's daily index; and
- c) a clean and marked version of the tariff record in PDF format.

WIC respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on April 1, 2017, which is not less than 30 days or more than 60 days following the date of this filing. With respect to any tariff provisions the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff provisions into effect at the end of the suspension period, if any, specified by the Commission.

Additionally, pursuant to Section 154.7(a)(7) of the Commission's regulations, WIC respectfully requests that the Commission grant all waivers necessary to effectuate this filing.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
Wyoming Interstate Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
Facsimile: (719) 520-4697
WICRegulatoryAffairs@kindermorgan.com

Mr. David Cain
Assistant General Counsel
Wyoming Interstate Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4534
Facsimile: (719) 520-4415
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.

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,

WYOMING INTERSTATE COMPANY, L.L.C.

By _____ /s/
Francisco Tarin
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 1st day of March, 2017.

/s/

Francisco Tarin

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

Appendix A

WYOMING INTERSTATE COMPANY, L.L.C.
Index Price Update Filing

Daily Index Transaction Volumes - 90 Day Average

Vendor:		NGI
		Daily Gas Price Index
Index:		CIG
<u>Trade Date</u>	<u>Day of Week</u>	<u>MMBtu/D</u>
10/12/2016	Monday	203,000
10/13/2016	Tuesday	141,000
10/14/2016	Wednesday	87,000
10/17/2016	Thursday	107,000
10/18/2016	Friday	71,000
10/19/2016	Monday	74,000
10/20/2016	Tuesday	60,000
10/21/2016	Wednesday	117,000
10/24/2016	Thursday	47,000
10/25/2016	Friday	80,000
10/26/2016	Monday	45,000
10/27/2016	Tuesday	69,000
10/28/2016	Wednesday	122,000
10/31/2016	Thursday	69,000
11/1/2016	Friday	87,000
11/2/2016	Monday	83,000
11/3/2016	Tuesday	62,000
11/4/2016	Wednesday	112,000
11/7/2016	Thursday	183,000
11/8/2016	Friday	77,000
11/9/2016	Monday	109,000
11/10/2016	Tuesday	119,000
11/11/2016	Wednesday	101,000
11/14/2016	Monday	58,000
11/15/2016	Tuesday	68,000
11/16/2016	Wednesday	74,000
11/17/2016	Thursday	60,000
11/18/2016	Friday	95,000
11/21/2016	Monday	86,000
11/22/2016	Tuesday	104,000
11/23/2016	Wednesday	98,000
11/28/2016	Thursday	90,000
11/29/2016	Friday	130,000
11/30/2016	Monday	103,000
12/1/2016	Tuesday	137,000
12/2/2016	Wednesday	168,000
12/5/2016	Thursday	129,000
12/6/2016	Friday	149,000

WYOMING INTERSTATE COMPANY, L.L.C.
Index Price Update Filing

Daily Index Transaction Volumes - 90 Day Average

Vendor:		NGI
		Daily Gas Price Index
Index:		CIG
<u>Trade Date</u>	<u>Day of Week</u>	<u>MMBtu/D</u>
12/7/2016	Monday	164,000
12/8/2016	Tuesday	199,000
12/9/2016	Wednesday	418,000
12/12/2016	Thursday	98,000
12/13/2016	Friday	118,000
12/14/2016	Tuesday	106,000
12/15/2016	Wednesday	119,000
12/16/2016	Thursday	330,000
12/19/2016	Friday	79,000
12/20/2016	Tuesday	143,000
12/21/2016	Wednesday	104,000
12/22/2016	Thursday	81,000
12/23/2016	Friday	187,000
12/27/2016	Monday	85,000
12/28/2016	Tuesday	75,000
12/29/2016	Wednesday	81,000
12/30/2016	Thursday	315,000
1/3/2017	Friday	142,000
1/4/2017	Tuesday	206,000
1/5/2017	Wednesday	154,000
1/6/2017	Thursday	168,000
1/9/2017	Friday	84,000
1/10/2017	Monday	152,000
1/11/2017	Tuesday	133,000
1/12/2017	Wednesday	110,000
1/13/2017	Thursday	208,000
1/17/2017	Friday	223,000
1/18/2017	Monday	80,000
1/19/2017	Tuesday	84,000
1/20/2017	Wednesday	180,000
1/23/2017	Thursday	117,000
1/24/2017	Friday	134,000
1/25/2017	Monday	107,000
1/26/2017	Tuesday	49,000
1/27/2017	Wednesday	75,000
1/30/2017	Thursday	51,000
1/31/2017	Friday	169,000
2/1/2017	Monday	62,000

WYOMING INTERSTATE COMPANY, L.L.C.
Index Price Update Filing

Daily Index Transaction Volumes - 90 Day Average

Vendor:		NGI
		Daily Gas Price Index
Index:		CIG
<u>Trade Date</u>	<u>Day of Week</u>	<u>MMBtu/D</u>
2/2/2017	Tuesday	130,000
2/3/2017	Wednesday	119,000
2/6/2017	Thursday	50,000
2/7/2017	Friday	35,000
2/8/2017	Tuesday	100,000
2/9/2017	Wednesday	72,000
2/10/2017	Thursday	81,000
2/13/2017	Monday	113,000
2/14/2017	Tuesday	56,000
2/15/2017	Wednesday	49,000
2/16/2017	Thursday	80,000
2/17/2017	Friday	63,000
2/21/2017	Tuesday	59,000
2/22/2017	Wednesday	34,000
90 Day Average Volume		113,389

Clean Tariff Section

1. DEFINITIONS

- 1.1 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- 1.2 "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.
- 1.3 "Btu" shall mean 1 British thermal unit, which is the amount of heat required to raise the temperature of 1 pound of water 1 degree from 59 degrees to 60 degrees Fahrenheit. The reporting basis for Btu is 14.73 p.s.i.a. and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm² and 15.6 degrees C and dry. "MMBtu" shall mean 1 million Btu. One "Dth" (Dekatherm) is equivalent to one MMBtu. Thermal Conversion factors shall be stated using not less than three decimal places. However, for calculation purposes, not less than 6 decimal places should be used.
- 1.4 "Bumping" or "Bump" shall mean:
- (a) The reduction of a previously Scheduled and Confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
 - (b) In the event that a discount is granted that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a Firm Transportation Quantity previously scheduled and confirmed to permit Transporter to schedule and confirm a firm Transportation Intraday Nomination which has a higher priority.
 - (c) In the event of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and Confirmed Firm Transportation Quantity.

Bumping that affects transactions on multiple Transportation Service Providers' systems should occur at grid-wide synchronization times only (NAESB WGQ Standard No. 1.3.39). Pursuant to NAESB Standard 1.2.12, absent an agreement to the contrary between Transporter, Shipper and any affected interconnect Party, a Bump shall not result in a Scheduled Quantity that is less than the applicable elapsed pro rated flow quantity.

- 1.5 "Business Day" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Federal Bank Holidays.

- 1.5A "Carbon Dioxide Monitoring Location" or "CDM Location" shall mean a location on Transporter's system where Transporter monitors carbon dioxide content in the gas stream and is identified as a CDM Location on Transporter's interactive website, along with associated carbon dioxide information. CDM Locations will be sited, as determined by Transporter in its reasonable operating judgment, at various locations on Transporter's system to allow Transporter to monitor and meet its carbon dioxide Tariff specification on its laterals and mainlines.
- 1.6 "Cash Out Index Price" shall mean the price calculated as the average of the daily average index prices for CIG as published on the Natural Gas Intelligence ("NGI") Daily Gas Price Index. Should the NGI Daily Gas Price Index become unavailable, Transporter shall base the Cash Out Index Price on information posted in a similar publication. The Cash Out Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 p.m. CCT on the fifth Business Day of the Month following the production month.
- 1.7 "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time (CCT).
- 1.8 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (NAESB WGQ Standard No. 1.3.40)
- (a) A "Confirmation Requester" is a Service Provider (including a Point Operator or an Interconnecting Party) which is seeking to confirm a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (NAESB WGQ Standard No. 1.2.8)
 - (b) A "Confirming Party" is a Service Provider (including a Point Operator an Interconnecting Party) which provides a Confirmation for a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a Nomination at a location. (NAESB Standard 1.2.9)
 - (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (NAESB Standard 1.2.10)

- 1.8 "Confirmation" (continued)
- (d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one party deems that all requests at a location are Confirmed by the other party (the CBE Party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame. (NAESB Standard 1.2.11)
- 1.9 "Confirmed Quantity" shall mean the final result of the confirmation process and is the quantity of gas stated in MMBtu or Dth which has been determined as authorized to flow on a specified Gas Day at a specified Point of Receipt or Delivery on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standards 1.4.5 and shall reflect Confirmed Quantities.
- 1.10 "Critical Notices" are defined, in conformance with NAESB Definition 5.2.1, as those notices which pertain to information of conditions on Transporter's system that affect scheduling or adversely affect scheduled gas flow.
- 1.11 "Cubic Foot" shall mean the volume of gas which would occupy a space of 1 cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (p.s.i.a.). "Mcf" shall mean 1,000 cubic feet. "MMcf" shall mean 1,000,000 cubic feet. Pressure Base conversion factors should be reported to not less than 6 decimal places. However, the reporting basis for Gas transactions is thermal. See definition of Dekatherm.
- 1.12 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Section 6 of these General Terms and Conditions, one calendar day prior to the Begin Date of a Gas transaction.
- 1.13 Reserved
- 1.14 "Day" or "Gas Day" shall mean a period beginning at 9:00 a.m. Central Clock Time and ending at 9:00 a.m. Central Clock Time on the next calendar day.
- 1.15 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy and will be reported on a dry MMBtu or Dth basis. Dth is the standard quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth and between dekatherms and gigacalories (Mexico) is 0.251996 gigacalories per dekatherm. As used in this Tariff, related services agreements, statements and invoices, MMBtu and Dth are considered synonymous.

- 1.16 "Deliver" (or Delivers or Delivered) shall mean the Tender by Transporter to Shipper, or to a third party for Shipper's account, and the acceptance by Shipper or a third party for Shipper's account at the Point of Delivery under Shipper's agreement of quantities of Gas containing the same thermal content as the quantities received by Transporter for Transportation Service less the FL&U Adjustment.
- 1.17 "Delivery Quantities" (or Deliveries) shall mean the quantities of natural Gas Delivered at the Point of Delivery. The Delivery Quantities so determined shall be further adjusted, if appropriate, by any Gas vented as provided in Section 3.3 hereof during the same period of time.
- 1.18 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.18A "Echo Springs Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 1, Township 19 North, Range 93 West, Carbon County, Wyoming and extending northeasterly terminating at Transporter's mainline in Section 17, Township 20 North, Range 92 West, Sweetwater County, Wyoming.
- 1.19 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party.
- Transporter's use and implementation of EDM shall conform to all appropriate NAESB Standards.
- Furthermore, Transporter's implementation of EDM shall be specified in an Electronic Data Interchange Trading Partner Agreement, which shall substantially conform to the NAESB Model EDI Trading Partner Agreement.
- 1.20 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized internet website, Electronic Data Interchange (EDI), including information exchanged via EDM. These terms exclude facsimile.
- 1.21 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most Gas transactions are to be effective for a full Gas Day. However, Shipper may indicate a requested end time when submitting Intraday Nominations.

- 1.22 "Equivalent Quantities" shall mean the sum of the quantities of Gas measured in Dth received by Transporter for the account of Shipper at the Points of Receipt during any given period of time reduced by the FL&U Adjustment and any Gas vented as provided in Section 3.3 hereof during the same period of time. In determining Equivalent Quantities for Delivery, each Shipper shall provide the FL&U Adjustment based on the actual quantity of Gas Tendered by such Shipper to Transporter; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented under Section 3.3; provided further, that the FL&U Adjustment shall be modified periodically to reflect Transporter's actual operating experience as described in Section 1.27 ("FL&U Requirement"). Each Shipper's share of Transporter's total FL&U Requirement shall be calculated as a percentage of each Shipper's Gas at each Point of Receipt.
- 1.23 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.
- 1.24 "FL&U" shall mean Fuel Gas and Lost and Unaccounted-for Gas.
- 1.25 "FL&U Adjustment" shall mean the quantity of Gas to be retained by Transporter to replace its requirement for FL&U, and shall be reflected as a portion of all Receipt Quantities.
- 1.26 "FL&U Percentage", reported separately for Fuel Gas and L&U, shall refer to the percentages derived by dividing: (i) the sum of the Projected FL&U Requirement and the FL&U Requirement Adjustment (numerator); by (ii) the projected Receipt Quantities related to the anticipated Transportation Service for Shippers charged Fuel Gas and all Shippers charged L&U during the projected FL&U Requirement period (denominator).
- 1.27 "FL&U Requirement" shall mean the quantity of Gas expected to be required by Transporter during the effective period of FL&U Adjustment as determined by Transporter.
- 1.28 "Flow Path Secondary Capacity" shall mean the capacity status assigned to that portion of a Transportation transaction for which the Point of Receipt or the Point of Delivery lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying transportation service agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.29 "Fuel Gas" shall mean the quantity of Gas which is required by Transporter for transportation related purposes to accomplish the Transportation Service for all Shippers.

- 1.30 "Gas" shall mean combustible hydrocarbon Gas.
- 1.31 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- 1.32 "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions" shall mean the standardized business practices, procedures, criteria, and definition of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC in compliance with 18 CFR, Section 284.12, as described in Section 22 of the General Terms and Conditions.
- 1.33 "Gross Heating Value" shall mean the number of Btu's produced by the combustion, at a constant pressure, of the amount of Gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air and when the water formed by combustion is condensed to the liquid state. The value so determined shall be adjusted to reflect actual conditions of pressure and temperature. The calculations shall be based on dry Gas if the Gas at the measurement points contains less than 5 pounds of water per MMcf. If the Gas at the measurement point contains more than 5 pounds of water per MMcf, an appropriate correction factor determined by Transporter for the actual water vapor content in the delivered Gas stream will be applied to the Btu calculations to correct for this water content.
- 1.34 "Interconnecting Party" shall mean the party or such party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's pipeline system and is responsible for verifying Nominations and scheduling Gas flow at such point of interconnections. An Interconnecting Party is also a Confirming Party and Confirmation Requester. Each Interconnecting Party is required to conform to the schedules set forth in Section 6 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.35 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination Deadline set forth in Section 6 of these General Terms and Conditions. Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Section 6 of these General Terms and Conditions:
- a) Evening Cycle - the day prior to the Gas Day
 - b) Intraday 1 Cycle - during the Gas Day
 - c) Intraday 2 Cycle - during the Gas Day
 - d) Intraday 3 Cycle – during the Gas Day

1.35A Reserved.

1.35B "Loan", "Loaned", "Lend", or "Lending" shall mean Transporter's advancement of quantities of Gas to a Shipper pursuant to Rate Schedule PAL.

1.36 "Lost and Unaccounted-for Gas" or "L&U" shall mean the quantity of Gas required by Transporter to replace lost or otherwise unaccounted-for Gas (including vented Gas, other than Gas vented pursuant to Section 3.3 of the General Terms and Conditions) for Transportation Service for all Shippers. Lost and Unaccounted-for Gas shall be calculated by reducing the actual total system fuel and lost quantity (receipts minus Deliveries) by the actual Fuel Gas for the data collection period.

1.37 "Maximum Delivery Quantity" or "MDQ" shall mean the maximum quantity of Gas, expressed in Dths per Day, which Transporter shall be obligated under a service agreement to Deliver to Shipper or for Shipper's account. The MDQ listed on the service agreement between Transporter and Shipper is based on a thermal content for the operational area of Shipper's Primary Points of Receipt. The thermal content used for MDQ determinations for the five operational areas of Transporter's system are:

<u>Operational Area</u>	<u>Btu/cubic foot</u>
Medicine Bow Lateral	968
Powder River Lateral	981
Wyoming Mainline and Echo Springs Lateral	1053
Piceance Basin Lateral	1050
Kanda Lateral	1050

Transporter continuously measures the thermal content of Gas on its system. If the thermal content in any Month deviates from the Btu per cubic foot levels stated above, or the then-current thermal content on which MDQ's are based, and Transporter reasonably determines that it will not be able to fully provide firm service due to the thermal change, Transporter can adjust each firm Shipper's MDQ. The MDQ adjustment will be posted on Transporter's electronic bulletin board, and will become effective on the first Day of the Month following posting. If an adjustment causes Shipper to be in an overrun situation, Shipper will not be liable for any overrun charges that are incurred during the first thirty days after implementation of the adjustment. In the event of an MDQ adjustment, Transporter shall also adjust its rates to prevent any undercharge or overcharge to Shippers which might otherwise result from the MDQ adjustments. The adjusted rates shall also be posted on Transporter's electronic bulletin board. The adjusted rates will be calculated by multiplying the fraction (Btu level stated above applicable to Shipper, or the then-current thermal content, divided by the new thermal content) by Transporter's rates that were applicable to Shipper. The adjusted rates will take effect the first Day of the Month that begins after the posting. The net effect on total payment due as a result of Shipper's adjusted MDQ and rates will be zero. Transporter will seek FERC approval if the adjustment to MDQ and rates, due to changes to the thermal content of the Gas, is more than 5 percent of the then-current thermal content. This provision also applies to Segmentation.

- 1.38 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimal places. However, the reporting basis for Gas transactions is thermal. (See definition of Dth in this Section.)
- 1.39 "Medicine Bow Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 33, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southeasterly terminating at Transporter's mainline in Section 28, Township 12 North, Range 67 West, Weld County, Colorado.
- 1.40 "Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar month.
- 1.41 "Nominated Imbalance Quantity" shall mean any quantity of Gas which a Shipper includes in a Nomination for which the quantity at the Point of Receipt is not equal to the quantity at the Point of Delivery, after accounting for any appropriate FL&U. Nominated Imbalance Quantities may be Nominated by the Shipper at any time in anticipation of a prospective imbalance or to resolve an imbalance which occurred previously. Nominated Imbalance Quantities will be scheduled and confirmed in accordance with the provisions of Section 6 of these General Terms and Conditions.
- 1.42 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective transportation or pooling transaction under an executed service agreement and submitted to Transporter.
- (a) Valid Nomination is a data set which contains the mandatory data elements included in the NAESB Standards related to Nominations and any appropriate business conditional or mutually agreeable data elements, which is consistent with the provisions of the Shipper's service agreement, and which has been delivered to Transporter, or to Transporter via Electronic Communication, or when agreed to by Transporter, by facsimile. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in NAESB Standard 1.4.1.
- 1.43 "Nominating Party" shall mean a Shipper or such Shipper's designee authorized to submit Nominations to Transporter pursuant to Shipper's executed service agreements.
- 1.44 "Overrun Capacity" shall mean capacity other than Primary Capacity, Flow Path Secondary and/or Secondary Capacity on any portion of the Receipt-to-Delivery Flow Path as required under a firm transportation service agreement when Shipper Nominates for Transportation Service in excess of Shipper's contractual entitlements.

- 1.45 "Overrun Gas" shall mean the following:
- (a) Shipper may Nominate and Tender and Transporter may confirm and receive quantities in excess of Shipper's MDQ on a segment. Such quantities shall be considered as Overrun Gas and transported on an interruptible basis.
 - (b) In total, Shipper may nominate and Tender and Transporter may confirm and receive quantities pursuant to Segmentation transactions which exceed Shipper's MDQ. The quantity of capacity usage on any Segment which exceeds Shipper's MDQ shall be considered as Overrun Gas and shall be invoiced at the applicable maximum overrun rate.
- 1.46 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requestor's option to differentiate between discreet business transactions. (NAESB WGQ Standard No. 1.2.5) When used, Package ID should be:
(a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchase); and (d) mutually agreed for Transport invoicing. (NAESB WGQ Standard No. 1.3.24) Package ID is not required for transportation invoicing. Use of the Package ID is at the discretion of the service requestor, and if sent, should be accepted and processed by the service provider. (NAESB WGQ Standard No. 1.3.25)
- 1.47 "Party" or "Parties" shall mean either Shipper or Transporter.
- 1.47A "Park" shall mean acceptance by Transporter of quantities of Gas Tendered by Shipper for Delivery at a later date pursuant to Rate Schedule PAL.
- 1.48 "Piceance Expansion" shall mean the expansion of the Piceance Basin Lateral certificated in Docket No. CP08-403-000.
- 1.49 "Point(s) of Delivery" shall mean the physical or logical point(s) (including Pool(s)) where Transporter Tenders Gas to Shipper or for Shipper's account.
- 1.50 "Point of Delivery Quantity" shall mean the quantity of Gas specified for Delivery to Shipper at a specific Point of Delivery under the agreement.
- 1.51 "Point(s) of Receipt" shall mean the physical or logical point(s) (including Pools) where Transporter receives Gas for the account of a Shipper for transportation.
- 1.52 "Point of Receipt Quantity" shall mean the quantity of Gas specified for receipt by Transporter at a specific Point of Receipt under the Agreement.
- 1.53 "Pool" shall mean a physical or logical point determined by Transporter at which supplies may be aggregated and disaggregated. Pool(s) are not valid Point(s) of Receipt or Delivery for determination of Primary Point(s), Capacity Scheduling or for Capacity Release.

- 1.54 "Pooler" shall mean that party holding an executed Pooling service agreement under this Tariff and on whose behalf Gas is being aggregated at a Pool. For purpose of Nominations, the term "Pooler" is synonymous with "Shipper".
- 1.55 "Pooling" shall mean the aggregation of multiple sources of supply to a single quantity and the disaggregation of such quantity to multiple markets or market contracts. "Headstation Pooling" shall mean the aggregation of supplies from one or more physical or logical Point(s) of Receipt to a designated Pool and the disaggregation of such aggregated quantities to one or more Transportation Service Agreement(s).
- 1.56 "Pooling Area" shall mean the area implied by the designation of various Segments and related to a specific Pool. Transporter's Pooling Area(s) and the Point(s) of Receipt and the related Headstation Pooling point(s) shall be posted on Transporter's electronic bulletin board.
- 1.57 "Powder River Lateral" shall mean that portion of Transporter's capacity, including all Point(s) of Receipt beginning at Transporter's interconnect with MIGC, Inc. located in Section 34, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southward to the outlet of the WIC-Laramie Jumper Station in Section 21, Township 17 North, Range 76 West, Albany County, Wyoming.
- 1.58 "Primary Capacity" shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm transportation service agreement. On any pipeline segment, Primary Capacity is limited by the Primary Point(s) of Receipt Quantity upstream of such segment and the Primary Point(s) of Delivery Quantity downstream of such segment, whichever is less.
- 1.59 "Primary Point(s)" shall mean those Point(s) of Receipt and Delivery where Shipper is entitled to firm service.
- 1.60 "Quick Response" shall mean the preliminary response record generated by Transporter and made available to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.2.
- 1.61 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) is the lowest.

- 1.61A "Rate Default" - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.
- 1.61B "Rate Floor" – Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter's minimum reservation rate or zero cents when there is no stated minimum reservation rate.
- 1.62 "Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Point of Receipt to and through a Point of Delivery. Furthermore, "Primary Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Primary Point of Receipt to and through a Primary Point of Delivery. The authorized direction of flow shall be from the Primary Point of Receipt to the Primary Point of Delivery.
- 1.63 "Receipt Quantities" shall mean all quantities of Gas received by Transporter at the Point(s) of Receipt for the account of Shipper for Transportation Service.
- 1.64 "Releasing Shipper" is any Shipper who has a transportation service agreement under Rate Schedule FT who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.65 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.66 "Replacement Capacity Agreement" is an agreement between Transporter and the Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Section 9 of these General Terms and Conditions.
- 1.67 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.
- 1.68 "Request for Confirmation" shall mean the information provided via EDM which conforms to the Data Dictionary standards as set forth in NAESB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communication of a Confirmation Response. (See definition of Confirmation in this Section.)

- 1.69 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can transport, based on a Shipper's Nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Gas Day subject to Transporter's available transportation system capacity. Such quantities shall be determined pursuant to the provisions of Section 6 of these General Terms and Conditions and are subject to final Confirmation. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.5.
- 1.70 "Secondary Capacity" shall mean capacity other than Primary Capacity or Flow Path Secondary Capacity under a firm transportation service agreement when Shipper Nominates at Secondary Points which lie outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.71 "Secondary Point(s)" shall mean those Points of Receipt and Delivery which are not specified in the firm transportation service agreement as Primary Points. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.
- 1.72 "Secondary Point of Delivery" shall mean a Point of Delivery which is not specified in the firm transportation service agreement as Primary Point(s) of Delivery and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.73 "Secondary Point of Receipt" shall mean a Point of Receipt which is not specified in the firm transportation service agreement as Primary Point(s) of Receipt and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.74 "Segment" shall mean a discrete portion of Transporter's pipeline system between two specific locations. Transporter shall evaluate the operating capacity of the Segment against the capacity requested for Transportation Service(s) by Shippers. In the event the requested capacity exceeds the Segment operating capacity, Transporter will follow the procedures specified in General Terms and Conditions Section 6 to reduce the transportation requests to the Segment operating capacity.
- 1.74A "Segmentation" shall refer to the ability of a Shipper holding a contract for firm transportation capacity to subdivide such capacity into Segments and to use those Segments for different capacity transactions. Segmentation may be effected by the Shipper by designating a number of discrete Transportation combinations (Points of Receipt to Points of Delivery), each of which being equal to or less than Shipper's Primary Capacity for that pipeline segment. The applicability and prerequisites for Segmentation are described in Section 8.1 of the General Terms and Conditions.

- 1.75 "Segmentation Point(s) shall mean any non-Primary Point of Receipt or Point of Delivery identified on a Segmentation transaction. All Segmentation Point(s) which lie within the Shipper's Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary for Nominated quantities up to Shipper's Segment entitlement. Segmentation Points of Receipt and/or Delivery which lie outside of the Primary Receipt-to-Delivery Flow Path are considered Secondary for scheduling. Nothing in this section shall preclude Shipper from acquiring Primary Point rights at Segmentation Point(s) and using such capacity on a Primary Capacity scheduling priority basis.
- 1.76 "Shipper" shall mean that Party on whose behalf Gas is being transported.
- 1.77 "Standard Quantity" for Nominations, Confirmations and scheduling shall mean Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. (NAESB WGQ Standard No. 1.3.14)
- 1.78 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's transportation service agreement.
- 1.79 "Thermal Content" when applied to any volume of Gas shall mean the aggregate number of Btu's contained in such volume. The Thermal Content shall be determined by multiplying the volume of Gas in cubic feet by the Gross Heating Value of the Gas.
- 1.80 "Transportation Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper to Transporter at the Point(s) of Receipt, the transportation and Delivery of an equivalent quantity of Gas (minus FL&U Adjustment and any quantities vented pursuant to Section 3.3 hereof) to Shipper either directly, by displacement, or otherwise at the Point(s) of Delivery.
- 1.81 "Transporter" shall mean Wyoming Interstate Company, L.L.C., a limited liability company under the laws of the State of Colorado.
- 1.82 "Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Transporter for Nomination, pursuant to Section 6 hereof.
- 1.83 "Upstream Party" shall mean the entity (name or identifying number) Tendering Gas to Transporter at a designated location as identified by a Shipper's Nomination.

Marked Tariff Section

1. DEFINITIONS

- 1.1 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- 1.2 "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.
- 1.3 "Btu" shall mean 1 British thermal unit, which is the amount of heat required to raise the temperature of 1 pound of water 1 degree from 59 degrees to 60 degrees Fahrenheit. The reporting basis for Btu is 14.73 p.s.i.a. and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm² and 15.6 degrees C and dry. "MMBtu" shall mean 1 million Btu. One "Dth" (Dekatherm) is equivalent to one MMBtu. Thermal Conversion factors shall be stated using not less than three decimal places. However, for calculation purposes, not less than 6 decimal places should be used.
- 1.4 "Bumping" or "Bump" shall mean:
- (a) The reduction of a previously Scheduled and Confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
 - (b) In the event that a discount is granted that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a Firm Transportation Quantity previously scheduled and confirmed to permit Transporter to schedule and confirm a firm Transportation Intraday Nomination which has a higher priority.
 - (c) In the event of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and Confirmed Firm Transportation Quantity.

Bumping that affects transactions on multiple Transportation Service Providers' systems should occur at grid-wide synchronization times only (NAESB WGQ Standard No. 1.3.39). Pursuant to NAESB Standard 1.2.12, absent an agreement to the contrary between Transporter, Shipper and any affected interconnect Party, a Bump shall not result in a Scheduled Quantity that is less than the applicable elapsed pro rated flow quantity.

- 1.5 "Business Day" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Federal Bank Holidays.

- 1.5A "Carbon Dioxide Monitoring Location" or "CDM Location" shall mean a location on Transporter's system where Transporter monitors carbon dioxide content in the gas stream and is identified as a CDM Location on Transporter's interactive website, along with associated carbon dioxide information. CDM Locations will be sited, as determined by Transporter in its reasonable operating judgment, at various locations on Transporter's system to allow Transporter to monitor and meet its carbon dioxide Tariff specification on its laterals and mainlines.
- 1.6 "Cash Out Index Price" shall mean the price calculated as the average of the daily average index prices for ~~the CIG-Mainline~~ as published on the Natural Gas Intelligence ("NGI") Daily Gas Price Index~~IntercontinentalExchange ("ICE") Day Ahead Index~~. Should the ~~ICE Day Ahead Index~~NGI Daily Gas Price Index become unavailable, Transporter shall base the Cash Out Index Price on information posted in a similar publication. The Cash Out Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 p.m. CCT on the fifth Business Day of the Month following the production month.
- 1.7 "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time (CCT).
- 1.8 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (NAESB WGQ Standard No. 1.3.40)
- (a) A "Confirmation Requester" is a Service Provider (including a Point Operator or an Interconnecting Party) which is seeking to confirm a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (NAESB WGQ Standard No. 1.2.8)
 - (b) A "Confirming Party" is a Service Provider (including a Point Operator an Interconnecting Party) which provides a Confirmation for a quantity of Gas via the information outlined in NAESB WGQ Standard No. 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a Nomination at a location. (NAESB Standard 1.2.9)
 - (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (NAESB Standard 1.2.10)

1.8 "Confirmation" (continued)

(d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one party deems that all requests at a location are Confirmed by the other party (the CBE Party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame. (NAESB Standard 1.2.11)

- 1.9 "Confirmed Quantity" shall mean the final result of the confirmation process and is the quantity of gas stated in MMBtu or Dth which has been determined as authorized to flow on a specified Gas Day at a specified Point of Receipt or Delivery on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standards 1.4.5 and shall reflect Confirmed Quantities.
- 1.10 "Critical Notices" are defined, in conformance with NAESB Definition 5.2.1, as those notices which pertain to information of conditions on Transporter's system that affect scheduling or adversely affect scheduled gas flow.
- 1.11 "Cubic Foot" shall mean the volume of gas which would occupy a space of 1 cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (p.s.i.a.). "Mcf" shall mean 1,000 cubic feet. "MMcf" shall mean 1,000,000 cubic feet. Pressure Base conversion factors should be reported to not less than 6 decimal places. However, the reporting basis for Gas transactions is thermal. See definition of Dekatherm.
- 1.12 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Section 6 of these General Terms and Conditions, one calendar day prior to the Begin Date of a Gas transaction.
- 1.13 Reserved
- 1.14 "Day" or "Gas Day" shall mean a period beginning at 9:00 a.m. Central Clock Time and ending at 9:00 a.m. Central Clock Time on the next calendar day.
- 1.15 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy and will be reported on a dry MMBtu or Dth basis. Dth is the standard quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth and between dekatherms and gigacalories (Mexico) is 0.251996 gigacalories per dekatherm. As used in this Tariff, related services agreements, statements and invoices, MMBtu and Dth are considered synonymous.

- 1.16 "Deliver" (or Delivers or Delivered) shall mean the Tender by Transporter to Shipper, or to a third party for Shipper's account, and the acceptance by Shipper or a third party for Shipper's account at the Point of Delivery under Shipper's agreement of quantities of Gas containing the same thermal content as the quantities received by Transporter for Transportation Service less the FL&U Adjustment.
- 1.17 "Delivery Quantities" (or Deliveries) shall mean the quantities of natural Gas Delivered at the Point of Delivery. The Delivery Quantities so determined shall be further adjusted, if appropriate, by any Gas vented as provided in Section 3.3 hereof during the same period of time.
- 1.18 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.18A "Echo Springs Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 1, Township 19 North, Range 93 West, Carbon County, Wyoming and extending northeasterly terminating at Transporter's mainline in Section 17, Township 20 North, Range 92 West, Sweetwater County, Wyoming.
- 1.19 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party.
- Transporter's use and implementation of EDM shall conform to all appropriate NAESB Standards.
- Furthermore, Transporter's implementation of EDM shall be specified in an Electronic Data Interchange Trading Partner Agreement, which shall substantially conform to the NAESB Model EDI Trading Partner Agreement.
- 1.20 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized internet website, Electronic Data Interchange (EDI), including information exchanged via EDM. These terms exclude facsimile.
- 1.21 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most Gas transactions are to be effective for a full Gas Day. However, Shipper may indicate a requested end time when submitting Intraday Nominations.

- 1.22 "Equivalent Quantities" shall mean the sum of the quantities of Gas measured in Dth received by Transporter for the account of Shipper at the Points of Receipt during any given period of time reduced by the FL&U Adjustment and any Gas vented as provided in Section 3.3 hereof during the same period of time. In determining Equivalent Quantities for Delivery, each Shipper shall provide the FL&U Adjustment based on the actual quantity of Gas Tendered by such Shipper to Transporter; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented under Section 3.3; provided further, that the FL&U Adjustment shall be modified periodically to reflect Transporter's actual operating experience as described in Section 1.27 ("FL&U Requirement"). Each Shipper's share of Transporter's total FL&U Requirement shall be calculated as a percentage of each Shipper's Gas at each Point of Receipt.
- 1.23 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.
- 1.24 "FL&U" shall mean Fuel Gas and Lost and Unaccounted-for Gas.
- 1.25 "FL&U Adjustment" shall mean the quantity of Gas to be retained by Transporter to replace its requirement for FL&U, and shall be reflected as a portion of all Receipt Quantities.
- 1.26 "FL&U Percentage", reported separately for Fuel Gas and L&U, shall refer to the percentages derived by dividing: (i) the sum of the Projected FL&U Requirement and the FL&U Requirement Adjustment (numerator); by (ii) the projected Receipt Quantities related to the anticipated Transportation Service for Shippers charged Fuel Gas and all Shippers charged L&U during the projected FL&U Requirement period (denominator).
- 1.27 "FL&U Requirement" shall mean the quantity of Gas expected to be required by Transporter during the effective period of FL&U Adjustment as determined by Transporter.
- 1.28 "Flow Path Secondary Capacity" shall mean the capacity status assigned to that portion of a Transportation transaction for which the Point of Receipt or the Point of Delivery lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying transportation service agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.29 "Fuel Gas" shall mean the quantity of Gas which is required by Transporter for transportation related purposes to accomplish the Transportation Service for all Shippers.

- 1.30 "Gas" shall mean combustible hydrocarbon Gas.
- 1.31 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- 1.32 "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions" shall mean the standardized business practices, procedures, criteria, and definition of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC in compliance with 18 CFR, Section 284.12, as described in Section 22 of the General Terms and Conditions.
- 1.33 "Gross Heating Value" shall mean the number of Btu's produced by the combustion, at a constant pressure, of the amount of Gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air and when the water formed by combustion is condensed to the liquid state. The value so determined shall be adjusted to reflect actual conditions of pressure and temperature. The calculations shall be based on dry Gas if the Gas at the measurement points contains less than 5 pounds of water per MMcf. If the Gas at the measurement point contains more than 5 pounds of water per MMcf, an appropriate correction factor determined by Transporter for the actual water vapor content in the delivered Gas stream will be applied to the Btu calculations to correct for this water content.
- 1.34 "Interconnecting Party" shall mean the party or such party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's pipeline system and is responsible for verifying Nominations and scheduling Gas flow at such point of interconnections. An Interconnecting Party is also a Confirming Party and Confirmation Requester. Each Interconnecting Party is required to conform to the schedules set forth in Section 6 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.35 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination Deadline set forth in Section 6 of these General Terms and Conditions. Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Section 6 of these General Terms and Conditions:
- a) Evening Cycle - the day prior to the Gas Day
 - b) Intraday 1 Cycle - during the Gas Day
 - c) Intraday 2 Cycle - during the Gas Day
 - d) Intraday 3 Cycle – during the Gas Day

1.35A Reserved.

1.35B "Loan", "Loaned", "Lend", or "Lending" shall mean Transporter's advancement of quantities of Gas to a Shipper pursuant to Rate Schedule PAL.

1.36 "Lost and Unaccounted-for Gas" or "L&U" shall mean the quantity of Gas required by Transporter to replace lost or otherwise unaccounted-for Gas (including vented Gas, other than Gas vented pursuant to Section 3.3 of the General Terms and Conditions) for Transportation Service for all Shippers. Lost and Unaccounted-for Gas shall be calculated by reducing the actual total system fuel and lost quantity (receipts minus Deliveries) by the actual Fuel Gas for the data collection period.

1.37 "Maximum Delivery Quantity" or "MDQ" shall mean the maximum quantity of Gas, expressed in Dths per Day, which Transporter shall be obligated under a service agreement to Deliver to Shipper or for Shipper's account. The MDQ listed on the service agreement between Transporter and Shipper is based on a thermal content for the operational area of Shipper's Primary Points of Receipt. The thermal content used for MDQ determinations for the five operational areas of Transporter's system are:

<u>Operational Area</u>	<u>Btu/cubic foot</u>
Medicine Bow Lateral	968
Powder River Lateral	981
Wyoming Mainline and Echo Springs Lateral	1053
Piceance Basin Lateral	1050
Kanda Lateral	1050

Transporter continuously measures the thermal content of Gas on its system. If the thermal content in any Month deviates from the Btu per cubic foot levels stated above, or the then-current thermal content on which MDQ's are based, and Transporter reasonably determines that it will not be able to fully provide firm service due to the thermal change, Transporter can adjust each firm Shipper's MDQ. The MDQ adjustment will be posted on Transporter's electronic bulletin board, and will become effective on the first Day of the Month following posting. If an adjustment causes Shipper to be in an overrun situation, Shipper will not be liable for any overrun charges that are incurred during the first thirty days after implementation of the adjustment. In the event of an MDQ adjustment, Transporter shall also adjust its rates to prevent any undercharge or overcharge to Shippers which might otherwise result from the MDQ adjustments. The adjusted rates shall also be posted on Transporter's electronic bulletin board. The adjusted rates will be calculated by multiplying the fraction (Btu level stated above applicable to Shipper, or the then-current thermal content, divided by the new thermal content) by Transporter's rates that were applicable to Shipper. The adjusted rates will take effect the first Day of the Month that begins after the posting. The net effect on total payment due as a result of Shipper's adjusted MDQ and rates will be zero. Transporter will seek FERC approval if the adjustment to MDQ and rates, due to changes to the thermal content of the Gas, is more than 5 percent of the then-current thermal content. This provision also applies to Segmentation.

- 1.38 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimal places. However, the reporting basis for Gas transactions is thermal. (See definition of Dth in this Section.)
- 1.39 "Medicine Bow Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 33, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southeasterly terminating at Transporter's mainline in Section 28, Township 12 North, Range 67 West, Weld County, Colorado.
- 1.40 "Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar month.
- 1.41 "Nominated Imbalance Quantity" shall mean any quantity of Gas which a Shipper includes in a Nomination for which the quantity at the Point of Receipt is not equal to the quantity at the Point of Delivery, after accounting for any appropriate FL&U. Nominated Imbalance Quantities may be Nominated by the Shipper at any time in anticipation of a prospective imbalance or to resolve an imbalance which occurred previously. Nominated Imbalance Quantities will be scheduled and confirmed in accordance with the provisions of Section 6 of these General Terms and Conditions.
- 1.42 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective transportation or pooling transaction under an executed service agreement and submitted to Transporter.
- (a) Valid Nomination is a data set which contains the mandatory data elements included in the NAESB Standards related to Nominations and any appropriate business conditional or mutually agreeable data elements, which is consistent with the provisions of the Shipper's service agreement, and which has been delivered to Transporter, or to Transporter via Electronic Communication, or when agreed to by Transporter, by facsimile. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in NAESB Standard 1.4.1.
- 1.43 "Nominating Party" shall mean a Shipper or such Shipper's designee authorized to submit Nominations to Transporter pursuant to Shipper's executed service agreements.
- 1.44 "Overrun Capacity" shall mean capacity other than Primary Capacity, Flow Path Secondary and/or Secondary Capacity on any portion of the Receipt-to-Delivery Flow Path as required under a firm transportation service agreement when Shipper Nominates for Transportation Service in excess of Shipper's contractual entitlements.

- 1.45 "Overrun Gas" shall mean the following:
- (a) Shipper may Nominate and Tender and Transporter may confirm and receive quantities in excess of Shipper's MDQ on a segment. Such quantities shall be considered as Overrun Gas and transported on an interruptible basis.
 - (b) In total, Shipper may nominate and Tender and Transporter may confirm and receive quantities pursuant to Segmentation transactions which exceed Shipper's MDQ. The quantity of capacity usage on any Segment which exceeds Shipper's MDQ shall be considered as Overrun Gas and shall be invoiced at the applicable maximum overrun rate.
- 1.46 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requestor's option to differentiate between discreet business transactions. (NAESB WGQ Standard No. 1.2.5) When used, Package ID should be:
(a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchase); and (d) mutually agreed for Transport invoicing. (NAESB WGQ Standard No. 1.3.24) Package ID is not required for transportation invoicing. Use of the Package ID is at the discretion of the service requestor, and if sent, should be accepted and processed by the service provider. (NAESB WGQ Standard No. 1.3.25)
- 1.47 "Party" or "Parties" shall mean either Shipper or Transporter.
- 1.47A "Park" shall mean acceptance by Transporter of quantities of Gas Tendered by Shipper for Delivery at a later date pursuant to Rate Schedule PAL.
- 1.48 "Piceance Expansion" shall mean the expansion of the Piceance Basin Lateral certificated in Docket No. CP08-403-000.
- 1.49 "Point(s) of Delivery" shall mean the physical or logical point(s) (including Pool(s)) where Transporter Tenders Gas to Shipper or for Shipper's account.
- 1.50 "Point of Delivery Quantity" shall mean the quantity of Gas specified for Delivery to Shipper at a specific Point of Delivery under the agreement.
- 1.51 "Point(s) of Receipt" shall mean the physical or logical point(s) (including Pools) where Transporter receives Gas for the account of a Shipper for transportation.
- 1.52 "Point of Receipt Quantity" shall mean the quantity of Gas specified for receipt by Transporter at a specific Point of Receipt under the Agreement.
- 1.53 "Pool" shall mean a physical or logical point determined by Transporter at which supplies may be aggregated and disaggregated. Pool(s) are not valid Point(s) of Receipt or Delivery for determination of Primary Point(s), Capacity Scheduling or for Capacity Release.

- 1.54 "Pooler" shall mean that party holding an executed Pooling service agreement under this Tariff and on whose behalf Gas is being aggregated at a Pool. For purpose of Nominations, the term "Pooler" is synonymous with "Shipper".
- 1.55 "Pooling" shall mean the aggregation of multiple sources of supply to a single quantity and the disaggregation of such quantity to multiple markets or market contracts. "Headstation Pooling" shall mean the aggregation of supplies from one or more physical or logical Point(s) of Receipt to a designated Pool and the disaggregation of such aggregated quantities to one or more Transportation Service Agreement(s).
- 1.56 "Pooling Area" shall mean the area implied by the designation of various Segments and related to a specific Pool. Transporter's Pooling Area(s) and the Point(s) of Receipt and the related Headstation Pooling point(s) shall be posted on Transporter's electronic bulletin board.
- 1.57 "Powder River Lateral" shall mean that portion of Transporter's capacity, including all Point(s) of Receipt beginning at Transporter's interconnect with MIGC, Inc. located in Section 34, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southward to the outlet of the WIC-Laramie Jumper Station in Section 21, Township 17 North, Range 76 West, Albany County, Wyoming.
- 1.58 "Primary Capacity" shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm transportation service agreement. On any pipeline segment, Primary Capacity is limited by the Primary Point(s) of Receipt Quantity upstream of such segment and the Primary Point(s) of Delivery Quantity downstream of such segment, whichever is less.
- 1.59 "Primary Point(s)" shall mean those Point(s) of Receipt and Delivery where Shipper is entitled to firm service.
- 1.60 "Quick Response" shall mean the preliminary response record generated by Transporter and made available to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.2.
- 1.61 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) is the lowest.

- 1.61A "Rate Default" - For index-based capacity release transactions, Rate Default is the term used to describe the non-biddable rate specified in the capacity release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default.
- 1.61B "Rate Floor" – Rate Floor is the term used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be less than Transporter's minimum reservation rate or zero cents when there is no stated minimum reservation rate.
- 1.62 "Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Point of Receipt to and through a Point of Delivery. Furthermore, "Primary Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Primary Point of Receipt to and through a Primary Point of Delivery. The authorized direction of flow shall be from the Primary Point of Receipt to the Primary Point of Delivery.
- 1.63 "Receipt Quantities" shall mean all quantities of Gas received by Transporter at the Point(s) of Receipt for the account of Shipper for Transportation Service.
- 1.64 "Releasing Shipper" is any Shipper who has a transportation service agreement under Rate Schedule FT who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.65 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.66 "Replacement Capacity Agreement" is an agreement between Transporter and the Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Section 9 of these General Terms and Conditions.
- 1.67 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.
- 1.68 "Request for Confirmation" shall mean the information provided via EDM which conforms to the Data Dictionary standards as set forth in NAESB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communication of a Confirmation Response. (See definition of Confirmation in this Section.)

- 1.69 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can transport, based on a Shipper's Nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Gas Day subject to Transporter's available transportation system capacity. Such quantities shall be determined pursuant to the provisions of Section 6 of these General Terms and Conditions and are subject to final Confirmation. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in NAESB Standard 1.4.5.
- 1.70 "Secondary Capacity" shall mean capacity other than Primary Capacity or Flow Path Secondary Capacity under a firm transportation service agreement when Shipper Nominates at Secondary Points which lie outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.71 "Secondary Point(s)" shall mean those Points of Receipt and Delivery which are not specified in the firm transportation service agreement as Primary Points. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.
- 1.72 "Secondary Point of Delivery" shall mean a Point of Delivery which is not specified in the firm transportation service agreement as Primary Point(s) of Delivery and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.73 "Secondary Point of Receipt" shall mean a Point of Receipt which is not specified in the firm transportation service agreement as Primary Point(s) of Receipt and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.74 "Segment" shall mean a discrete portion of Transporter's pipeline system between two specific locations. Transporter shall evaluate the operating capacity of the Segment against the capacity requested for Transportation Service(s) by Shippers. In the event the requested capacity exceeds the Segment operating capacity, Transporter will follow the procedures specified in General Terms and Conditions Section 6 to reduce the transportation requests to the Segment operating capacity.
- 1.74A "Segmentation" shall refer to the ability of a Shipper holding a contract for firm transportation capacity to subdivide such capacity into Segments and to use those Segments for different capacity transactions. Segmentation may be effected by the Shipper by designating a number of discrete Transportation combinations (Points of Receipt to Points of Delivery), each of which being equal to or less than Shipper's Primary Capacity for that pipeline segment. The applicability and prerequisites for Segmentation are described in Section 8.1 of the General Terms and Conditions.

- 1.75 "Segmentation Point(s) shall mean any non-Primary Point of Receipt or Point of Delivery identified on a Segmentation transaction. All Segmentation Point(s) which lie within the Shipper's Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary for Nominated quantities up to Shipper's Segment entitlement. Segmentation Points of Receipt and/or Delivery which lie outside of the Primary Receipt-to-Delivery Flow Path are considered Secondary for scheduling. Nothing in this section shall preclude Shipper from acquiring Primary Point rights at Segmentation Point(s) and using such capacity on a Primary Capacity scheduling priority basis.
- 1.76 "Shipper" shall mean that Party on whose behalf Gas is being transported.
- 1.77 "Standard Quantity" for Nominations, Confirmations and scheduling shall mean Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. (NAESB WGQ Standard No. 1.3.14)
- 1.78 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's transportation service agreement.
- 1.79 "Thermal Content" when applied to any volume of Gas shall mean the aggregate number of Btu's contained in such volume. The Thermal Content shall be determined by multiplying the volume of Gas in cubic feet by the Gross Heating Value of the Gas.
- 1.80 "Transportation Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper to Transporter at the Point(s) of Receipt, the transportation and Delivery of an equivalent quantity of Gas (minus FL&U Adjustment and any quantities vented pursuant to Section 3.3 hereof) to Shipper either directly, by displacement, or otherwise at the Point(s) of Delivery.
- 1.81 "Transporter" shall mean Wyoming Interstate Company, L.L.C., a limited liability company under the laws of the State of Colorado.
- 1.82 "Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Transporter for Nomination, pursuant to Section 6 hereof.
- 1.83 "Upstream Party" shall mean the entity (name or identifying number) Tendering Gas to Transporter at a designated location as identified by a Shipper's Nomination.