



May 31, 2019

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Billing and Payment 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 record listed below for inclusion in WIC's FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff"):

Part IV: GT&C Section 12 Billing and Payment Version 6.0.0

Proposed with an effective date of July 1, 2019, this tariff record proposes to include a tolerance for *de minimis* interest amounts associated with overdue invoices.

Reason for Filing

General Terms and Conditions ("GT&C") Section 12 of WIC's Tariff identifies the timing applicable to payments by customers. In the event a shipper does not submit payment of their invoice timely, a late charge on the unpaid balance accrues at the Commission-approved interest rate from the payment due date to the date of actual payment.

On invoices for smaller amounts or when payment is received following a minor delay, the late charge amounts can be minimal. Though minimal, such interest amounts can result in an administrative burden for shippers as well as for WIC. As a result, WIC is proposing to update GT&C Section 12 to include a tolerance for late charge amounts less than \$10. Therefore, if a customer incurs a late charge that accrues to less than \$10, WIC would not invoice the customer for payment on that late charge amount. As such, the late charge would not be reflected on the shipper's account. Accordingly, WIC will continue to maintain its reasonable billing practices and assess late charges (as necessary) when such charges exceed the proposed tolerance level. However, the tolerance level will

relieve administrative burden and allow the parties to focus on more essential commercial discussions without the need to address *de minimis* late charge amounts.

Description of Filing

This filing is being made in accordance with the provisions of Subpart C of Part 154 of the Commission's regulations and is proposing revisions to certain tariff provisions, as described below.

WIC is proposing to update the billing and payment procedures found in Part IV, Section 12¹ by including a provision for a \$10 tolerance level for late charge amounts.

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 or costs as a result of this tariff filing.
- b) WIC is not aware of any other filing pending with the Commission that may significantly affect this filing.

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) (2018) 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; and
- b) clean and marked versions 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 July 1, 2019, which is not less than 30 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 in to effect at the end of the suspension period.

¹ The proposed tariff record also reflects minor housekeeping changes to capitalize terms defined in WIC's Tariff (e.g., Month).

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
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WICRegulatoryAffairs @kindermorgan.com

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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 31st day of May 2019.

/s/

Francisco Tarin

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

12. BILLING AND PAYMENT

- 12.1 Billing. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 12 to Shipper an invoice for the total payment due hereunder for Transportation Service during the preceding Month. Invoices shall be deemed Rendered when Transporter posts notification on its electronic bulletin board that invoices are final. Shipper may also access their invoice on the interactive web site or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable service agreement.
- (a) A Shipper may request a complimentary e-mail notification of posting of the invoice on the electronic bulletin board, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
 - (b) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the Month to be effective for the next billing cycle.
 - (c) Transporter shall accompany such invoice with a schedule showing the quantities of Gas (in Dth) received and Delivered and constituting a thermal balance (including FL&U, Gas vented, and any imbalance under Section 10 hereof). Should Transporter be unable to furnish a statement of actual quantities by the ninth (9th) Business Day of any Month, Transporter may furnish an estimated statement and make appropriate adjustments in the statement Rendered for the next succeeding Month.
 - (d) It is Transporter's intent to comply with the standards published by the North American Energy Standards Board ("NAESB"). The NAESB Standards related to this Billing and Payment section are incorporated by reference in Section 1.31, except for the following NAESB Standards incorporated verbatim:
 - 3.3.14 The imbalance statement should be Rendered prior to or with the invoice, and the transportation invoice should be Rendered on or before the 9th Business Day after the end of the production Month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

12.1 Billing
 (d) (continued)

- 3.3.15 Prior period adjustment time limits should be 6 Months from the date of the initial transportation invoice and 7 Months from date of initial sales invoice with a 3-Month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.
- 3.3.17 Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.
- 3.3.19 If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.

Transporter hereby incorporates the requirements of above sections into this Billing and Payment section.

When information necessary for billing purposes is in the control of a Shipper, Shipper shall furnish such information to Transporter on or before the fifth (5th) Business Day of the Month with respect to Deliveries of Gas during the previous Month. Information received after this deadline may not be included in the monthly allocation process.

12.2 Payment and Late Charge

- (a) **Payment.** Each Shipper shall pay Transporter in immediately available funds, at its general office or at such other address as Transporter shall designate, within 10 days of receipt of the invoice for the preceding month. Unless otherwise specified in an applicable Tariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB WGQ Standard No. 3.2.1) should be the first Business Day following the due date. (NAESB WGQ Standard No. 3.3.25) Payment received from Shipper shall be accompanied by a payment remittance statement setting forth the total payment and amount of payment to apply to late charges pursuant to Section 12.2(b) and each outstanding invoice by invoice number. Subject to Section 12.2(b), Transporter shall apply payment per the payment remittance statement. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. Any invoice Rendered or furnished via email or other methods described in Section 12 by Transporter which is received by Shipper after the (9th) Business Day of the Month shall not extend the time of payment of such invoice unless Transporter is responsible for such delay.
- (b) **Late Charge.** Should Shipper fail to pay all of the amount of any invoice when same is due, interest on the unpaid balance shall accrue at the Commission-approved interest rate from the due date of payment to the date of actual payment. If such failure to pay continues for 30 Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may suspend Transportation Service or Firm Daily Balancing Service for Shipper until such amount is paid. If Shipper, in good faith, disputes the amount of any such invoice, Shipper shall nevertheless pay to Transporter the amount of such invoice. In the event a late charge accrues to an amount less than \$10, Transporter will not invoice the late charge amount and such charge shall not be reflected on Shipper's account. Any invoice Rendered or furnished via email or other methods described in Section 12 by Transporter which is received by Shipper after the (9th) Business Day of the Month shall not extend the time of payment of such invoice unless Transporter is responsible for such delay.

- 12.3 **Estimates.** At the request of either Party, the other Party will furnish an estimate by the 10th Day of each Month of billing and payment data applicable to the preceding Month.

- 12.4 Corrections. The time period for corrections to invoice or statement data shall be six (6) months from the date of the initial invoice or statement with a three (3) month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation. If there is a deliberate omission or misrepresentation of fact, there will be no time limit for correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoicing error unless the Party gives notice thereof within twenty-four (24) Months after the error is committed.

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