

# BRACEWELL

November 17, 2023

## VIA E-FILING

Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: Tallgrass Interstate Gas Transmission, LLC  
Docket No. RP24-\_\_\_\_-000  
Petition for Approval of Settlement

Dear Secretary Bose:

Pursuant to Rule 207 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”),<sup>1</sup> Tallgrass Interstate Gas Transmission, LLC (“TIGT”) hereby submits for filing in the above-referenced proceeding its Petition for Approval of Stipulation and Agreement. TIGT is also filing herewith the accompanying Stipulation and Agreement with Appendices A, B, C, and D for the Commission’s approval. TIGT submits the Stipulation and Agreement on behalf of itself and the parties listed in Appendix D. Appendices A and B, respectively, contain clean and marked versions of the pro forma tariff records affected by the Stipulation and Agreement. TIGT respectfully asks the Commission to grant the Petition and approve the Stipulation and Agreement, on expedited review, on or before December 31, 2023, to ensure rate certainty to its customers before the end of the calendar year and to allow customers sufficient time to plan for the new rates taking effect on June 1, 2024.

Copies of the following documents are being served electronically on the official service list compiled in Docket No. RP19-423-004 and all shippers and interested state commissions.

Please direct any questions with respect to this filing to the undersigned or Kirk Morgan at (202) 828-5854.

Respectfully submitted,

/s/ Mark Lewis  
Mark Lewis  
Counsel for Tallgrass Interstate Gas  
Transmission, LLC

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<sup>1</sup> 18 C.F.R. § 385.207(a)(5) (2022).

**Mark K. Lewis**  
Partner

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**Certificate of Service**

I hereby certify that on this 17th day of November, 2023, I have electronically served the foregoing document upon each person designated on the official service list compiled by the Commission's Secretary in this proceeding as well as upon customers of Tallgrass Interstate Gas Transmission, LLC and interested state commissions that have requested electronic service.

*/s/ Samuel C. Lombardo* \_\_\_\_\_

Samuel C. Lombardo

Bracewell LLP

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

**Tallgrass Interstate Gas Transmission, LLC     )**

**Docket No. RP24-\_\_-000**

**PETITION OF TALLGRASS INTERSTATE GAS TRANSMISSION, LLC  
FOR APPROVAL OF STIPULATION AND AGREEMENT**

Pursuant to Rule 207(a)(5) of the Federal Energy Regulatory Commission’s (“Commission”) Rules of Practice and Procedure,<sup>1</sup> Tallgrass Interstate Gas Transmission Company, LLC (“TIGT”) hereby petitions the Commission to approve the attached Stipulation and Agreement and appendices thereto (“Settlement”). Approval of the Settlement will allow the settling parties to mutually resolve the issue of the appropriate rates to be charged during the term of the Settlement and avoid the cost and uncertainty of litigation. As explained below, TIGT anticipates that nearly all of its shippers will either support or not oppose this Petition. Therefore, granting this Petition and approving the Settlement is fair and reasonable and in the public interest. To provide the benefits contemplated by the Settlement, TIGT respectfully requests that the Commission grant, on an expedited review, this Petition and approve the Settlement on or before December 31, 2023, to ensure rate certainty before the end of the calendar year and to allow customers sufficient time to plan for the new rates taking effect on June 1, 2024.

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<sup>1</sup> 18 C.F.R. § 385.207(a)(5) (2022).

## I. CORRESPONDENCE AND COMMUNICATION

All correspondence and communication regarding this filing should be addressed to the following:

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These individuals are designated for service in accordance with Rules 203 and 2010 of the Commission's Rules of Practice and Procedure.<sup>2</sup> TIGT respectfully requests waiver of Rule 203(b)(3)<sup>3</sup> to permit the persons designated above to be included on the official service list in this proceeding.

## II. BACKGROUND

The Docket No. RP19-423-001 Settlement filed in 2019<sup>4</sup> resolved all issues related to TIGT's filing of a One-time Report on the Effect of the Tax Cuts and Jobs Act (designated as

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<sup>2</sup> *Id.* §§ 385.203, 385.2010.

<sup>3</sup> *Id.* § 385.203.

<sup>4</sup> Tallgrass Interstate Gas Transmission, LLC, Petition for Approval of Settlement, Docket No. RP19-423-001 (filed May 1, 2019) ("2019 Settlement"); *Tallgrass Interstate Gas Transmission, LLC*, 169 FERC ¶ 61,103 (2019) (order approving 2019 Settlement).

FERC Form No. 501-G) and the requirement to make a rate case filing or submit a “Pre-Filing Settlement” included in the 2016 Settlement.<sup>5</sup> Under Article II.B of the 2019 Settlement, TIGT was required to file a new Natural Gas Act (“NGA”) Section 4 general rate case or submit a Pre-Filing Settlement by June 1, 2023. On May 17, 2023, the Commission issued an Order on Petition to Amend Settlement to delay the filing deadline until December 1, 2023, to provide additional time for the parties to negotiate a pre-filing settlement.<sup>6</sup>

The instant Settlement qualifies as a Pre-Filing Settlement under Article II.B of the 2019 Settlement as it: (1) is filed on or before December 1, 2023; (2) reflects rates that will take effect on June 1, 2024; and (3) opposition is not expected from any of TIGT’s shippers. Therefore, the filing of this Settlement satisfies TIGT’s mandatory filing requirement under Article II.B of the 2019 Settlement and the Order on Petition to Amend Settlement.

The Settlement is a result of more than six months of negotiations between TIGT and the Settling/Non-Contesting Participants identified in Appendix D. TIGT engaged with customers starting in April of 2023 and convened an initial settlement conference with shippers on June 15, 2023. In addition to organizing settlement meetings and engaging in direct discussions with customers, TIGT established a formal discovery process and responded to a number of inquiries for additional information and data relating to TIGT’s rates, operations, and overall cost of service. Over the course of several settlement meetings during the summer and this fall, the parties made a number of offers and counteroffers and ultimately reached a settlement in principle on October 19, 2023. The participants then memorialized their agreement in the instant Settlement. The Settlement

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<sup>5</sup> Tallgrass Interstate Gas Transmission, LLC, Motion for Certification and Approval of Settlement and Shortened Answer and Comment Periods, Docket Nos. RP16-137-000 and RP16-137-001 (filed June 8, 2016); *Tallgrass Interstate Gas Transmission, LLC*, 157 FERC ¶ 61,082 (2016) (order approving the settlement) (“2016 Settlement”).

<sup>6</sup> *Tallgrass Interstate Gas Transmission, LLC*, 183 FERC ¶ 61,114 (2023).

agreed to by TIGT and the Settling/Non-Contesting Participants reflects settlement rates to account for TIGT's first increased cost of service since the 2019 Settlement.

The Settlement is the product of many discussions, significant information and data exchanges, and multiple compromises of the parties. Approval of this Settlement and the accompanying petition would obviate the need to file a new general Section 4 rate case. Parties will experience rate certainty and avoid the expenses of a formal rate case proceeding before the Commission. As described below, the Settlement establishes, among other items, rates to be effective on June 1, 2024, through the term of the Settlement.

The Settlement is a "black box" settlement specifying rates of depreciation and amortization, including negative salvage, for various classes of property, and settlement rates that reflect an increase in recourse rates. The increase in recourse rates is reflective of the considerable increase in TIGT's cost of service since the 2019 Settlement. Additionally, the Settlement provides for a rate moratorium period through May 31, 2027, and a mandatory comeback filing requirement.<sup>7</sup> Such provisions could not have been obtained on a traditional litigation path without significant expenditure of resources and litigation costs, which the parties desire to avoid. The Settlement also addresses rate implementation, the treatment of contesting parties, reservations, settlement effectiveness, and the effect of Commission approval.

### **III. ARGUMENT**

The Commission has encouraged pipelines and interested parties to enter into settlement discussions prior to the initiation of an NGA Section 4 rate proceeding, recognizing that a settlement helps participants conserve resources and avoid time-consuming litigation, possibly

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<sup>7</sup> The mandatory filing requirement provides that TIGT shall file a new NGA Section 4 general rate case on or before June 1, 2029, unless TIGT has pre-empted this requirement by filing on or before June 1, 2029 for approval of a pre-filing settlement that is supported or unopposed by a majority of TIGT's shippers.

including a hearing.<sup>8</sup> Consistent with Commission policy as set forth in *Dominion Transmission Inc.*,<sup>9</sup> TIGT is filing this Petition pursuant to Rule 207(a)(5) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.207(a)(5), and requests that the Commission approve the Settlement, which includes *pro forma* tariff records, without condition or modification.

The Settlement is an indivisible package intended to address the matters that may have been raised in the required NGA Section 4 general rate case filing by TIGT absent the Settlement, thereby avoiding the associated litigation costs and risks of such a filing, including the time and expense related to rate case preparation, discovery, intervenor and rebuttal testimony, preparation for and participation in hearing proceedings, and the briefing of issues. The Settlement embodies numerous compromises among TIGT and the Supporting/Non-Contesting Participants that, in isolation, the participants may have been unlikely to make, but to which they were willing to consent as part of the entire Settlement. No particular issue can be severed from, or modification made to, this package without disturbing the balance of interests represented in the Settlement.

To the best of the information, knowledge and belief of the undersigned, the Settlement is actively supported or unopposed by the Supporting/Non-Contesting Participants listed in Appendix D thereto. TIGT and such Supporting/Non-Contesting Participants believe the Settlement is fair and reasonable and in the public interest, and respectfully request Commission approval accordingly without modification or condition. In the event the Settlement is contested, the Settlement should still be found to be just and reasonable.

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<sup>8</sup> See, e.g., *Northern Border Pipeline Company*, 141 FERC ¶ 61,190, at P 20 (2012); *Gulf South Pipeline Company, LP*, 129 FERC ¶ 61,062, at P 10 (2009).

<sup>9</sup> *Dominion Transmission Inc.*, 111 FERC ¶ 61,285 (2005).

The Settlement provides substantial benefits to TIGT and the Supporting/Non-Contesting Participants and the Commission should not allow a Contesting Party, as defined in the Settlement, to deny the Supporting/Non-Contesting Participants, representing nearly all of the total contracted volume across all service types, the benefits for which they thoughtfully negotiated and dedicated a significant amount of time to negotiate. The Settlement agreed to by TIGT and the Supporting/Non-Contesting Participants reflects settlement rates to account for TIGT's increased cost of service since the 2019 Settlement and will provide for rate certainty. In addition, as described herein, the Settlement will institute a moratorium on actions under NGA Sections 4 and 5 and will impose a mandatory filing requirement for TIGT's next NGA Section 4 general rate case on or before June 1, 2029. The Settlement does not implicate any new policy considerations, does not impact any pending cases, does not address any issues of first impression, and there are no known previous reversals on the issues involved in the Settlement.

TIGT respectfully requests expedited action and prompt Commission approval on or before December 31, 2023, in order to give participants the benefit of their bargain. Expedited action to approve the Settlement would reduce uncertainty in the marketplace regarding the rate and other issues that are the subject of the Settlement. Commission approval, without condition or modification, would therefore benefit both the participants and the Commission and is in the public interest.



#### IV. CONCLUSION

WHEREFORE, for the foregoing reasons, TIGT respectfully requests that the Commission: (1) grant this Petition and approve the Settlement without condition or modification; and (2) grant any other authorizations or waivers necessary to approve the Settlement as proposed herein.

Respectfully Submitted,

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Dated: November 17, 2023

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

**Tallgrass Interstate Gas Transmission, LLC     )**

**Docket No. RP24-\_\_-000**

**STIPULATION AND AGREEMENT**

Pursuant to Rule 207(a)(5) of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or the “Commission”), 18 C.F.R. § 385.207(a)(5) (2022), and the “Petition for Approval” filed herewith, Tallgrass Interstate Gas Transmission, LLC (“TIGT”), on behalf of itself and the Supporting/Non-Contesting Participants listed in Appendix D attached hereto,<sup>11</sup> respectfully requests that the Commission approve or accept this Stipulation and Agreement and appendices hereto (collectively, the “Settlement”) without modification or condition. TIGT is filing this Settlement in satisfaction of its existing rate filing obligation, pursuant to the terms of a 2019 settlement agreement approved by the Commission in Docket No. RP19-423-001.<sup>12</sup>

The instant Settlement is a delicate compromise among many participants with diverse and sometimes conflicting interests. Because it is an integrated package, TIGT and the

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<sup>11</sup> Any commenter, participant, TIGT shipper or other entity not listed on Appendix D hereof that does not meet the definition of a “Contesting Party” as set forth below and in Articles IV, and VI.B, shall also be deemed to be a “Supporting/Non-Contesting Participant,” so long as it acts in accordance with the criteria of such status established in this Settlement. Contesting Parties shall pay the Non-Settlement Rates outlined herein, as described in Article V.B.2.a. The definition of “Supporting/Non-Contesting Participant” or “Contesting Party” shall also be deemed to include any successor or assignee of such Supporting/Non-Contesting Participant or Contesting Party and a successor or assignee shall retain its predecessor in interest’s status in this regard unless and until modified pursuant to Article V.

<sup>12</sup> Stipulation and Agreement, *Tallgrass Interstate Gas Transmission, LLC*, Docket No. RP19423-001 (filed May 1, 2019) (“2019 Settlement”); *Tallgrass Interstate Gas Transmission, LLC*, 169 FERC ¶ 61,103 (2019) (order approving 2019 Settlement).

Supporting/Non-Contesting Participants respectfully request that the Commission approve the Settlement in its entirety without modification or condition.

## **I. BACKGROUND, PURPOSE AND INDIVISIBILITY OF TERMS OF SETTLEMENT**

### **A. Procedural History**

Pursuant to Article II.B of the 2019 Settlement, TIGT was required to file a new Natural Gas Act (“NGA”) Section 4 general rate case on June 1, 2023 *unless* such obligation was fulfilled by a qualifying “Pre-Filing Settlement.”<sup>13</sup> On May 17, 2023, the Commission issued an Order on Petition to Amend Settlement to delay the filing deadline until December 1, 2023 to provide additional time for the parties to negotiate a pre-filing settlement.<sup>14</sup> The instant Settlement qualifies as a Pre-Filing Settlement under Article II.B of the 2019 Settlement as it: (1) is filed on or before December 1, 2023; (2) reflects rates that will take effect on June 1, 2024; and (3) opposition is not expected from any of TIGT’s shippers. Therefore, the filing of this Settlement satisfies TIGT’s mandatory filing requirement under Article II.B of the 2019 Settlement and the Order on Petition to Amend Settlement.

### **B. Purpose and Indivisibility of Terms of the Settlement**

The Settlement embodies numerous compromises among TIGT and the Supporting/Non-Contesting Participants. TIGT has been engaged in ongoing discussions with its customers regarding changing conditions on the TIGT system and the need for increased rates to reflect such conditions. The Settlement is an indivisible package that is intended to address matters that may have been raised in TIGT’s NGA Section 4 general rate case that would have been filed absent the Settlement, thereby avoiding the associated litigation costs and risks of such a filing.

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<sup>13</sup> 2019 Settlement at Article II.B.1.

<sup>14</sup> *Tallgrass Interstate Gas Transmission, LLC*, 183 FERC ¶ 61,114 (2023).

No particular issue can be severed from, or modification made to, this package without disturbing the balance of interests represented in the Settlement. Approval of the Settlement shall constitute approval of the *pro forma* tariff records referenced in Appendix A and the redlines thereof contained in Appendix B hereto and waiver of such Commission regulations and orders as is necessary to fully effectuate the terms of the Settlement. The Settling/Non-Contesting Participants listed in Appendix D represent nearly all of the contracted volume across all service types on TIGT. Therefore, even if the Settlement is opposed, it should nevertheless be approved as contemplated below in Article IV.

## **II. TERM, FILING MORATORIUM, AND MANDATORY FILING REQUIREMENT**

The Term of the Settlement shall run from the intended Effective Date of June 1, 2024, through May 31, 2027 (“Term”). The Settlement Rates, defined in Article III.B, shall remain in effect until changed pursuant to TIGT’s mandatory filing requirements as specified in Article II.B. The period during which the Settlement Rates remain in effect is the “Settlement Rate Period.”

### **A. Moratorium**

During the Term of the Settlement, TIGT shall not file an NGA Section 4 rate or tariff filing which would change in any way the Resolved Matters (as defined in Article V.E) and/or terms of the Settlement.

1. Throughout the Term, each of the Supporting/Non-Contesting Participants, and any affiliate thereof that uses or controls TIGT capacity, or that provides or transports supplies using TIGT (“Parties”), may not initiate, or advocate for, or otherwise support the initiation of, whether individually or with others, an NGA Section 5 proceeding or any other proceeding against TIGT at the Commission or with any other governmental authority or regulatory

body having jurisdiction over TIGT, to change in any way the Resolved Matters and/or terms of the Settlement.

2. Throughout the Term, the Parties hereby waive and relinquish their rights under NGA Section 5 as against TIGT, except that the Parties retain their rights to participate and take any position in any NGA Section 5 proceeding initiated by the Commission against TIGT.
3. TIGT and the Parties shall not be precluded by this Article from: (a) seeking enforcement of the terms of this Settlement; (b) challenging the implementation of any term of the Settlement on the basis that it has been improperly or incorrectly implemented or applied under the terms of the Settlement; (c) participating in any NGA Section 5 proceeding not initiated by the Commission in which they do not oppose implementation or continuation of any portion of this Settlement; (d) participating in or initiating a proceeding, not docketed as a TIGT proceeding, involving the rates or tariff provisions of another entity, provided that neither TIGT nor the Parties will take a position or make an argument in any of the foregoing proceedings during the Term of the Settlement which would advocate that the Commission or other governmental authority or regulatory body having jurisdiction should make a change in the Resolved Matters during the Term of the Settlement; or (e) undertaking legislative activities or petitioning to initiate or participating in a Commission Rulemaking, so long as not advocating actions contrary to the Settlement. This provision of the Settlement may be cited to demonstrate that TIGT and the Parties are not

attempting to change the terms of the Settlement or cause the Settlement not to be observed or implemented.

4. Nothing in this Article II, or any other provision of this Settlement, will prohibit TIGT during the Term of the Settlement from filing any tariff provisions to comply with the terms of any order resulting from Commission Rulemaking<sup>15</sup> proceedings or taking any action or making any filing, including a limited NGA Section 4 rate case filing, identified in this Article II.A.4. The Parties may not challenge TIGT's right to make such filings, but may otherwise take any position on such a filing, including, but not limited to, cost allocation and revenue treatment related to such a filing, not inconsistent with the terms of the Settlement. Accordingly, TIGT may:
  - a. make any filing pursuant to Sections 4 or 7 of the NGA, not inconsistent with the terms of the Settlement: (i) proposing to construct and operate new facilities or to provide new service(s); (ii) proposing any incremental rate, maximum recourse rate and/or rate schedule associated with such new facilities or new service(s); or (iii) proposing new terms or conditions of service associated with such new facilities or new service(s), so long as such new facilities or new services do not undermine TIGT's ability to provide service at existing contracted levels under existing firm rate schedules and are not inconsistent with the Settlement;

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<sup>15</sup> A "Commission Rulemaking" refers to any rulemaking, notice of inquiry, or similar proceeding of general applicability before the Commission.

- b. provide discounts to the Settlement Rates;
- c. enter into negotiated rate agreements;
- d. file to recover (i) Commission-assessed annual charges through TIGT's annual charge adjustment ("ACA") clause or any successor thereto; (ii) any other generic fees or surcharges imposed by the Commission; (iii) any other surcharge, as limited by Articles III.F and III.G, to which TIGT is currently entitled as a matter of Commission policy, order, tariff or contractual right; or (iv) any other surcharge that TIGT is required by a government agency to implement during the Term of the Settlement; and
- e. undertake legislative activities or petition to initiate or participate in a Commission Rulemaking, so long as not advocating actions contrary to the Settlement.

**B. Mandatory Filing Requirement**

Following the expiration of the Term of this Settlement, TIGT shall file a new NGA Section 4 general rate case on or before June 1, 2029, provided that TIGT has not pre-empted this mandatory filing requirement by filing on or before June 1, 2029, for approval of a "Pre-Filing Settlement." Notwithstanding anything to the contrary provided in this Settlement, this Article II.B shall survive expiration of the Term of this Settlement.

**III. SETTLEMENT RATES AND RATES OF DEPRECIATION**

**A.** This Settlement is a black box Settlement specifying rates of depreciation, amortization and negative salvage, and the Settlement Rates.

**B. Settlement Rates**

Subject to Article II.A.4, during the Settlement Rate Period, and as set forth in Article IV, TIGT’s maximum and minimum base settlement rates for its transportation service shall be the base rates set forth on the *pro forma* tariff records attached hereto as Appendix A (“Settlement Rates”). These *pro forma* tariff records set forth the rates to be effective on June 1, 2024, for the Settlement Rate Period. Although the Parties intend for this Settlement to be a “black box” settlement as to rates, certain elements of the Settlement Rates are enumerated by this Settlement.

**C. Depreciation and Negative Salvage Rates**

For regulatory purposes, TIGT shall continue to apply the depreciation and negative salvage rates set forth in Appendix C, which were previously approved by the Commission in the 2019 Settlement.

**D. Regulatory Asset – Deficient Accumulated Deferred Income Tax (“DADIT”)**

TIGT’s DADIT shall be \$454,429 recorded as of December 31, 2022.<sup>16</sup> This regulatory asset will be amortized annually in the amount of \$24,672.

**E. Surcharge Exception**

Any and all applicable surcharges (such as, for example, ACA, Fuel and Lost and Unaccounted-for (“FL&U”), and Power Costs) will continue to apply in addition to the Settlement Rates, as applicable per TIGT’s tariff, notwithstanding the moratorium set forth herein, consistent with Article II.A.4.

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<sup>16</sup> This regulatory asset replaces the regulatory liability described in Section IV.C of the 2019 Settlement.



**F. Non-EMF Delivery Points**

During the Term of the Settlement, TIGT shall not establish a non-Electronic Flow Meter (“Non-EFM”) charge for any volumes delivered to a non-EFM delivery point.

**G. CRM Charge**

During the Term of the Settlement, TIGT shall not implement a Cost Recovery Mechanism (“CRM”).

**H. Odorization**

Regarding odorization, during the Term of the Settlement, the Parties agree that TIGT will not change its practices that were in effect as of April 26, 2016, as originally agreed to in the 2016 Settlement.

**IV. TREATMENT OF CONTESTING PARTIES**

**A.** Any party shall become a “Contesting Party” on the date, on or prior to the deadline for initial comments on this Settlement, that it files any pleading that either (i) opposes any provision of this Settlement, (ii) proposes any modification or condition to any provision of this Settlement, or (iii) seeks any clarification or asks the Commission to make any ruling, filing, or interpretation that is inconsistent with this Settlement.

**B.** In the event that there are any Contesting Parties, the tariff rates in effect as of November 1, 2023 (the “Non-Settlement Rates”) shall apply to a Contesting Party until the Commission issues an order resolving the appropriate treatment of the Contesting Party, and places rates applicable to the Contesting Party into effect. *Pro forma* settlement tariff records reflecting the Settlement Rates are shown in Appendices A hereto. In the event there are Contesting Parties, the Non-Settlement Rates will be included in any tariff filing made by TIGT implementing the terms of this Settlement.

C. If the Commission finds that a Contesting Party cannot be bound by the Settlement, TIGT and the Supporting/Non-Contesting Participants request that the Commission sever such Contesting Party. TIGT will retain the right to file an NGA Section 4 rate proceeding with respect only to such severed Contesting Party.

D. A severed Contesting Party will be allowed to litigate its issues in accordance with applicable law, and TIGT will be free, without jeopardizing the Settlement, to litigate all issues or enter into a separate settlement with regard to any Contesting Party. Regardless of the outcome of any such proceeding involving a Contesting Party, the results of such proceeding shall not alter the rights and obligations of Supporting/Non-Contesting Participants under the Settlement, and such Supporting/Non-Contesting Participants shall remain entitled to receive the full benefits under the Settlement, including, without limitation, their entitlement to the Settlement Rates, and will be required to perform their obligations under the Settlement. Supporting/Non-Contesting Participants may intervene and participate in any such Contesting Party proceeding, provided that the Supporting/Non-Contesting Participants in no way seek to modify, eliminate, or overturn the provisions of the Settlement as to the Supporting/Non-Contesting Participants.

## V. RESERVATIONS

Neither TIGT nor any Supporting/Non-Contesting Participant shall be bound or prejudiced by any part of this Settlement, unless it becomes effective in accordance with the provisions hereof.

- A. Neither TIGT nor any Supporting/Non-Contesting Participant may:
1. File in opposition to any of the terms or conditions of this Settlement; or
  2. Seek rehearing or judicial review of an order that approves this Settlement without condition or modification; or

3. Seek to set aside this Settlement or challenge its applicability to a Supporting/Non-Contesting Participant once it has become effective in accordance with this Article; or
4. Advance before a tribunal with jurisdiction any claim of right contrary to the express provisions of this Settlement once it has become effective in accordance with this Article, with the exception that a Settling/Non-Contesting Participant may take any position in an NGA Section 5 proceeding initiated by the Commission against TIGT.

**B.** The Commission’s approval of this Settlement shall not constitute approval of, or precedent regarding, any principle or issue. The methods or practices observed in deriving rates and the presence or absence of methods of establishing rates as referenced in this Settlement shall neither constitute precedent nor be used to prejudice any otherwise available rights or arguments of TIGT or any Supporting/Non-Contesting Participant in a future proceeding, other than to enforce the terms of the Settlement or collect rates due for service provided during the Settlement Rate Period, and shall not be used as evidence that a particular method is a “long-standing practice” as that term is used in *Columbia Gas Transmission Corp. v. FERC*, 628 F.2d 578 (D.C. Cir. 1975), or a “settled practice” as that term is used in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980), *cert. denied*, 454 U.S. 880 (1981). The provisions of this Settlement are for purposes of settlement only and shall have no precedential effect.

**C.** In the event there is no Approval Date of the Settlement, as defined in Article VI, rendering the Settlement null and void, this Settlement and the content of any settlement negotiations resulting therein:

1. May not be employed in any manner against a participant in any proceeding before the Commission or in any other forum, except as necessary to enforce the terms of this Settlement; and
2. Shall not be deemed with respect to any participant an admission by or consent to any policy or principle purported to underlie the provisions of this Settlement.

**D.** Neither TIGT nor any Supporting/Non-Contesting Participant shall be deemed the drafter of this Settlement, and this Settlement shall not be construed against any such entity as the drafter. In the event of conflict between terms contained in the Settlement and those of the attached Petition, the terms of the Settlement control.

**E.** Upon the date that a Commission order approving this Settlement becomes final and non-appealable consistent with Article VI.A, the rate modifications, billing adjustments and other considerations set forth in this Settlement shall constitute the entirety of TIGT's financial obligations to those Supporting/Non-Contesting Participants taking service on TIGT for refunds, remittances, credits, billing adjustments or any other form of compensation with respect to rates and charges collected during the Settlement Rate Period, provided that corrections of billing errors may be made in accordance with and subject to the provisions of the General Terms and Conditions of TIGT's tariff. Further, upon issuance of such order, all issues identified herein relating to rates, practices, charges or classifications, including the tariff modifications set forth in Appendix A and Appendix B hereto, are hereby resolved for the Term of the Settlement ("Resolved Matters"), with the exception of Article III.D, which is intended to completely and permanently resolve this matter. The Resolved Matters are limited to the specific impact of such issues on TIGT in this proceeding and do not affect the Supporting/Non-Contesting Participants' rights as to any other pipeline.

## VI. SETTLEMENT EFFECTIVENESS

A. The commitments agreed to and set forth herein are intended to be effective as of June 1, 2024 (the “Effective Date”) and shall be made effective as of June 1, 2024, in accordance with the terms of the Settlement, subject to approval by the Commission as follows. The date on which the Settlement is approved (the “Approval Date”) shall be determined as follows:

1. If an order is issued approving the Settlement without modification or condition, the Approval Date shall be the first day after such an order becomes final and non-appealable; or
2. If an order is issued approving the Settlement subject to any modification or condition in a manner that materially and adversely affects TIGT (“Modifying Order”), the Approval Date shall be the conclusion of a twenty-five (25) day period, commencing on the date such Modifying Order was issued, within which TIGT has not withdrawn from this Settlement by providing written notice of the same to the Commission and the Supporting/Non-Contesting Participants, irrespective of whether TIGT has sought rehearing or clarification of the Modifying Order or any subsequent order. However, TIGT retains the right to withdraw from the Settlement within a similar twenty-five (25) day period commencing on the date any order is issued subsequent to the Modifying Order that does not grant in its entirety the request for rehearing or clarification sought by TIGT. Withdrawal by TIGT would cause this Settlement to be not effective and a nullity for any and all purposes.

**B.** If the Commission's approval of this Settlement is conditioned or the Settlement is modified in a manner that materially and adversely affects a Supporting/Non-Contesting Participant, such Supporting/Non-Contesting Participant shall be deemed to have accepted the condition or modification unless, within a period of twenty (20) days from the date of the order conditioning the Commission's approval or modifying the Settlement, the Supporting/Non-Contesting Participant files a written notice of objection to the Settlement with the Commission and serves such notice of objection on TIGT and the other Supporting/Non-Contesting Participants (irrespective of whether such Support/Non-Contesting Participant has sought rehearing or clarification of the Modifying Order or any subsequent order). The entity filing the objection shall be a Contesting Party and will have full rights, consistent with Commission rules and precedent, to oppose this Settlement. However, a Supporting/Non-Contesting Participant shall not become a Contesting Party if it files a response, including a request for rehearing or clarification, to a Modifying Order or subsequent order which seeks exclusively to have the original terms of this Settlement reinstated and applied to it. Supporting/Non-Contesting Participants retain the right to withdraw from the Settlement within a twenty (20) day period commencing on the date any order is issued subsequent to the Modifying Order that does not grant in its entirety the request for rehearing or clarification sought by the Supporting/Non-Contesting Participant.

**C.** If the Settlement is conditioned or modified as a result of Commission action on an application for rehearing or reconsideration, or by a court on appeal, TIGT and the Supporting/Non-Contesting Participants shall have the same rights as they respectively would have if the initial order had conditioned or modified this Settlement, as described under Articles VI.A and VI.B.

**D.** To the extent any change to the terms of the Settlement is considered after its approval pursuant to a final order, notwithstanding the agreements reflected herein, the standard for review for any such modification proposed by TIGT or the Supporting/Non-Contesting Participants shall be the “public interest” standard for review set forth in *United Gas Pipe Line Co. Mobile Gas Service Corp.*,<sup>17</sup> *Federal Power Commission v. Sierra Pacific Power Co.*<sup>18</sup> and subsequent cases.<sup>19</sup> The standard of review for any modification to the Settlement requested by a non-settling party or initiated by the Commission acting *sua sponte* will be the ordinary just and reasonable standard.<sup>20</sup> If any such future changes are made to the Settlement once it has been approved, the Settlement will have no further force or effect, and henceforth, TIGT and the Supporting/Non-Contesting Participants would have the rights provided by the NGA that they would have had in the absence of this Settlement.

**E.** In the event that the Commission has issued an order approving the Settlement, but such order is still appealable and this results in the Approval Date not preceding the Effective Date, the Approval Date shall be waived to give effect to the Effective Date.

## **VII. EFFECT OF COMMISSION APPROVAL**

TIGT and the Supporting/Non-Contesting Participants to this Settlement respectfully request the Commission’s approval of this Settlement as follows:

**A.** Commission authorization and approval for TIGT to make the rate and tariff changes described herein in accordance with the terms hereof, without further notice or suspension,

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<sup>17</sup> *United Gas Pipe Line Co. v. Mobile Gas Serv. Corp.*, 350 U.S. 332 (1956).

<sup>18</sup> *Fed. Power Comm’n v. Sierra Pac. Power Co.*, 350 U.S. 348 (1956).

<sup>19</sup> *See, e.g., NRG Power Mktg., LLC v. Me. Pub. Utils. Comm’n*, 558 U.S. 165 (2010).

<sup>20</sup> *See Morgan Stanley Cap. Grp. Inc. v. Pub. Util. Dist. No. 1*, 554 U.S. 527, 534- 35 (2008).

without conditions other than those specified herein and granting any waiver of Part 154 of the Commission's regulations necessary to implement such tariff records in accordance with this Settlement; and

**B.** Commission waiver of compliance, to the extent (if any) necessary, by TIGT with the requirements of the Commission's Rules and Regulations under the NGA and Natural Gas Policy Act including, but not limited to, 18 C.F.R. § 154.207 and Parts 154, 157, 201 and 284, as necessary to carry out any provision of this Settlement.

**End of Stipulation and Agreement**



## INDEX OF APPENDICES

Appendix A	<i>Pro Forma</i> Settlement Tariff Records
Appendix B	Redlined <i>Pro Forma</i> Settlement Tariff Records
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Appendix D	Supporting/Non-Contesting Participants

# **APPENDIX A**

## ***Pro Forma Settlement Tariff Records***

## Firm Transportation (FT) <sup>2/</sup>

Receipt Point	Delivery Point	Maximum Reservation Rate <sup>1/</sup>	Maximum Commodity Rate <sup>1/</sup>	Minimum Commodity Rate <sup>1/</sup>	Authorized Overrun Charges <sup>3/</sup>	
					Maximum Commodity Rate	Minimum Commodity Rate
West	West	\$12.5850	\$0.0249	\$0.0249	\$0.4387	\$0.0249
	East	\$24.9286	\$0.0249	\$0.0249	\$0.8445	\$0.0249
East	East	\$12.3437	\$0.0249	\$0.0249	\$0.4307	\$0.0249
	West	\$24.9286	\$0.0249	\$0.0249	\$0.8445	\$0.0249
<b>Unauthorized Overrun</b>						
All Rec Pts	All Del Pts	--	\$6.00	--		

\*\*\*\*\*

<sup>1/</sup> Reservation Rates are \$/Dth per month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

The applicable 100% load factor rate shall be the Maximum Daily Reservation Charge plus the applicable commodity charge.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

<sup>2/</sup> The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

<sup>3/</sup> Authorized Overrun rate equals the Interruptible Transportation maximum commodity rate as stated on Rate Schedule IT.

## Interruptible Transportation (IT) 2/

Receipt Point	Delivery Point	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
West	West	\$0.4387	\$0.0249
	East	\$0.8445	\$0.0249
East	East	\$0.4307	\$0.0249
	West	\$0.8445	\$0.0249

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

**No-Notice Service (NNS) 2/**

Receipt Point	Delivery Point	Maximum Reservation Rate <u>1/</u>	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>	Authorized Overrun	
					Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
West	West	\$19.5366	\$0.0249	\$0.0249	\$0.6672	\$0.0249
	East	\$31.8803	\$0.0249	\$0.0249	\$1.0730	\$0.0249

**Unauthorized Overrun**

All Rec Pts	All Del Pts	--	\$6.00	--
-------------	-------------	----	--------	----

	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
Commodity Injection Rate	\$0.0022	\$0.0022
Commodity Withdrawal Rate	\$0.0022	\$0.0022
Commodity Transport Rate <u>3/</u>	\$0.0249	\$0.0249

\*\*\*\*\*

1/ Reservation Rates are \$/Dth per Month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

The applicable 100% load factor rate shall be the Maximum Daily Reservation Charge plus the applicable commodity charge.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

3/ The Commodity Transport Rate will be applied to transportation deliveries that leave Transporter’s system.

**Small Customer Service (SCS) 2/**

<b>Receipt Point</b>	<b>Delivery Point</b>	<b>Maximum Reservation Rate <u>1/</u></b>	<b>Maximum Commodity Rate <u>1/ 3/</u></b>	<b>Minimum Commodity Rate <u>1/3/</u></b>
West	West	\$9.7683	\$0.0249	\$0.0249
	East	\$15.9401	\$0.0249	\$0.0249

**Unauthorized Overrun**

All Rec Pts	All Del Pts	--	\$6.00	--
-------------	-------------	----	--------	----

	<b>Maximum Commodity Rate <u>1/</u></b>	<b>Minimum Commodity Rate <u>1/</u></b>
Commodity Injection Rate	\$0.0022	\$0.0022
Commodity Withdrawal Rate	\$0.0022	\$0.0022
Commodity Transport Rate <u>4/</u>	\$0.0249	\$0.0249

\*\*\*\*\*

1/ Reservation Rates are \$/Dth per Month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

3/ Authorized Overrun rate is equal to the NNS Currently Effective Rates Authorized Overrun Rate.

4/ The Commodity Transport Rate will be applied to transportation deliveries that leave Transporter’s system.

## Firm Storage Service (FSS)

	<b>Maximum Reservation Rate <u>1/</u></b>	<b>Maximum Commodity Rate <u>1/ 2/</u></b>	<b>Minimum Commodity Rate <u>1/ 2/</u></b>
Deliverability	\$3.2878		
Capacity	\$0.0730		
Injection Rate		\$0.0022	\$0.0022
Withdrawal Rate		\$0.0022	\$0.0022
Unauthorized Overrun		\$6.00	

\*\*\*\*\*

1/ Reservation Rates are \$/Dth per Month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

2/ Authorized Overrun rate equals the maximum ISS rate.

## CMC-2 (Cheyenne Market Center)

	Maximum Reservation Rate <u>1/</u>	Maximum Commodity Rate <u>2/</u>	Minimum Commodity Rate <u>2/</u>
<b>CMC-2</b>			
Transportation	\$0.5285	\$0.0121	\$0.0121
Storage Deliverability	\$0.2808	--	--
Storage Capacity	\$0.2808	--	--
Storage Injection	--	\$0.0005	\$0.0005
Storage Withdrawal	--	\$0.0005	\$0.0005
Authorized Overrun Rate <u>3/</u> <u>4/</u>	--	\$1.1032	\$0.0131
Unauthorized Overrun Charge	--	\$6.00	--

1/ Reservation Rates are stated per Dth of Maximum Storage Quantity (MSQ). The minimum Reservation Rate is \$0.00.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ Commodity, Injection, Withdrawal and Authorized Overrun Rates are \$/Dth.

3/ Authorized Overrun pursuant to Rate Schedule CMC-2, Section 3.3.

4/ For capacity release of CMC-2 service resulting in separate storage and transportation service components, the Authorized Overrun rate for the transmission component shall be \$0.5406 and the Authorized Overrun rate for the storage component for CMC-2 shall be \$0.5626.



## **Interruptible Storage Service (ISS)**

<b>Maximum Commodity Rate <u>1/</u></b>	<b>Minimum Commodity Rate <u>1/</u></b>
\$0.1506	\$0.0044

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

## Park and Loan Service (PALS)

	<b>Maximum Commodity Rate <u>1/</u></b>	<b>Minimum Commodity Rate <u>1/</u></b>	<b>Authorized Overrun <u>2/</u></b>	
			<b>Maximum Commodity Rate <u>1/</u></b>	<b>Minimum Commodity Rate <u>1/</u></b>
Initial Rate	\$0.8452	\$0.0000	\$0.8452	\$0.0000
Park/Loan Balance Rate	\$0.4226	\$0.0000	\$0.8452	\$0.0000
Completion Rate	\$0.8452	\$0.0000	\$0.8452	\$0.0000
Unauthorized Overrun	\$6.00	---	---	---

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

2/ Authorized Overrun Charge is the maximum PALS rate.

## Storage Park and Loan Service (S-PALS)

	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>	Authorized Overrun <u>2/</u>	
			Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
Initial Rate	\$0.9958	\$0.0000	\$0.9958	\$0.0000
Park/Loan Balance Rate	\$0.4979	\$0.0000	\$0.9958	\$0.0000
Completion Rate	\$0.9958	\$0.0000	\$0.9958	\$0.0000
Unauthorized Overrun	\$6.00	----	----	----

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

2/ Authorized Overrun Charge is the maximum S-PALS Commodity Rate.

**Rate Schedule PAWS**  
Pooling and Wheeling Service 1/

<b>Pooling and Wheeling Service Rate</b>	<b>Maximum Commodity</b>	<b>Minimum Commodity</b>
<b>Pooling</b>	\$0.0000	\$0.0000
<b>Wheeling</b>		
<b>Cheyenne Hub</b>	\$0.4394	\$0.0000

**Authorized Overrun Service Charge**

The Authorized Overrun Service Charge for all Shippers shall be the applicable PAWS-Pooling or PAWS-Wheeling maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDTQ.

**Unauthorized Overrun Service Charge**

The Unauthorized Overrun Service Charge for all Shippers shall be as specified in Section 3.3B of Rate Schedules PAWS.

1/ Commodity Rates are \$/Dth.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA and Other, as applicable, and the applicable FL&U Reimbursement Percentage and Electric Power Rate pursuant to Currently Effective Rates – FL&U.

# **APPENDIX B**

**Redlined *Pro Forma* Settlement Tariff Records**

### Firm Transportation (FT) <sup>2/</sup>

Receipt Point	Delivery Point	Maximum Reservation Rate <sup>1/</sup>	Maximum Commodity Rate <sup>1/</sup>	Minimum Commodity Rate <sup>1/</sup>	Authorized Overrun Charges <sup>3/</sup>	
					Maximum Commodity Rate	Minimum Commodity Rate
		\$9.330912.58 <u>50</u>	\$0.00570.024 <u>9</u>	\$0.00570.024 <u>9</u>	\$0.31250.438 <u>7</u>	
		\$15.507124.9 <u>286</u>	\$0.00570.024 <u>9</u>	\$0.00570.024 <u>9</u>	\$0.51550.844 <u>5</u>	
West	West					\$0.00570.0249
	East	\$11.149112.3 <u>437</u>	\$0.00570.024 <u>9</u>	\$0.00570.024 <u>9</u>	\$0.37220.430 <u>7</u>	\$0.00570.0249
East	East	\$15.507124.9 <u>286</u>	\$0.00570.024 <u>9</u>	\$0.00570.024 <u>9</u>	\$0.51550.844 <u>5</u>	\$0.00570.0249
	West					\$0.00570.0249
<b>Unauthorized Overrun</b>						
	All Rec Pts All Del Pts	--	\$6.00	--		

\*\*\*\*\*

<sup>1/</sup> Reservation Rates are \$/Dth per month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

The applicable 100% load factor rate shall be the Maximum Daily Reservation Charge plus the applicable commodity charge.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

<sup>2/</sup> The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

## Tallgrass Interstate Gas Transmission, LLC

FERC Gas Tariff  
Sixth Revised Volume No. 1

Currently Effective Rates - FT  
Section Version: Pro Forma

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- 3/ Authorized Overrun rate equals the Interruptible Transportation maximum commodity rate as stated on Rate Schedule IT.

## Interruptible Transportation (IT) 2/

Receipt Point	Delivery Point	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
West	West	\$ <u>0.31250.4387</u>	\$ <u>0.00570.0249</u>
	East	\$ <u>0.51550.8445</u>	\$ <u>0.00570.0249</u>
East	East	\$ <u>0.37220.4307</u>	\$ <u>0.00570.0249</u>
	West	\$ <u>0.51550.8445</u>	\$ <u>0.00570.0249</u>

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.



**No-Notice Service (NNS) 2/**

Receipt Point	Delivery Point	Maximum Reservation Rate <u>1/</u>	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>	Authorized Overrun	
					Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
West	West	\$ <u>13.3949</u> <u>19.5366</u>	\$ <u>0.00570.0249</u>	\$ <u>0.00570.0249</u>	\$ <u>0.4461</u> <u>0.6672</u>	\$ <u>0.00570.0249</u>
	East	\$ <u>19.5709</u> <u>31.8803</u>	\$ <u>0.00570.0249</u>	\$ <u>0.00570.0249</u>	\$ <u>0.6491</u> <u>1.0730</u>	\$ <u>0.00570.0249</u>

**Unauthorized Overrun**

All Rec Pts	All Del Pts	--	\$6.00	--
-------------	-------------	----	--------	----

	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
Commodity Injection Rate	\$ <u>0.00540.0022</u>	\$ <u>0.00540.0022</u>
Commodity Withdrawal Rate	\$ <u>0.00540.0022</u>	\$ <u>0.00540.0022</u>
Commodity Transport Rate <u>3/</u>	\$ <u>0.00570.0249</u>	\$ <u>0.00570.0249</u>

\*\*\*\*\*

1/ Reservation Rates are \$/Dth per Month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

The applicable 100% load factor rate shall be the Maximum Daily Reservation Charge plus the applicable commodity charge.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

## Tallgrass Interstate Gas Transmission, LLC

FERC Gas Tariff  
Sixth Revised Volume No. 1

Currently Effective Rates - NNS  
Section Version: Pro Forma

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- 3/ The Commodity Transport Rate will be applied to transportation deliveries that leave Transporter's system.

## Small Customer Service (SCS) 2/

Receipt Point	Delivery Point	Maximum Reservation Rate <u>1/</u>	Maximum Commodity Rate <u>1/ 3/</u>	Minimum Commodity Rate <u>1/3/</u>
West	West	\$ <u>6.69759.7683</u>	\$ <u>0.00570.0249</u>	\$ <u>0.00570.0249</u>
	East	\$ <u>9.785515.9401</u>	\$ <u>0.00570.0249</u>	\$ <u>0.00570.0249</u>

### Unauthorized Overrun

All Rec Pts	All Del Pts	--	\$6.00	--
-------------	-------------	----	--------	----

	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
Commodity Injection Rate	\$ <u>0.00540.0022</u>	\$ <u>0.00540.0022</u>
Commodity Withdrawal Rate	\$ <u>0.00540.0022</u>	\$ <u>0.00540.0022</u>
Commodity Transport Rate <u>34/</u>	\$ <u>0.00570.0249</u>	\$ <u>0.00570.0249</u>

\*\*\*\*\*

1/ Reservation Rates are \$/Dth per Month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ The transportation rates reflected herein are based on receipt and delivery points located in each rate zone (i.e. West and East rate zones) reflected on the system map posted on Transporter’s EBB. Transporter will post on its Interactive Website all of the currently effective receipt and delivery points available for nomination on its interstate pipeline system and acquired capacity from third parties.

3/ Authorized Overrun rate is equal to the NNS Currently Effective Rates Authorized Overrun Rate.

4/ [The Commodity Transport Rate will be applied to transportation deliveries that leave Transporter’s system.](#)

## Firm Storage Service (FSS)

	<b>Maximum Reservation Rate <u>1/</u></b>	<b>Maximum Commodity Rate <u>1/ 2/</u></b>	<b>Minimum Commodity Rate <u>1/ 2/</u></b>
Deliverability	\$ <del>2.03933</del> .2878		
Capacity	\$ <del>0.04830</del> .0730		
Injection Rate		\$ <del>0.00540</del> .0022	\$ <del>0.00540</del> .0022
Withdrawal Rate		\$ <del>0.00540</del> .0022	\$ <del>0.00540</del> .0022
Unauthorized Overrun		\$6.00	

\*\*\*\*\*

1/ Reservation Rates are \$/Dth per Month. Commodity Rates are \$/Dth. The minimum Reservation Rate is \$0.00.

2/ Authorized Overrun rate equals the maximum ISS rate.

## CMC-2 (Cheyenne Market Center)

	Maximum Reservation Rate <u>1/</u>	Maximum Commodity Rate <u>2/</u>	Minimum Commodity Rate <u>2/</u>
<b>CMC-2</b>			
Transportation	<del>\$0.30770.5285</del>	<del>\$0.00260.0121</del>	<del>\$0.00260.0121</del>
Storage Deliverability	<del>\$0.24170.2808</del>	--	--
Storage Capacity	<del>\$0.24170.2808</del>	--	--
Storage Injection	--	<del>\$0.00290.0005</del>	<del>\$0.00290.0005</del>
Storage Withdrawal	--	<del>\$0.00290.0005</del>	<del>\$0.00290.0005</del>
Authorized Overrun Rate <u>3/ 4/</u>	--	<del>\$0.79951.1032</del>	<del>\$0.00840.0131</del>
Unauthorized Overrun Charge	--	\$6.00	--

1/ Reservation Rates are stated per Dth of Maximum Storage Quantity (MSQ). The minimum Reservation Rate is \$0.00.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA & Other and the applicable FL&U and Electric Power Cost Reimbursement pursuant to Currently Effective Rates – FL&U.

2/ Commodity, Injection, Withdrawal and Authorized Overrun Rates are \$/Dth.

3/ Authorized Overrun pursuant to Rate Schedule CMC-2, Section 3.3.

4/ For capacity release of CMC-2 service resulting in separate storage and transportation service components, the Authorized Overrun rate for the transmission component shall be ~~\$0.31030.5406~~ and the Authorized Overrun rate for the storage component for CMC-2 shall be ~~\$0.48920.5626~~.

## Interruptible Storage Service (ISS)

Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
<del>\$0.10740.1506</del>	<del>\$0.01080.0044</del>

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

## Park and Loan Service (PALS)

	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>	Authorized Overrun <u>2/</u> Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
Initial Rate	\$ <del>0.51550.8452</del>	\$0.0000	\$ <del>0.51550.845</del> <u>2</u>	\$0.0000
Park/Loan Balance Rate	\$ <del>0.25780.4226</del>	\$0.0000	\$ <del>0.51550.845</del> <u>2</u>	\$0.0000
Completion Rate	\$ <del>0.51550.8452</del>	\$0.0000	\$ <del>0.51550.845</del> <u>2</u>	\$0.0000
Unauthorized Overrun	\$6.00	---	---	---

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

2/ Authorized Overrun Charge is the maximum PALS rate.

## Storage Park and Loan Service (S-PALS)

	Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>	Authorized Overrun <u>2/</u>	
			Maximum Commodity Rate <u>1/</u>	Minimum Commodity Rate <u>1/</u>
Initial Rate	\$ <del>0.62290.9958</del>	\$0.0000	<del>\$0.62290.995</del> 8	\$0.0000
Park/Loan Balance Rate	\$ <del>0.31150.4979</del>	\$0.0000	<del>\$0.62290.995</del> 8	\$0.0000
Completion Rate	\$ <del>0.62290.9958</del>	\$0.0000	<del>\$0.62290.995</del> 8	\$0.0000
Unauthorized Overrun	\$6.00	----	----	----

\*\*\*\*\*

1/ Commodity Rates are \$/Dth.

2/ Authorized Overrun Charge is the maximum S-PALS Commodity Rate.



## Rate Schedule PAWS

### Pooling and Wheeling Service 1/

Pooling and Wheeling Service Rate	Maximum Commodity	Minimum Commodity
<b>Pooling</b>	\$0.0000	\$0.0000
<b>Wheeling</b>		
<b>Cheyenne Hub</b>	\$ <u>0.31250.4394</u>	\$0.0000

#### Authorized Overrun Service Charge

The Authorized Overrun Service Charge for all Shippers shall be the applicable PAWS-Pooling or PAWS-Wheeling maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDTQ.

#### Unauthorized Overrun Service Charge

The Unauthorized Overrun Service Charge for all Shippers shall be as specified in Section 3.3B of Rate Schedules PAWS.

1/ Commodity Rates are \$/Dth.

The above charges shall be increased to include the ACA pursuant to Currently Effective Rates – ACA and Other, as applicable, and the applicable FL&U Reimbursement Percentage and Electric Power Rate pursuant to Currently Effective Rates – FL&U.

# APPENDIX C

## Settlement Depreciation and Negative Salvage Rates 1/

### STORAGE

350.2	Rights-of-Way	1.98%
351	Structures and Improvements	2.02%
352	Wells	2.07%
353	Lines	2.06%
354	Compressor Station Equipment	2.00%
355	Measuring and Regulating Station Equipment	2.08%
356	Purification Equipment	2.10%
357	Other Equipment	2.08%

Weighted Average 2.04%

### TRANSMISSION

365.2	Rights-of-Way	1.88%
366	Structures and Improvements	1.99%
367	Mains	2.01%
368	Compressor Station Equipment - Existing	2.06%
369	Measuring and Regulating Station Equipment	2.01%
370	Communication Equipment	1.88%
371	Other Equipment	1.95%
303	Miscellaneous Intangible Plant -	1.22%

Weighted Average 2.01%

### GENERAL PLANT

390	Structures and Improvements	4.00%
391	Office Furniture and Equipment	25.00%
392	Transportation Equipment - Autos	20.00%
392	Transportation Equipment - Trucks	8.00%
392	Transportation Equipment - Trailers	8.00%
393	Stores Equipment	7.41%
394	Tools, Shop and Garage Equipment	7.41%
395	Laboratory Equipment	7.52%
396	Power Operated Equipment	4.00%
397	Communication Equipment	7.52%
398	Miscellaneous Equipment	7.50%

Weighted Average 11.62%

1/ Rates include a 0.38% negative salvage rate for transmission and a 0.31% negative salvage rate for storage (with the exception that no negative salvage allowance has been applied to Account 303, Intangible Plant).

# APPENDIX D

## Supporting/Non-Contesting Participants

AG PROCESSING INC. A COOPERATIVE  
ALMA, CITY OF  
ANADARKO ENERGY SERVICES COMPANY  
ATMOS ENERGY CORPORATION  
BLACK HILLS SERVICE COMPANY, LLC  
BRIDGEPORT ETHANOL, LLC  
CENTRAL CITY, CITY OF  
CIMA ENERGY, LP  
CITY OF HASTINGS, HASTINGS UTILITIES  
COLORADO SPRINGS UTILITIES  
CONSTELLATION ENERGY GENERATION, LLC  
DENBURY ONSHORE, LLC  
ENCORE ENERGY SERVICES, INC.  
ENERGY MANAGEMENT & CONSULTING SERVICES, LLC  
FIDELIS ENERGY GROUP, LLC  
GREEN PLAINS CENTRAL CITY LLC  
GREEN PLAINS TRADE GROUP, LLC  
GREEN PLAINS WOOD RIVER, LLC  
GREEN PLAINS YORK, LLC  
GREENAMERICA BIOFUELS ORD LLC  
HUSKER AG, LLC  
J. ARON & COMPANY LLC  
KAAPA ETHANOL PARTNERS AURORA LLC  
KAAPA ETHANOL RAVENNA, LLC  
KAAPA ETHANOL, L.L.C.  
KANSAS CORPORATION COMMISSION  
KINECT ENERGY, INC.  
KOCH ENERGY SERVICES, LLC  
MIDWEST ENERGY, INC.  
MISSOURI PUBLIC SERVICE COMMISSION  
MONTEX OIL & GAS, LLC  
NEBRASKA CORN PROCESSING LLC  
NORTHWESTERN CORP. D/B/A NORTHWESTERN ENERGY  
NUCOR STEEL, A DIVISION OF NUCOR CORPORATION  
ONE GAS INC. DBA KANSAS GAS SERVICE COMPANY  
PREFERRED SANDS OF GENOA, LLC  
PUBLIC SERVICE COMPANY OF COLORADO  
REP PROCESSING LLC  
SANDHILL RENEWABLE ENERGY, LLC  
SPIRE MISSOURI INC.  
STANCHION ENERGY, LLC  
SUMMIT SUSTAINABLE INGREDIENTS, LLC  
SYMMETRY ENERGY SOLUTIONS, LLC  
TALLGRASS MIDSTREAM, LLC  
TIGER NATURAL GAS, INC.

TRENTON AGRI PRODUCTS LLC  
UNITED ENERGY TRADING, LLC  
VALERO RENEWABLE FUELS COMPANY, LLC  
VILLAGE OF STUART  
WESTERN PLAINS ENERGY, LLC  
WESTERN SUGAR COOPERATIVE  
WINONA, KS, CITY OF  
WISNER, CITY OF  
WOODRIVER ENERGY LLC  
WORLD FUEL SERVICES, INC.  
WTE-BURNETT DAIRY RNG, LLC  
YUMA ETHANOL, LLC