



East Cheyenne Gas Storage, LLC

March 26, 2024

Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: East Cheyenne Gas Storage, LLC
General Terms and Conditions ("GT&C") Section 13 Revision
Billings and Payments
Docket No. RP24-___-000

Dear Acting Secretary Reese:

Pursuant to Section 4 of the Natural Gas Act ("NGA")¹ and part 154 of the Federal Energy Regulatory Commission's ("Commission") regulations,² East Cheyenne Gas Storage, LLC ("East Cheyenne") hereby submits for filing to become part of its FERC Gas Tariff, First Revised Volume No. 1 ("Tariff") the following revised tariff record (the "Proposed Tariff Section") with a requested effective date of April 26, 2024:

<u>Section</u>	<u>Version</u>
GT&C Section 13 – Capacity Bidding and Evaluation Criteria	1.0.0

Pursuant to Part 154 of the Commission's regulations, the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Section in electronic format;
2. A PDF file of the clean Proposed Tariff Section for posting in the Commission's eLibrary;
3. A PDF file of the marked Proposed Tariff Section for posting in the Commission's eLibrary; and
4. This transmittal letter.

Statement of the Nature, Reasons, and Basis for the Proposed Changes

East Cheyenne is submitting the Proposed Tariff Section to revise its General Terms and Conditions ("GT&C") in order to promote consistency and transparency across various Tallgrass interstate natural gas pipelines associated with the process for billings and payments and align East Cheyenne's invoice payment provisions with those of other Tallgrass affiliates, such as Rockies Express Pipeline LLC

¹ 15 USC § 717c.

² 18 CFR Part 154 (2023).

(“Rockies Express”),³ Tallgrass Interstate Gas Transmission, LLC (“TIGT”),⁴ and Trailblazer Pipeline Company LLC (“Trailblazer”).⁵

East Cheyenne proposes to change its deadline for payment in GT&C Section 13.3 from “within fifteen (15) days of the date of the invoice” to “within ten (10) calendar days of the date of the invoice.” This will allow East Cheyenne’s tariff to align with those of Rockies Express, TIGT, and Trailblazer. East Cheyenne is proposing this change as it transitions to the same version of the contract management system used by Rockies Express, TIGT, and Trailblazer, as well as other pipelines operated by Tallgrass.

In addition, to provide added flexibility to its shippers, East Cheyenne proposes to change the timeframe for payment in the event that the tenth (10th) calendar day after the date of the invoices falls upon a weekend or legal holiday. The revised language states that in those instances “such payment shall be made on the first regular Business Day after such tenth (10th) calendar day.”

Procedural Matters

Pursuant to the Commission’s regulations, East Cheyenne is submitting this filing via electronic filing. East Cheyenne requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Section to become effective on April 26, 2024. If the Commission suspends the Proposed Tariff Section, East Cheyenne hereby moves to place the accepted Proposed Tariff Section into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs East Cheyenne to change any aspect of East Cheyenne’s proposal prior to this Proposed Tariff Section becoming effective, East Cheyenne reserves the right to file a later motion to place the Proposed Tariff Section into effect.

In compliance with 18 CFR § 154.204(f), East Cheyenne states that it has no other filings that may significantly affect the Proposed Tariff Section tendered in this proceeding.

East Cheyenne requests that all Commission orders and correspondence as well as pleadings and correspondence by other parties concerning this filing be served on each of the following:

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Vice President, Regulatory Affairs
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³ Rockies Express Pipeline LLC, FERC Gas Tariff, Third Revised Volume No. 1, GT&C Section 12.4.

⁴ Tallgrass Interstate Gas Transmission, LLC, FERC Gas Tariff, Sixth Revised Volume No. 1, GT&C Section 13.4.A.

⁵ Trailblazer Pipeline Company LLC, FERC Gas Tariff, Sixth Revised Volume No. 1, GT&C Section 13.4.

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A copy of this filing is being served on East Cheyenne's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at East Cheyenne's office in Lakewood, Colorado.

Certification

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized and cursive.

L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP

Authorized Representative of East Cheyenne Gas Storage, LLC

Clean Tariff Records

13. BILLINGS AND PAYMENTS

13.1 Invoice. Not later than the ninth (9th) Business Day of each month, EAST CHEYENNE shall provide Customer (including a Replacement Customer) an invoice and any required backup data (which may be transmitted by electronic mail) setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in Dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by EAST CHEYENNE in determining the amount billed. If actual quantities are not available by the ninth (9th) Business Day of the Month, EAST CHEYENNE may invoice based on best available data subject to adjustment to actual at a later date. Quantities at points where Operational Balancing Agreements exist shall be invoiced based on scheduled quantities. Payment for Gas cashed out pursuant to Sections 9.1 of Rate Schedules FSS, FPS, or FHBS or Section 8.1 of Rate Schedules EISS, ISS, IHBS, or IPS shall appear as a credit on the last statement rendered by EAST CHEYENNE to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by EAST CHEYENNE to Customer on or before the twenty-fifth (25th) day of the Month following the Month of the expiration or termination of the applicable Storage Service Agreement.

13.2 Application of Payments for Released Capacity. Payments to EAST CHEYENNE by a Replacement Customer for released capacity shall be applied as follows: (i) EAST CHEYENNE shall retain amounts equal to the Replacement Customer's usage charges; (ii) EAST CHEYENNE will credit the balance to reservation charges due from the Replacement Customer; and (iii) EAST CHEYENNE shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 4.10 of the General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Customer remains unpaid, the outstanding balance will then be billed to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of the reservation charges specified in the applicable Storage Service Agreement and corresponding Rate Schedule.

13.3 Payment. Customer shall pay EAST CHEYENNE by wire transfer the full amount reflected on the invoice within ten (10) calendar days of the date of the invoice. If the tenth (10th) calendar day shall fall upon a weekend or legal holiday, then such payment shall be made on the first regular Business Day after such tenth (10th) calendar day. 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.

13.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof.

13.5 Billing Disputes. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by EAST CHEYENNE of any underpayment. In the event Customer fails to forward the entire undisputed amount due to EAST

CHEYENNE when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then EAST CHEYENNE, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then EAST CHEYENNE, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder. Remedies for Customer's failure to pay will be pursued in accordance with Section 27 of these General Terms and Conditions.

If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to EAST CHEYENNE a written explanation of the dispute and any available supporting documentation. The Parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 13.4 above from the original due date until the date actually paid.

13.6 Right to Audit. Both EAST CHEYENNE and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's Storage Service Agreement. Upon request, Customer shall also make available to EAST CHEYENNE for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither EAST CHEYENNE nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither EAST CHEYENNE nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in question.

Marked Tariff Records

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underpayment. In the event Customer fails to forward the entire undisputed amount due to EAST CHEYENNE when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then EAST CHEYENNE, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then EAST CHEYENNE, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder. Remedies for Customer's failure to pay will be pursued in accordance with Section 27 of these General Terms and Conditions.

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