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FERC Docket: RP96-296-000

Original Sheet No. 0 K N Interstate Gas Transmission Co.: Third Revised Volume No. 1-A Original Sheet No. 0 : Superseded

FERC GAS TARIFF

Third Revised Volume No. 1-A

(Supersedes Second Revised Volume No. 1-A)

of

K N Interstate Gas Transmission Co.

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning Tariff Should be Addressed to:

Larry D. Kemper Leader - Tariffs K N Interstate Gas Transmission Co. P.O. Box 281304 370 Van Gordon Street Lakewood, CO 80228-8304 Telephone: (303) 763-3662 Facsimile: (303) 763-3157

FERC Docket: GT97- 65-000

First Revised Sheet No. 2 First Revised Sheet No. 2 : Superseded Superseding: Original Sheet No. 2

### PRELIMINARY STATEMENT

K N Interstate is a "natural gas company" under the definition of Section 2(6) of the Natural Gas Act and is subject to the jurisdiction of the Commission. K N Interstate's operations include the processing, exchange, transportation and storage of natural gas. K N Interstate operates in the states of Colorado, Kansas, Missouri, Oklahoma, Texas and Wyoming, performing one or more of these Effective Date: 08/01/1996 Status: Effective FERC Docket: RP96-296-000

Original Sheet No. 3 Original Sheet No. 3: Superseded

System Map Contained on Hard Copy Only.

FERC Docket: RP97-81-004

Third Revised Sheet No. 4-G Third Revised Sheet No. 4-G: Superseded

Superseding: Second Revised Sheet No. 4-G
STATEMENT OF NEGOTIATED RATES 1/2/3/4/

Shipper Contract Rate Contract Reservation Commodity Delivery Receipt Number Schedule Demand Charge Charge Name Point(s)/Zone Point(s)/Zone

(THIS SHEET IS RESERVED FOR FUTURE USE)

- Reservation Charge is \$/Dth per month. Commodity Charge is \$/Dth. 1/
- 2/ In addition to the above referenced rates, unless otherwise agreed to by Transporter, Shipper shall pay all applicable charges
- as contained in Transporter's tariff. Shipper shall also provide fuel reimbursement in such additional quantities as specified

in Transporter's tariff.

- The recourse rates applicable to this service are the maximum rates applicable to the referenced rate schedule as stated on
- currently effective Sheet Nos. 4-A through 4-D of Transporter's Tariff.
- 4/ Shipper's negotiated rate contract with Transporter does not deviate in any material aspect from the Form of Service

Agreement in Transporter's Tariff.

FERC Docket: RP97-81-005

Fourth Revised Sheet No. 4-G Fourth Revised Sheet No. 4-G: Superseded

Superseding: Third Revised Sheet No. 4-G STATEMENT OF NEGOTIATED RATES 1/2/3/4

Shipper Contract Rate Contract Reservation Commodity Receipt Delivery Name Number Schedule Demand Charge Charge Point(s)/Zone Point(s)Zone

Natural Gas Transmission Services 01443 FT 2,600 \$9.1858 \$0.0214 Niobrara WNG/Yuma

Pooling Point Interconn
(#998577) Delivery
Production Area 3 Yuma Cty,
(#009054)

Productio

 $<sup>1/\,</sup>$  Reservation Charge is  $\$  Dth per month. Commodity Charge is  $\$  Dth.

<sup>2/</sup> In addition to the above referenced rates, unless otherwise agreed to by Transporter, Shipper shall pay all applicable charges as contain

Transporter's Tariff. Shipper shall also provide fuel reimbursement in such additional quantities as specified in Transporter's Tariff.

<sup>3/</sup> The recourse rates applicable to this service are the maximum rates applicable to the referenced rate schedule as stated on currently eff

Sheet No.s 4-A through 4-D of Transporter's Tariff.

<sup>4/</sup> Shipper's negotiated rate contract with Transporter does not deviate in any material aspect from the Form of Service Agreement in Transpo
Tariff.

FERC Docket: RP96-296-000

Original Sheet No. 9 Original Sheet No. 9: Superseded

RATE SCHEDULE FT - continued

#### SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
  - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.
  - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
  - c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas, in MMBTU, which Transporter agrees to deliver on any day for the account of Shipper at all Delivery Point(s). Such delivery points and such MDTQ shall be specified in the executed Service Agreement.

FERC Docket: RP97-81-000

First Revised Sheet No. 15 First Revised Sheet No. 15 : Superseded

Superseding: Original Sheet No. 15

RATE SCHEDULE FT - continued

#### 5. RATES

- 5.1 RATES. The applicable rates, including any surcharges, for firm transportation service are set forth in effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. Unless otherwise agreed in writing between Transporter and Shipper under Section 36 of the General Terms and Conditions, the applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.
- 5.2 MONTHLY BILL. Commencing for the month in which the FT Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
  - a. RESERVATION CHARGE. The reservation charge shall be the product of:
    - (1) the Maximum Reservation Rate as stated on Sheet Nos. 4 for each Primary Path, unless otherwise agreed to in writing; provided, if Shipper nominates Secondary Receipt and/or Delivery Points and the Maximum Reservation Rate of the path nominated is greater than the Maximum Reservation Rate of the primary path, Shipper will be billed the difference in the Maximum Reservation Rates for the applicable period and quantities, unless otherwise agreed to in writing; and
    - (2) the MDDQ specified by Primary Path in Shipper's FT Service Agreement.
  - b. COMMODITY CHARGE. The commodity rate multiplied by the volume in MMBTU of gas delivered by Transporter during the month at the Point(s) of Delivery.

FERC Docket: RP96-296-000

Original Sheet No. 16 Original Sheet No. 16: Superseded

RATE SCHEDULE FT - continued

#### DAILY OVERRUN CHARGES.

- (1) Authorized Overrun Charge. If on any day Transporter has capacity available and Shipper desires to transport gas exceeding the Maximum Daily Delivery Quantity total for any rate zone, or in the aggregate exceeding the Maximum Daily Transportation Quantity (by accepting nominations in excess of these quantities) Transporter may authorize delivery of the gas. Quantities of gas moved in excess of the MDDQ total by rate zone or the MDTQ will be subject to a charge equal to the authorized overrun rate as shown on Sheet 4-D of this tariff.
- (2) Unauthorized Overrun Charge. A daily overrun charge shall be paid by Shipper for taking a daily quantity of gas which was not nominated exceeding the Maximum Daily Delivery Quantity (MDDQ) total for any rate zone, exceeding the level to which deliveries have been curtailed, or in the aggregate, exceeding the Maximum Daily Transportation Quantity (MDTQ). Quantities of overrun gas in excess of five percent (5%) or 50 MMBTU over the above quantities, following a notice period of forty-eight(48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to a charge equal to the quantity in excess of the tolerance multiplied by the rate for

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RATE SCHEDULE FT - continued

- 5.3 Shipper shall reimburse Transporter for:
  - a. ADDITIONAL FACILITY CHARGE. If Transporter, in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, Transporter will allow Shipper to choose either:
    - (1) A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
    - (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
    - (3) Transporter will allocate additional facility charges among multiple Shippers pro-rata, based on the percentage of requested use of the facilities.
- b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service. Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

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Original Sheet No. 20 Original Sheet No. 20: Superseded

RATE SCHEDULE FT - continued

5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a daily imbalance or a portion of the monthly balancing charge under this rate schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, such Shipper shall be relieved of such charges.

#### 6. SCHEDULING OF RECEIPTS AND DELIVERIES

- 6.1 NOMINATIONS. If Shipper desires transportation of gas on any day under this Rate Schedule, Shipper shall comply with the following nomination procedures:
  - a. First of month service
    Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. (CT) three business days prior to the first day of the month. Nominations received less than three (3) days in advance will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.

Next day service Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day before Shipper desires service. Transporter shall have no obligation to

criteria are:

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Original Sheet No. 21 Original Sheet No. 21: Superseded

RATE SCHEDULE FT - continued

transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 11:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.

Same day service Shippers shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day the Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Same day service nominations will be accepted at "qualified points" only. Same day service nominations must be for a verifiable physical increase or decrease in the flow of gas. Nominations to redistribute nominated volumes (contract switches) must have KNI's approval before acceptance. Same day service nominations are subject to all KNI confirmation procedures. Shippers are responsible to "pre-confirm" same day service nominations before submittal to KNI, so that all confirming Parties should be aware of the transaction. A same day service nomination will not be accepted if it would curtail gas that is already flowing, regardless of its rate schedule. Same day service nominations cannot cause a Shipper to exceed its MDTQ. The criteria for a point to qualify as a "Qualified Point" are set out below and are posted on the EBB. Specific points shall also be listed on the EBB.

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Original Sheet No. 29 Original Sheet No. 29: Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

## ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement. This Agreement may be extended for another primary term if agreed to by both parties in accordance with the provisions in the General Terms and Conditions on the Right of First Refusal Process.

#### ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's FT Rate Schedule as shown on Sheet No. 4 of Volume No. 1-A and as the same may be hereafter revised or changed. The rates to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule FT, nor less than the minimum rate under Rate Schedule FT.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory  $\,$ 

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RATE SCHEDULE IT - continued

retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.

- b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to deliver to Shipper on any day for the account of Shipper at any nominated Delivery Point(s), should capacity be available. Such delivery points and such MDTQ shall be specified in the executed Service Agreement.
- 3.3 APPROVED DAILY NOMINATION. The Approved Daily Nomination shall mean that quantity of gas which Transporter has approved to be transported on a particular day.

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Original Sheet No. 43 Original Sheet No. 43: Superseded

RATE SCHEDULE IT - continued

- (3) A completed Credit Application Form, the form of which is contained in this tariff.
- 4.3 An Interruptible Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

#### 5. RATES

- 5.1 RATES. The applicable maximum and minimum unit rates including any surcharges for interruptible transportation service are set forth in effective Sheet No. 4-B of Volume 1-A of this FERC Gas Tariff, as revised from time to time. Shipper and Transporter may agree in writing to an applicable unit commodity rate which shall not be in excess of the maximum unit rate nor less than the minimum unit rate.
- 5.2 MONTHLY BILL. Commencing for the month in which the IT Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
  - a. COMMODITY CHARGE. The applicable unit commodity rate by nominated path multiplied by the volume in MMBtu of gas delivered by Transporter during the month at the Point(s) of Delivery. Preauthorized deliveries in excess of contract quantities will be charged the maximum IT rate, unless otherwise agreed to in writing.

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Original Sheet No. 47 Original Sheet No. 47: Superseded

RATE SCHEDULE IT - continued

#### 6. SCHEDULING OF RECEIPTS AND DELIVERIES

- 6.1 NOMINATIONS. If Shipper desires transportation of gas on any day under this Rate Schedule, Shipper shall comply with the following nominations procedures:
  - a. First of month service
    Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. (CT) three business days prior to the first day of the month Nominations received less than three (3) days in advance will be accepted on a reasonable efforts basis subject to confirmation by upstream and downstream operators.

Next day service Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day before Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 11:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.

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Original Sheet No. 48 Original Sheet No. 48: Superseded

RATE SCHEDULE IT - continued

Same day service Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day the Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Same day service nominations will be accepted at "qualified points" only. Same day service nominations must be for a verifiable physical increase or decrease in the flow of gas. Nominations to redistribute nominated volumes (contract switches) must have KNI's approval before acceptance. Same day service nominations are subject to all KNI confirmation procedures. Shippers are responsible to "pre-confirm" same day service nominations before submittal to KNI, so that all confirming. Parties should be aware of the transaction.  $\bar{\mathbf{A}}$  same day service nomination will not be accepted if it would curtail gas that is already flowing, regardless of its rate schedule. Same day service nominations cannot cause a Shipper to exceed its MDTQ. The criteria for a point to qualify as a "Qualified Point" are set out below and are posted on the EBB. Specific

 Electronic flow measurement availability with communication capability to KNI measurement system.

points shall also be listed on the EBB. The

criteria are:

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RATE SCHEDULE IT - continued

- (2) Location capable of flow adjustment verifiable by KNI and operator
- (3) 24 hour telephone contact for operator
- (4) Shipper must advise operator to contact Transporter.
- b. Include in the nomination: 1) the quantity of gas to be received by Transporter (including Shipper's transportation volumes, 2) overrun volumes, 3) any volumes to satisfy past imbalances, 4) fuel reimbursement quantities for volumes at each specified Receipt Point), 5) receipt points (primary and/or secondary), 6) the quantity to be delivered by Transporter at each specified delivery point (primary and/or secondary) on the desired gas day, 7) provide contract numbers for both upstream and downstream parties, if known, and related processing agreement numbers, and 8) nominate to no more than one (1) delivery point per transportation nomination. The total receipt nominations less the fuel reimbursement quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.
- c. For Next day service, Transporter shall respond by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.

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Original Sheet No. 55 Original Sheet No. 55: Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

#### ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's IT Rate Schedule IT and as shown on Sheet No. 4 of Volume 1-A and as the same may be hereafter revised or changed. The rate to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule IT, nor less than the minimum rate under Rate Schedule IT.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedule IT and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT, (b) Transporter's Rate Schedule IT, pursuant to which service is rendered, or any provision of the General Terms and Conditions applicable to Rate Schedule IT.

# ARTICLE IV RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s)

Effective Date: 08/01/1996 Status: Effective FERC Docket: RP96-296-000

Title:\_\_\_\_\_

Original Sheet No. 60 original Sheet No. 60 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

0 1 '			
	ty: Maximum Daily Transportation Qua ay	antity:	MMBtu per
Rate:			
	he rate charged will be the max nless otherwise agreed to in w		ation rate
A	eimbursement: s stated in Tariff Sheet No. 4- greed to in writing.	-E & 4-F, unless	otherwise
	N WITNESS WHEREOF, the parties signed by their duly authorized		_
K N In	terstate Gas Transmission Co.		
Ву:			
Title:			
SHIPPE	R		
Ву:			

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RATE SCHEDULE NNS - continued

- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY CONTRACT QUANTITY. The Maximum Daily Contract Quantity (MDCQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to deliver as no-notice service. From November 1 through March 31, each one hundred MMBtu of maximum daily contract quantity represents one hundred MMBtu of storage deliverability and one hundred MMBtu of transmission capacity from storage to the delivery point(s).
- 3.3 PRIMARY RECEIPT POINT. The primary receipt point for no-notice service is Huntsman storage.
- 3.4 SECONDARY RECEIPT POINT(S). A Shipper holding FT Service may nominate from any number of Secondary Receipt Points subject to the provisions below. The sum of the nominated quantities at all Primary and Secondary Receipt Points, less fuel reimbursement and other deductions, shall not exceed the Maximum Daily Transportation Quantity (MDTQ) of the Agreement on any given day.
  - a. Secondary Receipt Points are all other receipt points which are not set forth as Primary Receipt Points in the Service Agreement. If Shipper nominates Secondary Receipt Points and the maximum reservation rate of the path used is greater than the maximum reservation rate of the primary path, Shipper will be billed the difference in the maximum reservation rates unless otherwise agreed to in writing by Transporter.

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RATE SCHEDULE NNS - continued

- 3.7 SECONDARY DELIVERY POINT(S). A Shipper holding FT service may nominate from any number of Secondary Delivery Points. If in any month, Shipper nominates quantities at Secondary Delivery Points, and all of such Secondary Points are within the Rate Zone(s) for which capacity is reserved, no additional Reservation Charges associated with the use of additional Rate Zone(s) shall be applicable. The sum of the nominated quantities at all Primary and Secondary Delivery Points, less fuel reimbursement and other deductions, shall not exceed the MDTQ of the Agreement on any given day.
- 3.8 NOMINATIONS AT PRIMARY OR SECONDARY DELIVERY POINT(S). Shippers served under this FT Rate Schedule may nominate at either primary or secondary delivery points. Nominations at secondary points will interrupt IT service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given IT service customers 24-hour notice.
- 3.9 MAXIMUM STORAGE QUANTITY. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to store for the account of Shipper. Such volume (MSQ) shall be specified in the executed Service Agreement. Transporter may direct Shipper to inject into Shipper's no-notice storage account to maintain the capacity to provide the contracted level of no-notice service.
  - a. Shipper's MSQ shall equal forty-five (45) times the Maximum Daily Contract Quantity.
  - b. Negative storage inventories will not be allowed.

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Original Sheet No. 73 Original Sheet No. 73: Superseded

RATE SCHEDULE NNS - continued

4.4 REQUEST FOR NON-SPECIFIC NO-NOTICE SERVICE.

Non-specific no-notice requests and service agreements are intended to facilitate the acquisition of released capacity on Transporter's system. All shippers requesting non-specific no-notice service must provide the information required in Sections 4.1 and 4.2, except for specific receipt and delivery point information and prepayment.

#### 5. RATES

- 5.1 RATES. The applicable rates, including any surcharges, for no-notice service are set forth in the effective Sheet No. 4-C of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Fuel reimbursement quantity set forth on Sheet Nos. 4-E and 4-F, shall be charged prior to injection of gas into storage. The commodity rate applicable to NNS shall be charged on withdrawal of the gas from storage.
- 5.2 MONTHLY BILL. Commencing for the month in which the NNS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
  - a. RESERVATION CHARGE. The reservation charge shall be the product of:
    - (1) the Maximum Reservation Rate as stated on Sheet Nos. 4 for each Primary Path, unless otherwise agreed to in writing; provided, if Shipper nominates Secondary

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RATE SCHEDULE NNS - continued

Receipt and/or Delivery Point(s) and the Maximum Reservation Rate of the path nominated is greater than the Maximum Reservation Rate of the Primary Path, Shipper will be billed the difference in the Maximum Reservation Rates for the applicable period and quantities, unless otherwise agreed to in writing; and

- (2) the MDDQ specified by Primary Path in Shipper's NNS Agreement.
- b. COMMODITY CHARGE. The commodity rate multiplied by the volume in MMBtu of gas delivered by Transporter during the month at the Point(s) of Delivery.
- c. DAILY OVERRUN CHARGES.
  - (1) Authorized Overrun Charge. If on any day Transporter has capacity available and Shipper desires to transport gas exceeding the Maximum Daily Delivery Quantity total for any rate zone, or in the aggregate exceeding the Maximum Daily Transportation Quantity (by accepting nominations in excess of these quantities) Transporter may authorize

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RATE SCHEDULE NNS - continued

delivery of the gas. Quantities of gas moved in excess of the MDDQ total by rate zone or the MDTQ will be subject to a charge equal to the authorized overrun rate as shown on Sheet 4-D of this tariff.

(2) Unauthorized Overrun Charge. An overrun charge shall be paid by Shipper for taking a daily quantity of gas which was not nominated exceeding the Maximum Daily Delivery Quantity (MDDQ) total for any rate zone, exceeding the level to which deliveries have been curtailed, or in the aggregate, exceeding the  $% \left\{ 1\right\} =\left\{ 1$ Maximum Daily Contract Quantity (MDCQ). Quantities of overrun gas in excess of five percent (5%) or 50 MMBtu over the above quantities, following a notice period of forty-eight (48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to a charge equal to the quantity in excess of the tolerance multiplied by the rate for unauthorized overruns set forth in Sheet No. 4-D of this tariff. Quantities of overrun gas less than the tolerance, or for which notice has not been given, will be subject to a charge equal to the overrun quantity multiplied by the authorized overrun rate set forth in Sheet No. 4-D of this tariff.

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Original Sheet No. 76 Original Sheet No. 76: Superseded

RATE SCHEDULE NNS - continued

- (3) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or delivery in excess of the MDTQ at any time, in its reasonable discretion, as necessary to protect the integrity of its system, including maintenance of service to other customers.
- (4) During periods when operational flow orders are in effect, any overruns would be subject to the provisions of Section 29 of the General Terms and Conditions.
- d. SMALL CUSTOMER EXEMPTION.

For a five (5) year period from the date of implementation of Transporter's restructured services, an existing small customer whose current contract quantity as of date of implementation is equal to or less than 5000 MMBtu per day, will be billed at fifty percent (50%) of the maximum applicable NNS reservation rate. This exemption shall only be available to those small customers who take one hundred percent (100%) NNS, with all of their delivery points on one contract.

- 5.3 Shipper shall reimburse Transporter for:
  - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, in order to provide service, Transporter will require:

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Original Sheet No. 85 Original Sheet No. 85: Superseded

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

## ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement. This Agreement may be extended for another primary term if agreed to by both parties in accordance with the provisions in the General Terms and Conditions on the Right of First Refusal Process.

#### ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule NNS as shown on Sheet No. 4 of Volume No. 1-A and as the same may be revised or changed. The rates to be charged Shipper for No-Notice Service shall not be more than the maximum rate under Rate Schedule NNS, nor less than the minimum rate under Rate Schedule NNS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

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Original Sheet No. 90 original Sheet No. 90 : Superseded

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

### ARTICLE XII SPECIFIC INFORMATION

No-Notice Service Agreement between K N Interstate Gas Transmission Co. ("Transporter") and ("Shipper").
Contract Number:
Contract Date://
Primary Term: Renewal Term: AnnualOther Termination Notice:
Shipper:
Quantity: Maximum Daily Contract Quantity:MMBtu per day
Rate: The rate charged will be the maximum no-notice service rate unless otherwise agreed to in writing.
Fuel Reimbursement:  As stated on Tariff Sheet No. 4-E & 4-F, unless otherwise agreed to in writing.

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Original Sheet No. 101 Original Sheet No. 101: Superseded

RATE SCHEDULE FSS - continued

- (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
- (3) A completed Credit Application Form; the form of which is contained in this tariff.
- 4.3 A Firm Storage Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.
- 4.4 REQUEST FOR NON-SPECIFIC FSS. Non-specific FSS requests and service agreements are intended to facilitate the acquisition of released storage capacity on Transporter's system. All Shippers requesting non-specific FSS must provide the information required in Sections 4.1 and 4.2, except prepayment.

#### 5. RATES

- 5.1 RATES. The applicable rates for firm storage service are set forth in effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.
- 5.2 MONTHLY BILL. Commencing for the month in which the FSS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
  - a. DELIVERABILITY RESERVATION CHARGE. The Deliverability Reservation Charge shall be the product of:

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RATE SCHEDULE FSS - continued

- (1) the Maximum Deliverability Reservation rate, unless otherwise agreed to in writing; and
- (2) the Maximum Daily Withdrawal Quantity (MDWQ) specified in Shipper's FSS Agreement.
- b. CAPACITY RESERVATION CHARGE. The Capacity Reservation Charge shall be the product of:
  - (1) The Maximum Capacity Reservation Rate, unless otherwise agreed to in writing; and
  - (2) The Maximum Storage Quantity (MSQ) specified in Shipper's FSS Agreement.
- c. COMMODITY INJECTION CHARGE. The applicable volume commodity injection charge multiplied by the volume in MMBtu of gas injection by Transporter during the month.
- d. COMMODITY WITHDRAWAL CHARGE. The applicable volume commodity withdrawal charge multiplied by the volume in MMBtu of gas withdrawn by Transporter during the month.
- e. AUTHORIZED OVERRUN CHARGE. Preauthorized withdrawals in excess of contract quantities will be charged the maximum ISS rate.
- 5.3 Shipper shall reimburse Transporter for:
  - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide storage service, Transporter will require:

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Original Sheet No. 103 Original Sheet No. 103: Superseded

RATE SCHEDULE FSS - continued

- (1) A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
- (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
- b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

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Original Sheet No. 104 Original Sheet No. 104: Superseded

RATE SCHEDULE FSS - continued

- 6. SCHEDULING OF INJECTIONS AND WITHDRAWALS.
  - 6.1 NOMINATIONS. If Shipper desires injection or withdrawal of stored gas on any day under this Rate Schedule, Shipper shall comply with the following nomination procedures:
    - a. First of month service
      Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. (CT) three business days prior to the first day of the month Nominations received less than three (3) days in advance will be accepted on a reasonable efforts basis subject to confirmation by upstream and downstream operators.

Next day service Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day before Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 11:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.

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RATE SCHEDULE FSS - continued

Same day service

Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day the Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Same day service nominations will be accepted at "qualified points" only. Same day service nominations must be for a verifiable physical increase or decrease in the flow of gas. Nominations to redistribute nominated volumes (contract switches) must have KNI's approval before acceptance. Same day service nominations are subject to all KNI confirmation procedures. Shippers are responsible to "pre-confirm" same day service nominations before submittal to KNI, so that all confirming parties should be aware of the transaction.

A same day service nomination will not be accepted if it would curtail gas that is already flowing, regardless of its rate schedule. Same day service nominations cannot cause a Shipper to exceed its MDTQ. The criteria for a point to qualify as a "Qualified Point" are set out below and are posted on the EBB. Specific points shall also be listed on the EBB. The criteria are:

- Electronic flow measurement availability with communication capability to KNI measurement system.
- (2) Location capable of flow adjustment verifiable by KNI and operator
- (3) 24 hour telephone contact for operator

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RATE SCHEDULE FSS - continued

- (4) Shipper must advise operator to contact Transporter.
- b. Include in the nomination: 1) the quantity of gas to be received by Transporter (including Shipper's transportation volumes, 2) overrun volumes, 3) any volumes to satisfy past imbalances, 4) fuel reimbursement quantities for volumes at each specified Receipt Point), 5) receipt points (primary and/or secondary), 6) the quantity to be delivered by Transporter at each specified delivery point (primary and/or secondary) on the desired gas day, 7) provide contract numbers for both upstream and downstream parties, if known, and related processing agreement numbers, and 8) nominate to no more than one (1) delivery point per transportation nomination. The total receipt nominations less the fuel reimbursement quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.
- c. For Next day service, Transporter shall respond by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.
- d. Nominate storage injections or withdrawals by indicating the storage agreement number as the "delivered to" or "received from" party in the corresponding transportation nomination.
- e. A Shipper may nominate under terms of paragraph a above, to transfer volumes from that Shipper's inventory balance into another Shipper's inventory balance. Such a transfer must be verified by both Shippers.

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FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

#### ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule FSS and as shown on Sheet No. 4 of Volume No. 1-A and as the same may be revised or changed. The rates to be charged Shipper for storage shall not be more than the maximum rate under Rate Schedule FSS, nor less than the minimum rate under Rate Schedule FSS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules FSS, and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FSS, (b) Transporter's Rate Schedule FSS, pursuant to which service is rendered, or any provision of the General Terms and Conditions applicable to Rate Schedule FSS.

## ARTICLE IV INJECTION

Natural gas to be injected by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the inlet side of Transporter's storage facilities. The Maximum Daily Injection Quantity shall be determined using the Maximum Storage Quantity, the Fuel Reimbursement Quantity and other deductions. Any provisions for incremental facilities are set forth in Appendix A.

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RATE SCHEDULE ISS - continued

- 4.2 A request for service must include the following:
  - a. CREDIT INFORMATION.
    - (1) A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;
    - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
    - (3) A completed Credit Application Form, the form of which is contained in this tariff.
- 4.3 An Interruptible Storage Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

#### 5. RATES.

5.1 RATES. The applicable maximum and minimum unit rates for interruptible storage service are set forth in the effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum unit rate nor less than the minimum rate.

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RATE SCHEDULE ISS - continued

b. FILING FEES. Any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

- 6. SCHEDULING OF INJECTIONS AND WITHDRAWALS
  - 6.1 NOMINATIONS. If Shipper desires injection or withdrawal of stored gas on any day under this Rate Schedule, Shipper shall comply with the following nomination procedures:

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RATE SCHEDULE ISS - continued

a. First of month service
Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. (CT) three business days prior to the first day of the month Nominations received less than three (3) days in advance will be accepted on a reasonable efforts basis subject to confirmation by upstream and downstream operators.

Next day service Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day before Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 11:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.

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criteria are:

RATE SCHEDULE ISS - continued

Same day service Shipper(s) shall submit a nomination through the electronic bulletin board by 11:00 a.m. CT the day the Shipper desires service. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's nomination is not timely. Same day service nominations will be accepted at "qualified points" only. Same day service nominations must be for a verifiable physical increase or decrease in the flow of gas. Nominations to redistribute nominated volumes (contract switches) must have KNI's approval before acceptance. Same day service nominations are subject to all KNI confirmation procedures. Shippers are responsible to "pre-confirm" same day service nominations before submittal to KNI, so that all confirming communication capability to KNI measurement system parties should be aware of the transaction. A same day service nomination will not be accepted if it would curtail gas that is already flowing, regardless of its rate schedule. Same day service nominations cannot cause a Shipper to exceed its MDTQ. The criteria for a point to qualify as a bQualified Pointh are set out below and are posted on the EBB. Specific points shall also be listed on the EBB. The

- (1) Electronic flow measurement availability with communication capability to KNI measurement system
- (2) Location capable of flow adjustment verifiable by KNI and operator

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RATE SCHEDULE ISS - continued

- (3) 24 hour telephone contact for operator
- (4) Shipper must advise operator to contact Transporter.
- b. Include in the nomination: 1) the quantity of gas to be received by Transporter (including Shipper's transportation volumes, 2) overrun volumes, 3) any volumes to satisfy past imbalances, 4) fuel reimbursement quantities for volumes at each specified Receipt Point), 5) receipt points (primary and/or secondary), 6) the quantity to be delivered by Transporter at each specified delivery point (primary and/or secondary) on the desired gas day, 7) provide contract numbers for both upstream and downstream parties, if known, and related processing agreement numbers, and 8) nomination to no more than one (1) delivery point per transportation. The total receipt nominations less the fuel reimbursement quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.
- c. For Next day service, Transporter shall respond by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.

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#### RATE SCHEDULE ISS - continued

- d. Nominate storage injections or withdrawals by indicating the storage agreement number as the "delivered to" or "received from" party in the corresponding transportation nomination.
- 6.2 DETERMINATION OF WITHDRAWALS. Refer to Section 8 of Transporter's General Terms and Conditions.
- 6.3 COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle Shipper's natural gas with other gas in Transporter's storage system.
- 6.4 Upon expiration of the ISS agreement, any gas remaining in storage will continue under the ISS agreement for sixty (60) days. Any gas remaining in inventory sixty (60) days after expiration of the ISS agreement will be confiscated by Transporter.

#### 7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

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FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

#### ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's ISS Rate Schedule ISS and as shown on Sheet No. 4 of Volume 1-A and as the same may be hereafter revised or changed. The rate to be charged Shipper for storage shall not be more than the maximum rate under Rate Schedule ISS, nor less than the minimum rate under Rate Schedule ISS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedule ISS and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule ISS, (b) Transporter's Rate Schedule ISS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule ISS.

## ARTICLE IV INJECTION

Natural gas to be injected by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the inlet side of Transporter's storage facilities.

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TRANSPORTATION SERVICE REQUEST FORM - continued

#### PRIMARY RECEIPT POINT INFORMATION

On the attached Appendix A, please list the name, precise legal location, or meter number if available, the maximum daily receipt quantity in MMBtu being requested, for each receipt point listed. If multiple primary delivery point rate zones are requested, primary receipt points and quantities must be allocated by delivery point rate zone. Interruptible transportation requests will be governed by the master receipt point list, unless otherwise requested.

#### PRIMARY DELIVERY POINT INFORMATION

On the attached Appendix B, please list the name, precise legal location or meter number, if available, and the maximum daily delivery quantity in MMBtu being requested. Interruptible transportation requests will be governed by the master delivery point list, unless otherwise requested. If requesting a proposed delivery point, include a field contact, telephone number and a billing name and address for the cost of installation. A separate facility agreement may be required.

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the service request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), and that Shipper's request will become part of a log available for public inspection. Shipper agrees to pay Transporter's effective transportation rate applicable for this service and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for filing fees upon receipt of an invoice.

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 $\textbf{Original Sheet No. 147} \; \texttt{Original Sheet No. 147} \; : \; \; \texttt{Superseded}$ 

# TRANSPORTATION SERVICE REQUEST APPENDIX A RECEIPT POINTS

		MAXIMUM DAILY RECEIPT
FACILITY	LEGAL LOCATION OR	QUANTITY
NAME	METER NUMBER	in MMBtu 1/
	TOTAL 2/	

The maximum daily receipt volume at any receipt point must not exceed the gas volume available to Shipper at that point.

For additional receipt points, attach another sheet.

- 1/ The total must not exceed the Maximum Daily Transportation Quantity. Maximum Daily receipt Quantities are stated in terms of equivalent deliveries. For FT requests, points and MDRQs must be allocated by primary delivery point rate zones.
- 2/ FT only.