



September 30, 2025

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

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

Re: Negotiated Rate Agreement Update;  
Wyoming Interstate Company, L.L.C.;  
Docket No. RP25-

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 FERC Gas Tariff, Third Revised Volume No. 2 ("Tariff"):

Section 4.9 Black Hills Service Company, LLC #219874-FTWIC Version 4.0.0

Proposed with an effective date of November 1, 2025, this tariff record updates WIC's Statement of Negotiated Rates in its Tariff to reflect an amended negotiated rate transportation service agreement ("TSA") executed between WIC and Black Hills Service Company, LLC ("Black Hills").

### **Reason for Filing**

On November 30, 2022, WIC submitted a filing that included Agreement No. 219874-FTWIC executed with Black Hills ("November Filing"). With a term of December 1, 2022 through October 31, 2025, that TSA included a maximum delivery quantity of 28,150 dekatherms per day ("Dth/d") of firm transportation capacity on WIC's mainline at a fixed negotiated monthly reservation rate of \$0.9125 per dekatherm ("Dth") for primary transactions and certain secondary transactions. For secondary transactions that involved at least one point on WIC's mainline system as a secondary point and did not use both secondary points listed in the TSA, a negotiated rate of \$0.1000 per Dth per day plus the monthly negotiated reservation rate applied. The Commission issued an order accepting the November Filing on December 21, 2022.<sup>1</sup>

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<sup>1</sup> *Wyoming Interstate Co.*, Docket No. RP23-230-000 (Dec. 21, 2022) (unpublished letter order).

In light of a termination date of October 31, 2025, WIC and Black Hills entered into negotiations regarding Agreement No. 219874-FTWIC. Those negotiations resulted in the execution of an amendment to the TSA (“Amendment”) to reflect a term extension for five years and the same underlying negotiated rate for the primary points. For secondary transactions, the parties agreed to two new negotiated rates as shown on the attached proposed tariff record. In addition to the changes to the applicable negotiated rate for certain secondary points, the Amendment also reflects a new term beginning November 1, 2025 and extending through October 31, 2030. No other changes to the previous TSA have been made.

When implementing a negotiated rate TSA, the Commission’s policy requires pipelines to file either the TSA or a Statement of Rates tariff record identifying the transaction.<sup>2</sup> In accordance with this policy, WIC is submitting a revised tariff record to reflect the updated terms of the Amendment.

### **Description of Filing**

WIC is submitting the following tariff record pursuant to 18 C.F.R. § 154.112(b) (2025) and Subpart C of Part 154 of the Commission's regulations.<sup>3</sup>

Part II, Section 4.9 reflects the fixed negotiated rates and terms applicable to the Amendment. The proposed tariff record includes the legal name of the shipper, the negotiated rates, 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.

### **Procedural Matters**

In accordance with the applicable provisions of Part 154 of the Commission's regulations,<sup>4</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.

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<sup>2</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).

<sup>3</sup> 18 C.F.R. §§ 154.201 – 154.210 (2025) (Subpart C).

<sup>4</sup> 18 C.F.R. §§ 154.1 – 154.603 (2025).

WIC respectfully requests the Commission accept the tendered tariff record for filing and permit it to become effective on November 1, 2025, which is not less than thirty days nor more than sixty days following the date of this filing. 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 any minimal suspension period established by the Commission.

Correspondence and communications concerning this filing should be directed to:

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

Mr. David R. Cain  
Assistant General Counsel  
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Colorado Springs, CO 80944-1087  
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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 (2025)).

The undersigned hereby certifies that she has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of her knowledge and belief; and (iii) that she possesses full power and authority to sign this filing.

Respectfully submitted,

WYOMING INTERSTATE COMPANY, L.L.C.

By \_\_\_\_\_/s/\_\_\_\_\_  
Shelly L. Busby  
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on WIC's pipeline system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Regulations.

Dated at Colorado Springs, Colorado as of this 30<sup>th</sup> day of September 2025.

/s/

Shelly L. Busby

Post Office Box 1087  
Colorado Springs, CO 80944-1087  
(719) 520-4657

**Clean Tariff Section(s)**

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 Point(s) of Receipt	Primary Point(s) of Delivery
Black Hills Service Company, LLC #219874-FTWIC 2/ 3/ 5/	11/1/2025 – 10/31/2030	28,150	1a/	1/	56119 MEDBOW FDBS BH	800104 BOWIE WELD
					Secondary Point(s) of Receipt	Secondary Point(s) of Delivery
			1a/	1/	800104 BOWIE WELD	56119 MEDBOW FDBS BH
			1b/	1/	896029 THUNDER CREEK	56119 MEDBOW FDBS BH 800104 BOWIE WELD
			1c/	1/	Any Receipt and Delivery Point combinations using at least one Secondary Point that is not a combination of the Receipt and Delivery Points listed in the two tables immediately above in this Exhibit B.	

- 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) \$0.9125 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.1125 per Dth per Day in addition to the monthly Reservation Rate set forth in Footnote (1a) for Transporter's Mainline reservation rate to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points.
- 1c/ As provided in Section 4.15 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the: sum of (i) the higher of the negotiated rate stated in Note (1a) in this Exhibit B or the then existing applicable maximum reservation Mainline Rate, plus (ii) all other applicable maximum Incremental Reservation Rates as would be assessed under Note (1) of this Exhibit B and Rate Schedule FT of Transporter's Tariff, plus (iii) ninety percent (90) of the absolute value of the difference between the NGI Daily Gas Price Index for OPAL and the NGI Daily Gas Price Index for Cheyenne Hub, calculated each Day of the Month for the applicable transactions.

- 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.

**Marked Tariff Section(s)**



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 Point(s) of Receipt	Primary Point(s) of Delivery
Black Hills Service Company, LLC #219874-FTWIC 2/ 3/ 5/	12/1/2022 11/1/2025 – 10/31/2030 25		28,150	1a/	1/ 56119 MEDBOW FDBS BH	800104 BOWIE WELD
					Secondary Point(s) of Receipt	Secondary Point(s) of Delivery
Delivery			1a/	1/	800104 BOWIE WELD	56119 MEDBOW FDBS BH
			1b/	1/	896029 THUNDER CREEK	56119 MEDBOW FDBS BH 800104 BOWIE WELD
			1c/	1/	Any Receipt and Delivery Point combinations using at least one point on Transporter's Mainline as a Secondary Point that is not a combination of the Receipt and Delivery Points listed in the two tables does not use both Secondary Points listed immediately above in this Exhibit B.	

- 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) \$0.9125 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- 1b/ As provided in Section 4.15 of the General Terms & Conditions of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$0.1000 1125 per Dth per Day in addition to the monthly Reservation Rate set forth in Footnote (1a) for Transporter's Mainline reservation rate to be charged only on quantities of gas actually delivered by Transporter to Shipper (or for Shipper's account) at these points.
- 1c/ As provided in Section 4.15 of the GT&C of Transporter's Tariff, the parties agree to the following negotiated rate(s) of the: sum of (i) the higher of the negotiated rate stated in Note (1a) in this Exhibit B or the then existing applicable maximum reservation Mainline Rate, plus (ii) all other applicable maximum Incremental Reservation Rates as would be assessed under Note (1) of this Exhibit B and Rate Schedule FT of Transporter's Tariff, plus (iii)

ninety percent (90) of the absolute value of the difference between the NGI Daily Gas Price Index for OPAL and the NGI Daily Gas Price Index for Cheyenne Hub, calculated each Day of the Month for the applicable transactions.

- 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.