



Tallgrass Interstate Gas Transmission, LLC

October 8, 2024

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

Re: Tallgrass Interstate Gas Transmission, LLC
Non-Conforming Agreement Amendment
Docket No. RP24-____-000

Dear Acting Secretary Reese:

Tallgrass Interstate Gas Transmission, LLC (“TIGT”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission” or “FERC”) to become part of TIGT’s FERC Gas Tariff, Sixth Revised Volume No. 1 (“Tariff”) and the Original Volume - The Book of Contracts, the following revised tariff sections (the “Proposed Tariff Sections”) with a requested effective date of October 8, 2024.

<u>Section Name</u>	<u>Section Version</u>
Sixth Revised Volume No. 1: Non-Conforming Agreements	8.0.0
Original Volume - The Book of Contracts: Section 4.3 – NC CSU K# 550378	1.0.0

Pursuant to Part 154 of the Commission’s regulations,¹ the following items are included in this filing:

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

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

Pursuant to 18 CFR § 154.601, TIGT is submitting the instant filing to reflect one amended and restated non-conforming agreement, Contract No. 550378, with Colorado Springs Utilities (“CSU”) that, due to an administrative error, was not filed in the usual timely manner. Upon completion of a recent internal

¹ 18 CFR § 154 (2024).

audit, it was discovered that an amendment to the CSU non-conforming agreement, with an effective date of April 1, 2024, was not submitted. The changes to the amended and restated non-conforming contract are strictly limited to term of service. No other changes are being proposed and no changes have been made to the non-conforming language provisions, which were originally filed with the Commission on May 31, 2018, in Docket No. RP18-873-000, and approved by the Commission on June 22, 2018.²

Due to the previously mentioned administrative oversight, TIGT requests that the Commission waive all necessary regulations in order to accept this filing and allow the Proposed Tariff Sections to become effective on October 8, 2024.

Procedural Matters

TIGT respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herein may become effective on October 8, 2024, as requested. Approval of this requested waiver is in the public interest where no other shipper will be harmed and the needs of consumers are met. The Commission, in its Policy Statement, stated that it would readily grant requests to waive the 30-day notice requirement of 18 CFR § 154.207.³

Pursuant to the Commission's regulations, TIGT is submitting this filing via electronic filing. TIGT requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on October 8, 2024. If the Commission suspends the Proposed Tariff Sections, TIGT hereby moves to place the accepted Proposed Tariff Sections 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 TIGT to change any aspect of TIGT's proposal prior to these Proposed Tariff Sections becoming effective, TIGT reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

In compliance with 18 CFR § 154.204(f), TIGT states that it has no other filings pending before the Commission that will significantly affect the Proposed Tariff Sections tendered in this proceeding.

Communications and Service

TIGT 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:

² *Tallgrass Interstate Gas Transmission, LLC*, Letter Order Pursuant to § 375.307, Docket No. RP18-873-000 (June 22, 2018).

³ See *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076, pp. 61,241-42 (1996); see also *Gulfstream Natural Gas System, L.L.C.*, 107 FERC ¶ 61,169, P 8 (2004).

Debbie-Anne A. Reese, Acting Secretary

October 8, 2024

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L. Drew Cutright
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Lakewood, CO 80228
303-763-3438
drew.cutright@tallgrass.com

Stewart Merrick
Assistant General Counsel
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
801-230-8442
stewart.merrick@tallgrass.com

A copy of this filing is being served on TIGT's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at TIGT'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 Tallgrass Interstate Gas Transmission, LLC

Clean Tariff Records

NON-CONFORMING AGREEMENTS

The Commission has directed that the following Agreements be filed with the Commission because they contain provisions which do not conform to Transporter's *pro-forma* service agreements:

Colorado Springs Utilities, Transportation Rate Schedule PAWS, filed with the Commission on January 30, 2020 (Contract No 951246).

Colorado Springs Utilities, Transportation Rate Schedule CMC-2, filed with the Commission on March 1, 2010, May 30, 2013, May 30, 2014, May 31, 2018, September 21, 2022, and October 8, 2024 (Contract No. 550378).

CMC-2 FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE
CHEYENNE MARKET CENTER-2 (CMC-2)

In consideration of the representations, covenants and conditions contained below, Tallgrass Interstate Gas Transmission, LLC ("Transporter") and Shipper agree, as of March 28, 2023, that Transporter will provide transportation service under Part 284 of FERC's regulations for Shipper on a Firm basis in accordance with the provisions contained in this Transportation Service Agreement. This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as revised from time-to-time ("the Tariff"), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

_____ effective _____ and is the original contract.

X effective April 1, 2024, this Amendment No. 8 amends and restates
CMC-2 Contract No. 550378 effective December 17, 2003

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

COLORADO SPRINGS UTILITIES

ATTN: Somer Mese

215 N. NICHOLS BLVD

COLORADO SPRINGS, CO 80907

(719) 668-5953

smese@csu.org

3. TERM OF SERVICE:

(Date, period-of-time or event): June 1, 2004

to

(Date, period-of-time or event): March 31, 2029

4. SHIPPER’S STATUS:

- Local Distribution Company
- Intrastate Pipeline Company
- Interstate Pipeline Company
- Other: An enterprise of the City of Colorado Springs, a Colorado home-rule city and municipal corporation

5. TRANSPORTATION ON BEHALF OF:

- Local Distribution Company
- Intrastate Pipeline Company
- Interstate Pipeline Company
- Other: SHIPPER

6. MAXIMUM STORAGE QUANTITY (MSQ):

(Date, Period-of-Time or Event)	Dth
<u>April 1, 2024 – March 31, 2029</u>	<u>700,000</u>

7. MAXIMUM DAILY INJECTION QUANTITY (IQ):

(Date, Period-of-Time or Event)	Dth
<u>April 1, 2024– March 31, 2029</u>	<u>4,480</u>

8. MAXIMUM DAILY WITHDRAWAL QUANTITY (WQ):

(Date, Period-of-Time or Event)	Dth
<u>April 1, 2024 – March 31, 2029</u>	<u>7,280</u>

9. PRIMARY RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY (“MDRQ”):

(Date, Period-Of-Time or Event)	PIN #	PIN Name	MDRQ	By Displacement Only (Yes or No)
<u>04/01/2024 –</u>	<u>6997</u>	<u>CIG/TIGT BIDI</u>	<u>4,480</u>	<u>NO</u>

<u>03/31/2029</u>		<u>INTERCONNECT</u> <u>WELD</u>		

Total MDRQ: 4,480 = IQ

10. PRIMARY DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”):

(Date, Period-Of-Time or Event)	PIN #	PIN Name	MDDQ	By Displacement Only (Yes or No)
<u>04/01/2024 –</u> <u>03/31/2029</u>	<u>9662</u>	<u>CIG/TIGT</u> <u>ARROWHEAD</u> <u>WELD</u>	<u>7,280</u>	<u>NO</u>

Total MDDQ: 7,280 = WQ

11. RATES:

(Pursuant to Section 3 of Rate Schedule CMC-2 of the Tariff).

Transportation Reservation Rate: Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 31 and 30, respectively, of the Tariff.

Transportation Commodity Rate: Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 30 of the General Terms and Conditions of the Tariff.

Storage Deliverability Reservation Rate: Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 31 and 30, respectively, of the Tariff.

Storage Capacity Reservation Rate: Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 31 and 30, respectively, of the Tariff.

Storage Injection Rate: Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 30 of the General Terms and Conditions of the Tariff.

Storage Withdrawal Rate: Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 30 of the General Terms and Conditions of the Tariff.

FL&U and Electric Cost Reimbursement: (Pursuant to Section 3 of Rate Schedule CMC-2 of the Tariff): Maximum applicable rate per Tariff, as revised from time-to-time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 30 of the General Terms and Conditions of the Tariff, and unless Transporter and Shipper mutually agree on a charge for FL&U in lieu of providing Gas in-kind for Fuel reimbursement under Rate Schedule CMC-2.

ACA Charges: Applicable rate per Tariff, as revised from time-to-time.

Additional Facilities Charge:

None

Lump-sum payment of _____

Monthly fee of _____ through _____

Other Charges: Applicable charges per Tariff as may be assessed by Shipper.

12. RIGHT OF FIRST REFUSAL PROVISIONS (pursuant to Section 3.5 of the General Terms and Conditions of the Tariff). (Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

13. ROLLOVER PROVISIONS (pursuant to Section 3.4 of the General Terms and Conditions of the Tariff). (Check one):

Not Applicable

Applicable (Complete the following):

Notice of Rollover Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

14. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

15. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Tallgrass Interstate Gas Transmission, LLC
Attn: Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergyllp.com

16. LIMITED SOURCE OF PAYMENT

Shipper's obligation to pay for CMC service or for any judgment resulting from CMC service shall be limited to revenues received from Shipper's provision of natural gas to its customers or any appropriation of funds for such payment (the "Limited Source of Payment"). Further, Shipper shall not be required to use tax revenues or other City revenues for such purposes, and Transporter shall look solely to the Limited Source of Payment provided herein for payment for CMC service or for any judgment resulting from CMC service. In the event the Limited Source of Payment is insufficient for Shipper to satisfy its obligations to pay for CMC service, then Transporter may invoke the applicable provisions of its FERC Gas Tariff. Indemnity requirements established in Transporter's FERC Gas Tariff shall apply only to the extent authorized by law. The Parties acknowledge that Shipper is subject to and will comply with the provisions of the Colorado Public Records Act, C.R.S. § 24-72-201 et seq.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative

Tallgrass Interstate Gas Transmission, LLC

FERC Gas Tariff
Original Volume The Book of Contracts

Section 4.3 NC CSU K# 550378
Section Version: 1.0.0

Shipper Approval:

Shipper: Colorado Springs Utilities

Signature: _____

Title: _____

Transporter Approval:

Transporter: Tallgrass Interstate Gas Transmission, LLC

Signature: _____

Title: _____

Marked Tariff Records

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1. THIS AGREEMENT IS: (Check one)

 effective and is the original contract.

 X effective April 1, 2024~~2021~~, this Amendment No. 87 amends and restates CMC-2 Contract No. 550378 effective December 17, 2003

2. SHIPPER'S NAME, ADDRESS, PHONE, EMAIL:

COLORADO SPRINGS UTILITIES

ATTN: Somer Mese~~Abdessamad Nassif~~

215 N. NICHOLS BLVD

COLORADO SPRINGS, CO 80907

(719) 668-5953

smeseanassif@csu.org

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FERC Gas Tariff
Original Volume The Book of Contracts

Section 4.3 NC CSU K# 550378
Section Version: 1.0.0

Shipper Approval:

Shipper: Colorado Springs Utilities

Signature: _____

Title: _____

Transporter Approval:

Transporter: Tallgrass Interstate Gas Transmission, LLC

Signature: _____

Title: _____