



September 29, 2021

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

Attention: Ms. Kimberly D. Bose, Secretary

Re: Negotiated Rate Agreement;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP21-

Commissioners:

Wyoming Interstate Company, L.L.C. ("WIC") hereby tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the following tariff record for inclusion in Part II of WIC's Third Revised Volume No. 2 FERC Gas Tariff ("Tariff"):

Section 4.3 Citadel Energy Marketing LLC #218314-FTWIC Version 3.0.0

Proposed with an effective date of November 1, 2021, this tariff record updates WIC's Statement of Negotiated Rates in its Tariff to reflect a new negotiated rate transportation service agreement ("TSA") executed between WIC and Citadel Energy Marketing LLC ("Citadel").

### **Reason for Filing**

Section 4.15 of the General Terms and Conditions ("GT&C") of the Tariff allows WIC and a shipper to agree to a service rate that varies from the minimum-to-maximum range provided on the Statement of Rates. Recently, WIC and Citadel entered into negotiations to extend the term of an existing TSA for transportation service on WIC's mainline (i.e., Agreement No. 217620-FTWIC) ("Mainline TSA"). As part of those negotiations, the parties agreed to combine the Mainline TSA with another existing TSA that currently provides transportation on the Piceance Lateral (i.e., Agreement No. 217883-FTPWIC) ("Piceance TSA"). The combination of the Mainline TSA and the Piceance TSA formed a new TSA that will be subject to a negotiated rate for Rate Schedule FT service from Rio Blanco (PIN 896062), a receipt point located on the Piceance Lateral, to Overthrust/WIC (PIN 800528), WIC's interconnection with Dominion Energy Overthrust Pipeline, LLC (referred to herein as the "Citadel TSA"). The Citadel TSA has a term beginning on November 1, 2021 and ending March 31, 2025. The Citadel TSA reflects the same maximum delivery quantity as the original

TSA, at 190,000 Dth per day. Further, a negotiated reservation rate of \$3.0198 per Dth per month applies for the period November 1, 2021 through March 31, 2022 and a negotiated reservation rate of \$3.1938 per Dth per month applies for the period April 1, 2022 through March 31, 2025. These negotiated reservation rates are applicable to certain secondary receipt and delivery point combinations, as reflected in the Citadel TSA.

In accordance with the Commission's policy on the filing of negotiated rate agreements,<sup>1</sup> WIC is submitting a tariff record to reflect the applicable negotiated rate and certain contractual terms for the Citadel TSA, as more fully described below.

### **Description of Filing**

WIC is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2020) and Subpart C of Part 154 of the Commission's regulations.<sup>2</sup>

Part II, Section 4.2 reflects the negotiated rate and terms applicable to the Citadel TSA. The proposed tariff record includes the legal name of the shipper, the negotiated rate, the receipt and delivery points, the maximum delivery quantity, the applicable Rate Schedule for the service, and the term of service. Additionally, consistent with the Commission's policy, WIC has included a statement on the proposed tariff record to note that the underlying agreement conforms in all material respects with WIC's Rate Schedule FT pro forma service agreement.

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<sup>1</sup> See *Natural Gas Pipeline Negotiated Rate Policies and Practices; Modification of Negotiated Rate Policy*, 104 FERC ¶ 61,134, at PP 25-33 (2003), *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006), *reh'g dismissed and clarification denied*, 114 FERC ¶ 61,304 (2006). This policy requires pipelines, when implementing a negotiated rate TSA, to file either the TSA or a Statement of Rates tariff record identifying the transaction.

<sup>2</sup> 18 C.F.R. §§ 154.201 – 154.210 (2020) (Subpart C).

**Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>3</sup> 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 on November 1, 2021, consistent with the effective date of the TSA. With respect to any tariff record the Commission allows to go into effect without change, WIC hereby moves to place the tendered tariff record in to effect at the end of a minimal suspension period.

Correspondence and communications concerning this filing should be directed to:

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

Ms. Julia Forrester-Sellers  
Assistant General Counsel  
Wyoming Interstate Company, L.L.C.  
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Colorado Springs, CO 80944-1087  
Telephone: (719) 520-4513  
Julia\_Forrester-Sellers@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.203 (2020)).

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<sup>3</sup> 18 C.F.R. §§ 154.101 – 154.603 (2020).

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 29<sup>th</sup> day of September 2021.

/s/

Francisco Tarin

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

Statement of Negotiated Rates  
 (Rates per Dth/day)

Rate Schedule FT Shipper Identification	Term of Service	MDQ (Dth/d)	Reservation Rate 1/ 4/	Commodity Rate 4/	Primary Receipt Point(s)	Primary Delivery Point(s)
Citadel Energy Marketing LLC #218314-FTWIC						
	11/1/2021 – 3/31/2022	190,000	1a/	1/	896062 RIO BLANCO	800528 OVERTHRUST/ WIC SWE
	4/1/2022 – 3/31/2025	190,000	1b/	1/	896062 RIO BLANCO	800528 OVERTHRUST/ WIC SWE
	11/1/2021 – 3/31/2022		1a/	1/	Secondary Receipt	Secondary Delivery
	4/1/2022 – 3/31/2025		1b/	1/	Point(s)	Point(s)
					47968 WALCOTT JUNCTION	47968 WALCOTT JUNCTION
					48646 SILO PLANT	48646 SILO PLANT
					800104 BOWIE	800104 BOWIE
					800115 BITTER CREEK	800115 BITTER CREEK
					800116 BAXTER TO WIC	800116 BAXTER TO WIC
					800212 DOVER METER ST	800212 DOVER METER ST
					800245 FLYING HAWK	800245 FLYING HAWK
					800336 KANDA TO WIC-QUES	800336 KANDA TO WIC-QUES
					800528 OVERTHRUST/ WIC	800528 OVERTHRUST/ WIC
					800561 PICEANCE JUNCTION	800561 PICEANCE JCTN
					800633 RED RIM	800633 RED RIM
					800666 RAWLINS TO WIC	800666 RAWLINS TO WIC
					800709 SWEETWATER	800709 SWEETWATER
					800716 THUNDER CHIEF	800716 THUNDER CHIEF
					800722 TRAPPERS LAKE	800722 TRAPPERS LAKE
					800760 WAMSUTTER TO WIC	800760 WAMSUTTER TO WIC
					800844 PICEANCE BASIN	800844 PICEANCE BASIN
					800899 WIC HEADSTATION	800899 WIC HEADSTATION
					801488 EAST MAINLINE	801488 EAST MAINLINE
					896002 DULLKNIFE METER	896002 DULLKNIFE METER
					896017 WAPITI	896017 WAPITI
					896018 LITTLE WOLF	896018 LITTLE WOLF
					896021 ROCKPORT	896021 ROCKPORT
					896026 OWL CREEK	896026 OWL CREEK
					896043 LOST CREEK WIC	896043 LOST CREEK WIC
					896054 CRESTON	896054 CRESTON
					896061 YELLOW JACKET PASS	896061 YELLOW JACKET
					896062 RIO BLANCO	896062 RIO BLANCO
					896084 SITTING BULL	896084 SITTING BULL
					896114 THREEMILE	896114 THREEMILE

1/ 1/ Any Receipt and Delivery Point combinations that do not pair a Primary or Secondary Receipt Point listed immediately above with a Primary or Secondary Delivery Point listed immediately above.

Notes:

- 1/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Reservation rate(s) shall be payable regardless of quantities transported.
- 1a/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.0198 per Dth per month, which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$3.1938 per Dth per month, which shall be payable regardless of quantities transported.
- 2/ Applicable FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
ACA:  
The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
- 4/ Quantities scheduled by Transporter from/to Primary, Secondary, and/or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as described on Transporter's electronic bulletin board and/or pursuant to Section 4.5 of the General Terms and Conditions of the Tariff.
- 5/ This contract does not deviate in any material aspect from the form of service agreement.

Statement of Negotiated Rates  
(Rates per Dth/day)

<u>Rate Schedule FT</u>	<u>Term of</u>	<u>MDQ</u>	<u>Reservation</u>	<u>Commodity</u>	<u>Primary Receipt</u>	<u>Primary Delivery</u>
<u>Shipper Identification</u>	<u>Service</u>	<u>(Dth/d)</u>	<u>Rate 1/ 4/</u>	<u>Rate 4/</u>	<u>Point(s)</u>	<u>Point(s)</u>
<u>Citadel Energy Marketing LLC</u>						
<u>#218314-FTWIC</u>						
	11/1/2021 – 3/31/2022	190,000	1a/	1/	896062 RIO BLANCO	800528 OVERTHRUST/ WIC SWE
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- 3/ Surcharges, If Applicable:  
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.  
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The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.
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- 5/ This contract does not deviate in any material aspect from the form of service agreement.

**Reserved for future use**