



May 31, 2019

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Agreement Update;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP19-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A for inclusion in WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff").

Proposed with an effective date of July 1, 2019, these tariff records update WIC's Tariff to reflect an amendment to an existing Rate Schedule Firm Daily Balancing Service ("FDBS") agreement ("Agreement") executed between WIC and Cheyenne Light, Fuel and Power Company ("CLFP"). The amended CLFP agreement is submitted for the Commission's review and acceptance and the representative tariff records are modified, as applicable.

### **Background**

On December 5, 2017, WIC proposed to incorporate Agreement No. 213585-FDBSWIC executed with CLFP into its Tariff. This agreement reflected a negotiated rate as well as certain non-conforming provisions that deviated from the Form of Service Agreement applicable to Rate Schedule FDBS ("Pro Forma") as shown in WIC's Tariff. The Commission issued an order accepting WIC's filing on December 28, 2017.<sup>1</sup>

On April 24, 2019, WIC posted a binding open season seeking interest in up to 40,000 dekatherms ("dth") of additional FDBS capacity on its Medicine Bow Lateral. As noted in the open season, the additional FDBS capacity would be created by installing expansion facilities and the recommended term for such

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<sup>1</sup> *Wyoming Interstate Co.*, Docket No. RP18-235-000 (Dec. 28, 2017) (unpublished letter order).

capacity was fifteen years from the in-service of the facilities. At the conclusion of the open season, CLFP was awarded 11,850 dth of the capacity for a fifteen year period. As a result, WIC and CLFP executed an amendment to Agreement No. 213585-FDBSWIC (“Amendment”) that modifies certain existing non-conforming provisions and includes additional negotiated rates applicable to certain time periods. Therefore, pursuant to Section 154.112(b) of the Commission's regulations and the Commission's policy statement regarding negotiated rates,<sup>2</sup> WIC is submitting the CLFP Amendment for the Commission's review and acceptance.

### **Description of Agreement**

As described below, the CLFP Amendment contains non-conforming provisions that are not included in the Pro Forma. These provisions address the construction of facilities, the commencement date, and carbon emissions costs.

#### *Construction of Facilities*

Paragraph 5 of the Pro Forma includes certain provisions that may be reflected in an agreement when service involves the construction of facilities. These provisions state that WIC's obligations under the agreement are subject to specific conditions such as the receipt and acceptance by WIC of a Commission certificate for the additional facilities.

In this Amendment, WIC and CLFP have updated Paragraph 5 to include a provision that WIC's obligations under the Amendment are subject to the successful acquisition of the additional FDBS capacity by CLFP in an open season. As noted above, CLFP has fulfilled this obligation. Paragraph 5 also includes a provision regarding the construction of certain facilities including a mainline valve with back pressure assembly on Line No. 29B at the Spearpoint Meter Station located in Weld County, Colorado.<sup>3</sup> While these modifications are different from WIC's Pro Forma, the additions simply clarify the arrangement between WIC and CLFP for the service that will be provided and do not give CLFP any undue preference.<sup>4</sup>

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<sup>2</sup> *Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996); *Natural Gas Pipeline Negotiated Rate Policies and Practices*, 104 FERC ¶ 61,134 (2003) (“Policy Statement”).

<sup>3</sup> In a related manner, the parties have included a phrase in Paragraph 12 of the Amendment to reiterate that the conditions to the obligations of WIC described in the Amendment will be satisfied. Though this language is included as part of the fill-in the-blank for Paragraph 12, WIC has marked the language in Appendix B out of an abundance of caution.

<sup>4</sup> The previously accepted non-conforming provisions and modifications have been extracted from Paragraph 5. As a result, the language conforms to the Pro Forma with the two exceptions noted above.

Paragraph 14 has been included in the Amendment to state that CLFP's obligations are subject to WIC completing the installation of the additional facilities on or before December 31, 2019. Only CLFP will have the right to waive this condition. Prior to CLFP exercising its rights under Paragraph 14, the parties will enter into good faith negotiations to determine any possible remedies. Given the limited nature of the construction related to this agreement, WIC submits that the inclusion of this provision merely provides the parties with the applicable timeline for completing the project. As such, WIC requests the Commission accept this non-conforming language as permissible.

#### *Term of Agreement*

Paragraph 10 of the Pro Forma includes a fill-in-the-blank provision for the term of the agreement. This provision allows for the inclusion of beginning and ending dates as well as for evergreen, contractual right-of-first-refusal ("contractual ROFR"), construction contingencies and/or termination language.

The CLFP Amendment includes a brief definition of the Commencement Date in Paragraph 10. Specifically, the Commencement Date will be the later of August 1, 2019 or the date the additional facilities are completed and ready for service. The additional capacity of 11,850 dth will be available for use by CLFP beginning on the Commencement Date. Though the inclusion of this provision has been marked as potentially non-conforming out of an abundance of caution,<sup>5</sup> WIC asserts that such provision is in general conformity with the purpose of Paragraph 10. Accordingly, WIC requests the Commission accept the language as permissible.

#### *Negotiated Rate*

Section 4.15 of the General Terms and Conditions allows WIC and a shipper to agree to a service rate that varies from the minimum-to-maximum range provided on the Tariff's Statement of Rates. Pursuant to that provision, WIC and CLFP have agreed to negotiated rates for the Amendment submitted herein.

As shown on Exhibit B of the CLFP Amendment, the capacity is subject to negotiated monthly reservation rates that increase over the term of the agreement: \$1.6729 per dth for the initial period,<sup>6</sup> \$2.4036 per dth beginning on the commencement date through January 31, 2033, and \$3.6369 per dth for the

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<sup>5</sup> See Appendix B.

<sup>6</sup> This initial negotiated rate was previously accepted by the Commission and will continue to apply from the begin date of this Amendment (i.e., July 1, 2019) through the day before the Commencement Date.

remaining term.<sup>7</sup> A negotiated commodity rate of \$0.0000 per dth will continue to apply, consistent with the previously accepted agreement. Each of the notes for the negotiated reservation rates includes a non-conforming provision that addresses the possibility that the Commission could authorize WIC to recover the cost of carbon emissions tax or other greenhouse gas assessments incurred by WIC only through WIC's Commission-approved recourse rates. Should such an authorization occur, the effect of a fixed negotiated reservation rate would immunize CLFP from any responsibility for those costs. In such an event, WIC and CLFP have agreed that the fixed negotiated reservation rate for service will be increased by the amount of WIC's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs. The Commission has previously accepted contract language proposing similar provisions.<sup>8</sup>

### **Tariff Provisions**

WIC is submitting the following tariff records pursuant to Section 154.112(b) and Subpart C of the Commission's regulations.

Part VII, Sections 15.0 through 15.2 are updated to display the clean copies of CLFP's Amendment. Additionally, WIC has included a marked version of the executed Amendment<sup>9</sup> in accordance with the Commission's regulations to indicate changes from the Pro Forma found in WIC's Tariff.

### **Procedural Matters**

Inasmuch as this filing is fully described herein, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2017) 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 filing package, which includes the following:

- a) a transmittal letter;
- b) Appendix A, a list of the proposed tariff records;
- c) Appendix B, a marked version of the CLFP Amendment;
- d) Appendix C, a copy of the executed CLFP Amendment; and

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<sup>7</sup> CLFP was awarded the additional capacity at a negotiated monthly reservation rate of \$3.6369 per dth. The monthly reservation rate of \$2.4036 is the average of the initial rate and the recently awarded rate due to the overlapping time periods.

<sup>8</sup> *Wyoming Interstate Co.*, Docket No. RP18-235-000 (Dec. 28, 2017) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP17-1069-000 (Oct. 27, 2017) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP16-872-000 (May 26, 2016 and Jul. 28, 2016) (unpublished letter orders); *Colorado Interstate Gas Co.*, Docket No. RP15-576-000 (March 19, 2015) (unpublished letter order); *El Paso Natural Gas Co.*, Docket No. RP13-662-000 (March 27, 2013) (unpublished letter order).

<sup>9</sup> See Appendix B.

- e) clean and marked versions of each tariff record in PDF format.

WIC respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective July 1, 2019, which is not less than 30 days following the date of this filing. With respect to any tariff records the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff records in to effect at the end of the suspension period.

Additionally, pursuant to 18 C.F.R. § 154.7(a)(7) (2018) 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  
WICRegulatoryAffairs@kindermorgan.com

Mr. Mark A. Minich  
Assistant General Counsel  
Wyoming Interstate Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (719) 520-4416  
Mark\_Minich@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 pipeline 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 31<sup>st</sup> day of May 2019.

\_\_\_\_\_  
/s/  
Francisco Tarin

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

## **Appendix A**

WYOMING INTERSTATE COMPANY, L.L.C.  
Non-Conforming Agreement Update

Third Revised Volume No. 2

Part VII: Non-Conforming Agreements

Section 15	Cheyenne Light, Fuel and Power #213585-FDBSWIC	Version 1.0.0
Section 15.1	CLFP #213585-FDBSWIC Exhibit A	Version 1.0.0
Section 15.2	CLFP #213585-FDBSWIC Exhibit B	Version 1.0.0



## **Appendix B**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**

(Shipper)

DATED: May 1, 2019

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

Dated: May 1, 2019

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CHEYENNE LIGHT, FUEL AND POWER COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
  - (iii) \_\_\_\_\_The construction of facilities including a mainline valve with back pressure assembly on Line 29B of WIC's Medicine Bow Lateral at Spearpoint meter station in Weld County, CO.
  - (iv) The successful acquisition of the additional Firm Daily Balancing Service capacity by Shipper in an Open Season conducted by Transporter.
6. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.
  7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
  8. **Negotiated Rate:** Yes  No

9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
20,000	July 1, 2019 through the day before the Commencement Date (as defined in ¶10)
31,850	Commencement Date through January 31, 2033
11,850	February 1, 2033 through the Expiration Date (as defined in ¶10)

10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: Fifteen (15) years following the  
Commencement Date ("Expiration Date")

For purposes of this Agreement, the Commencement Date shall be the later of August 1, 2019 or the date the additional facilities identified in Paragraph 5 are completed and ready for service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

Cheyenne Light, Fuel and Power Company (C/O Black Hills Energy)  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Gas Accounting

**All Notices:**

Black Hills Energy  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Harry Ono

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, and the conditions to the obligations of Transporter described in Paragraph 5, above, have been satisfied, it shall amend and restate the following agreement between the Parties: The Firm Daily Balancing Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213585-FDBSWIC, dated October 23, 2017.

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

14. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to Transporter completing the installation of the additional facilities described in Paragraph 5(iii) above on or before December 31, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition. Shipper shall enter into good faith negotiations with Transporter to determine any possible remedies prior to exercising its rights under this Paragraph 14.

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

**Transporter:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019

**Shipper:**

**CHEYENNE LIGHT, FUEL AND POWER  
COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019

**EXHIBIT A**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
(Shipper)

Dated: May 1, 2019

Shipper's Maximum Balancing Amount ("MBA"): (See ¶9.)  
Effective Dates: (See ¶9)

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
<b>49778 CLFP/WIC OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>		850
49167 CLFP/WIC HAPPY JACK DELIVERY		850
49168 CLFP/WIC OTTO ROAD DELIVERY		850
<b>AGGREGATE GROUP QUANTITY (Dth )</b>	See ¶9	

Notes:

- (1) Information regarding Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

**EXHIBIT B**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
(Shipper)

Dated: May 1, 2019

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges</i>
As listed on Exhibit A	See ¶9	(1a)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9, when Shipper's MBA increases to 31,850 Dth	(1b)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9 when Shipper's MBA decreases to 11,850 Dth	(1c)	(1d)	(2)

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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.
- (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) \$1.6729 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
- (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) \$2.4036 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

**EXHIBIT B**  
**(Cont.)**

Notes: (Cont.)

(1c) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6369 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1d) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.

(2) **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.



## **Appendix C**

**FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS**

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**

(Shipper)

DATED: May 1, 2019

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

Dated: May 1, 2019

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CHEYENNE LIGHT, FUEL AND POWER COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
  - (iii) The construction of facilities including a mainline valve with back pressure assembly on Line 29B of WIC's Medicine Bow Lateral at Spearpoint meter station in Weld County, CO.
  - (iv) The successful acquisition of the additional Firm Daily Balancing Service capacity by Shipper in an Open Season conducted by Transporter.
6. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.
  7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.
  8. **Negotiated Rate:** Yes  No

9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
20,000	July 1, 2019 through the day before the Commencement Date (as defined in ¶10)
31,850	Commencement Date through January 31, 2033
11,850	February 1, 2033 through the Expiration Date (as defined in ¶10)

10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
 Ending: Fifteen (15) years following the Commencement Date ("Expiration Date")

For purposes of this Agreement, the Commencement Date shall be the later of August 1, 2019 or the date the additional facilities identified in Paragraph 5 are completed and ready for service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

Cheyenne Light, Fuel and Power Company (C/O Black Hills Energy)  
 1102 East 1<sup>st</sup> Street  
 Papillion, NE 68046  
 Attn: Gas Accounting

**All Notices:**

Black Hills Energy  
 1102 East 1<sup>st</sup> Street  
 Papillion, NE 68046  
 Attn: Harry Ono

**To Transporter:**

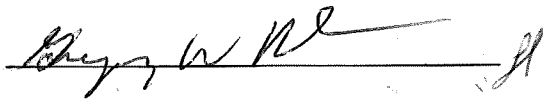
See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, and the conditions to the obligations of Transporter described in Paragraph 5, above, have been satisfied, it shall amend and restate the following agreement between the Parties: The Firm Daily Balancing Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213585-FDBSWIC, dated October 23, 2017.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
14. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to Transporter completing the installation of the additional facilities described in Paragraph 5(iii) above on or before December 31, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition. Shipper shall enter into good faith negotiations with Transporter to determine any possible remedies prior to exercising its rights under this Paragraph 14.

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

Transporter:

WYOMING INTERSTATE COMPANY, L.L.C.

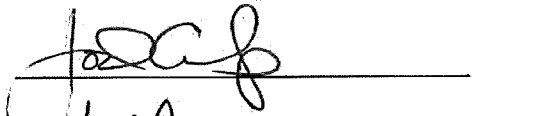
  
\_\_\_\_\_  
GREGORY W. RUBEN  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_

Accepted and agreed to this

2<sup>nd</sup> day of MAY, 2019

Shipper:

CHEYENNE LIGHT, FUEL AND POWER  
COMPANY

  
\_\_\_\_\_  
Jodi Culp  
\_\_\_\_\_  
VP - Gas Asset Optimization  
\_\_\_\_\_

Accepted and agreed to this

30<sup>th</sup> day of April, 2019

**EXHIBIT A**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between  
**WYOMING INTERSTATE COMPANY, L.L.C.**  
and  
**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
(Shipper)

Dated: May 1, 2019

Shipper's Maximum Balancing Amount ("MBA"): (See ¶9.)  
Effective Dates: (See ¶9)

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
<b>49778 CLFP/WIC OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>		850
49167 CLFP/WIC HAPPY JACK DELIVERY		850
49168 CLFP/WIC OTTO ROAD DELIVERY		850
<b>AGGREGATE GROUP QUANTITY (Dth )</b>	See ¶9	

Notes:

- (1) Information regarding Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

**EXHIBIT B**  
to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between

**WYOMING INTERSTATE COMPANY, L.L.C.**  
and

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
(Shipper)

Dated: May 1, 2019

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges</i>
As listed on Exhibit A	See ¶9	(1a)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9, when Shipper's MBA increases to 31,850 Dth	(1b)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9 when Shipper's MBA decreases to 11,850 Dth	(1c)	(1d)	(2)

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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.
- (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) \$1.6729 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
- (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) \$2.4036 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

**EXHIBIT B**  
**(Cont.)**

Notes: (Cont.)

- (1c) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6369 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
- (1d) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.
- (2) **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.



## **Clean Tariff Sections**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
(Shipper)

DATED: May 1, 2019

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

DATED: May 1, 2019

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CHEYENNE LIGHT, FUEL AND POWER COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities. As well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
  - (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.
  - (iii) The construction of facilities including a mainline valve with back pressure assembly on Line 29B of WIC's Medicine Bow Lateral at Spearpoint meter station in Weld County, CO.
  - (iv) The successful acquisition of the additional Firm Daily Balancing Service capacity by Shipper in an Open Season conducted by Transporter.
6. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.
  7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

Agreement No. 213585-FDBSWIC

8. **Negotiated Rate:** Yes X No \_\_\_\_\_

9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
20,000	July 1, 2019 through the day before the Commencement Date (as defined in ¶10)
31,850	Commencement Date through January 31, 2033
11,850	February 1, 2033 through the Expiration Date (as defined in ¶10)

10. **Term of Firm Daily Balancing Service:** Beginning: February 1, 2018  
Ending: Fifteen (15) years following the  
Commencement Date ("Expiration Date")

For purposes of this Agreement, the Commencement Date shall be the later of August 1, 2019 or the date the additional facilities identified in Paragraph 5 are completed and ready for service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

Cheyenne Light, Fuel and Power Company (C/O Black Hills Energy)  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Gas Accounting

**All Notices:**

Black Hills Energy  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Harry Ono

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, and the conditions to the obligations of Transporter described in Paragraph 5, above, have been satisfied, it shall amend and restate the following agreement between the Parties: The Firm Daily Balancing Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213585-FDBSWIC, dated October 23, 2017.

Agreement No. 213585-FDBSWIC

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
14. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to Transporter completing the installation of the additional facilities described in Paragraph 5(iii) above on or before December 31, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition. Shipper shall enter into good faith negotiations with Transporter to determine any possible remedies prior to exercising its rights under this Paragraph 14.

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

**Transporter:**

**Shipper:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_ day of \_\_\_\_\_, 2019.

Agreement No. 213585-FDBSWIC

**EXHIBIT A**  
 to  
**FIRM DAILY BALANCING SERVICE AGREEMENT**  
**RATE SCHEDULE FDBS**

between

**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
 (Shipper)

Dated: May 1, 2019

Shipper's Maximum Balancing Amount ("MBA"): (See ¶9.)  
 Effective Dates: (See ¶9)

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
<b>49778 CLFP/WIC OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>		850
49167 CLFP/WIC HAPPY JACK DELIVERY		850
49168 CLFP/WIC OTTO ROAD DELIVERY		850
<b>AGGREGATE GROUP QUANTITY (Dth )</b>	See ¶9	

Notes:

- (1) Information regarding Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1

Agreement No. 213585-FDBSWIC

**EXHIBIT B**  
 to  
 FIRM DAILY BALANCING SERVICE AGREEMENT  
 RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
 (Shipper)

Dated: May 1, 2019

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges</i>
As listed on Exhibit A	See ¶9	(1a)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9, when Shipper's MBA increases to 31,850 Dth	(1b)	(1d)	(2)
As listed on Exhibit A	On that date described in ¶9 when Shipper's MBA decreases to 11,850 Dth	(1c)	(1d)	(2)

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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.
- (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) \$1.6729 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.
- (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) \$2.4036 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates,

then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1c) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6369 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1d) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.

(2) **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.

Ex. B-1



## **Marked Tariff Sections**

FIRM DAILY BALANCING SERVICE AGREEMENT  
RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**

and

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
(Shipper)

DATED: ~~October 23, 2017~~ May 1, 2019

**Firm Daily Balancing Service Agreement**  
Rate Schedule FDBS

DATED: ~~October 23, 2017~~ May 1, 2019

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

1. **Transporter: WYOMING INTERSTATE COMPANY, L.L.C.**
2. **Shipper: CHEYENNE LIGHT, FUEL AND POWER COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Third Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Firm Daily Balancing Service:** Firm service that provides for the daily balancing of flow variations between the daily scheduled quantities and the daily flowing gas quantities at the Qualified Point(s) of Delivery set forth on Exhibit A.

The parties recognize that Transporter must construct additional facilities in order to provide Firm Daily Balancing Service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities. As well as the receipt by Transporter of all other necessary regulatory approvals, permits, and other authorizations for the ~~FDBS service and the~~ additional facilities in form and substance satisfactory to Transporter in its sole discretion.
- (ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities. ~~The construction of facilities including flow control valves and associated instrumentation and communications equipment and two new delivery meter stations on WIC's Medicine Bow Lateral west of the city of Cheyenne, Wyoming.~~
- (iii) The construction of facilities including a mainline valve with back pressure assembly on Line 29B of WIC's Medicine Bow Lateral at Spearpoint meter station in Weld County, CO.
- (iv) The successful acquisition of the additional Firm Daily Balancing Service capacity by Shipper in an Open Season conducted by Transporter.

6. **Rates and Surcharges:** As set forth in Exhibit B. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.

7. Exhibits A and B, attached to this Agreement, are hereby incorporated by reference as part of this Agreement.

[Agreement No. 213585-FDBSWIC](#)

8. **Negotiated Rate:** Yes X No \_\_\_\_\_

Agreement No. 213585-FDBSWIC

9. **Maximum Balancing Amount ("MBA"):**

<b>MBA (Dth)</b>	<b>Effective</b>
20,000	<del>The date the facilities required for the FDBS are completed and ready for service and WIC is authorized to commence the FDBS (the "Commencement Date").</del> <u>July 1, 2019 through the day before the Commencement Date (as defined in ¶10)</u>
<u>31,850</u>	<u>Commencement Date through January 31, 2033</u>
<u>11,850</u>	<u>February 1, 2033 through the Expiration Date (as defined in ¶10)</u>

10. **Term of Firm Daily Balancing Service:** Beginning: ~~Commencement Date~~ February 1, 2018  
Ending: Fifteen (15) years following the  
Commencement Date ("Expiration Date")

For purposes of this Agreement, the Commencement Date shall be the later of August 1, 2019 or the date the additional facilities identified in Paragraph 5 are completed and ready for service.

A contractual right of first refusal shall apply to this Agreement, pursuant to Section 4.10 of the General Terms and Conditions of the Tariff.

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

**To Shipper:**

**Invoices:**

Cheyenne Light, Fuel and Power Company (C/O Black Hills Energy)  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Gas Accounting

**All Notices:**

Black Hills Energy  
1102 East 1<sup>st</sup> Street  
Papillion, NE 68046  
Attn: Harry Ono

**To Transporter:**

See "Points of Contact" in this Tariff.

12. **Effect on Prior Agreement(s):** When this Agreement becomes effective, and the conditions to the obligations of Transporter described in Paragraph 5, above, have been satisfied, it shall amend and restate the following agreement between the Parties: The Firm Daily Balancing Service Agreement between Transporter and Shipper, referred to as Transporter's Agreement No. 213585-FDBSWIC, dated October 23, 2017. N/A.

Agreement No. 213585-FDBSWIC

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
14. **Conditions to Obligations of Shipper:** The obligations of Shipper hereunder are subject to Transporter completing the installation of the additional facilities described in Paragraph 5(iii) above on or before December 31, 2019, which condition is solely for the benefit of Shipper and only Shipper shall have the right to waive such condition. Shipper shall enter into good faith negotiations with Transporter to determine any possible remedies prior to exercising its rights under this Paragraph 14.

Agreement No. ~~213585-FDBSWIC~~

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

**Transporter:**

**WYOMING INTERSTATE COMPANY, L.L.C.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

| \_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~.

**Shipper:**

**CHEYENNE LIGHT, FUEL AND POWER COMPANY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~.

Agreement No. 213585-FDBSWIC

**EXHIBIT A**  
 to  
 FIRM DAILY BALANCING SERVICE AGREEMENT  
 RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
 (Shipper)

Dated: ~~October 23, 2017~~ May 1, 2019

Shipper's Maximum Balancing Amount ("MBA"): (See ¶19.)  
 Effective Dates: (See ¶19)

<i>Primary Point(s) of Delivery (1)</i>	<i>Primary Point(s) of Delivery Quantity (3)</i>	<i>Maximum Delivery Pressure (p.s.i.g.) (4)</i>
<b>49778 CLFP/WIC OTTO-JACK DELIVERY AGGREGATE GROUP (2)</b>		850
49167 CLFP/WIC HAPPY JACK DELIVERY		850
49168 CLFP/WIC OTTO ROAD DELIVERY		850
<b>AGGREGATE GROUP QUANTITY (Dth )</b>	<b>20,000</b>	<b>See ¶19</b>

Notes:

- (1) Information regarding Point(s) of Delivery, including legal descriptions, measuring Parties, and interconnecting Parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Aggregate Group designations are provided pursuant to Section 2.6 of Rate Schedule FDBS.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MBA.
- (4) Pressure conditions shall be in accordance with Section 5.5 of the General Terms and Conditions of the Tariff.

Ex. A-1



Agreement No. 213585-FDBSWIC

**EXHIBIT B**  
 to  
 FIRM DAILY BALANCING SERVICE AGREEMENT  
 RATE SCHEDULE FDBS

between

**WYOMING INTERSTATE COMPANY, L.L.C.**  
 and  
**CHEYENNE LIGHT, FUEL AND POWER COMPANY**  
 (Shipper)

Dated: ~~October 23, 2017~~ May 1, 2019

<i>Primary Point(s) of Delivery</i>	<i>Effective Dates</i>	<i>Reservation Rate (1)</i>	<i>Commodity Rate (1)</i>	<i>Surcharges</i>
As listed on Exhibit A	See ¶9	(1a)	(1d)	(2)
<u>As listed on Exhibit A</u>	<u>On that date described in ¶9, when Shipper's MBA increases to 31,850 Dth</u>	<u>(1b)</u>	<u>(1d)</u>	<u>(2)</u>
<u>As listed on Exhibit A</u>	<u>On that date described in ¶9 when Shipper's MBA decreases to 11,850 Dth</u>	<u>(1c)</u>	<u>(1d)</u>	<u>(2)</u>

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 FDBS or other superseding Rate Schedules, as such rates may be changed from time to time. Reservation rate(s) shall be payable regardless of quantities Banked or Drawn.

(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) \$1.6729 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(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) \$2.4036 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates,

then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1c) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.6369 per Dth per Month, which shall be payable regardless of quantities Banked or Drawn. If, during the term of this Agreement, FERC approves the recovery by Transporter of the cost of any carbon emissions tax or other greenhouse gas assessment that is incurred by Transporter, but that recovery is only permitted through Transporter's FERC-approved recourse rates, then the negotiated fixed monthly reservation rate applicable to Shipper will be increased by the amount of Transporter's maximum reservation rate under Rate Schedule FDBS that is attributable to such costs.

(1db) As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.0000 per Dth.

(2) **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.

Ex. B-1