



June 30, 2025

Ms. Debbie-Anne Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Kern River Gas Transmission Company
Docket No. RP25-_____
Negotiated Rate Transactions

Dear Secretary Reese:

Pursuant to Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"), Kern River Gas Transmission Company ("Kern River") hereby tenders for filing and acceptance the following tariff sheets as part of its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), to be effective July 1, 2025:

Tariff Sheet No. 450D, Version 12.0.0
Tariff Sheet No. 450E, Version 15.0.0
Tariff Sheet No. 453R, Version 5.0.0

Purpose

The purpose of this filing is to obtain Commission acceptance of revised negotiated rate transportation service agreements with BP Energy Company ("BP"), ConocoPhillips Company ("Conoco"), and CIMA Energy L.P. ("CIMA") in accordance with the Commission's Statement of Policy on Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines ("Policy Statement"). The proposed revisions are more fully described below.

Proposed Revisions

BP - Contract No. 26000: Tariff Sheet No. 450D is updated with changes that reflect the extension of the agreement from 07/01/2025 through 12/31/2026 with a different negotiated rate. The extended term provisions are set forth in footnote 33 of revised Tariff Sheet No. 453R.

Conoco – Contract No. 26004: Tariff Sheet No. 450E is updated to reflect the extension of the agreement from 07/01/2025 through 10/31/2027 with a different negotiated rate. The extended term provisions are set forth in footnote 34 of revised Tariff Sheet No. 453R.

CIMA – Contract No. 26001: Tariff Sheet No. 450E is updated to reflect the extension of the agreement from 07/01/2025 through 06/30/2028 with a different negotiated rate. The extended term provisions are set forth in footnote 35 of revised Tariff Sheet No. 453R.

The revised negotiated rate provisions for these agreements are set forth in footnote 18 of Tariff Sheet No. 453O.

Nothing in these revised transportation service agreements deviates in any material respect from the form of service agreement for Rate Schedule KRF-1 in Kern River's Tariff.

Other Regulatory Requirements

In accordance with the Policy Statement and applicable precedent, Kern River will record separately the billing determinants, quantities transported, rates, surcharges and revenues associated with negotiated rate transactions so this information can be separately identified and totaled in Statements G, I and J in Kern River's future general rate proceedings. Also, the negotiated rate transactions shall be reflected in Kern River's transactional report pursuant to Order Nos. 637, 637A and 637B.

Waiver and Effective Date

The Policy Statement provides: "the Commission will readily grant requests to waive the 30-day notice requirement" for negotiated rate filings.¹ Accordingly, Kern River respectfully requests that the Commission grant a waiver of section 154.207 and any other waivers of its Regulations it deems necessary to allow the tendered tariff sheets to be effective July 1, 2025.

Materials Submitted

This filing is comprised of an eTariff.xml filing package containing:

- this transmittal letter,
- the proposed tariff sheets in electronic format, with metadata attached,
- clean copy of the tariff sheets for posting on the Commission's eLibrary, and
- marked copy of the tariff sheets.

Posting

In accordance with Section 154.208, Kern River has served an electronic copy of this filing upon its customers and interested state regulatory commissions.

¹ 74 FERC ¶ 61,076 at 61,241-2 (1996). See *NorAm Gas Transmission Company*, 77 FERC ¶ 61,011 at 61,034-5 (1996).

Hon. Debbie-Anne Reese

June 30, 2025

Page 3 of 3

Communications

Kern River respectfully requests that all communications regarding this filing be served upon each of the following:

Luis Valdivia
Director, Regulatory Policy and Rates
Kern River Gas Transmission Company
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Salt Lake City, Utah 84121
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Senior Attorney
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2755 East Cottonwood Parkway
Salt Lake City, Utah 84121
(801) 937-6068
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Respectfully submitted,

KERN RIVER GAS TRANSMISSION COMPANY

/s/ Luis Valdivia

Luis Valdivia
Director, Regulatory Policy and Rates

NEGOTIATED RATE AGREEMENTS (Continued)

<u>Shipper Name/ Agreement No.</u>	<u>Negotiated Reservation Rate (per Dth)</u>	<u>Rate Schedule</u>	<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Quantity (Dth/d)</u>	<u>Term Expires</u>
BP Energy Company No. 26000	18/	KRF-1	Opal	Kramer Junction	*	12/31/2026 33/
* July 1, 2025 – July 31, 2025					48,430	
August 1, 2025 – August 31, 2025					48,430	
September 1, 2025 – September 30, 2025					46,545	
October 1, 2025 – October 31, 2025					40,658	
November 1, 2025 – November 30, 2025					48,430	
December 1, 2025 – December 31, 2025					31,524	
January 1, 2026 – January 31, 2026					41,329	
February 1, 2026 – February 28, 2026					44,045	
March 1, 2026 – August 31, 2026					48,430	
September 1, 2026 – September 30, 2026					46,545	
October 1, 2026 – October 31, 2026					40,658	
November 1, 2026 – December 31, 2026					48,430	
Citadel Energy Marketing LLC No. 26002	18/	KRF-1	Opal	Wheeler Ridge	46,930	10/31/2029 17/
World Fuels Services Inc. No. 1908	29/	KRF-1	Opal	Blue Diamond	*	2/28/2027 28/
* November 1, 2023 – February 29, 2024					2,000	
March 1, 2024 – October 31, 2024					0	
November 1, 2024 – February 28, 2025					2,000	
March 1, 2025 – October 31, 2025					0	
November 1, 2025 – February 28, 2026					2,000	
March 1, 2026 – October 31, 2026					0	
November 1, 2026 – February 28, 2027					2,000	

NEGOTIATED RATE AGREEMENTS (Continued)

<u>Shipper Name/ Agreement No.</u>	<u>Negotiated Rate (per Dth)</u>	<u>Rate Schedule</u>	<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Contract Quantity (Dth/d)</u>	<u>Term Expires</u>
Concord Energy LLC No. 26003	11/	KRF-1	Opal	South Midway	*	3/31/2019 22/
January 1, 2024 – December 31, 2024					48,430	
January 1, 2025 – January 31, 2025					46,645	
February 1, 2025 – February 28, 2025					45,734	
March 1, 2025 – May 31, 2025					48,430	
June 1, 2025 – June 30, 2025					47,815	
July 1, 2025 – August 31, 2025					48,430	
September 1, 2025 – September 30, 2025					46,545	
October 1, 2025 – October 31, 2025					40,658	
November 1, 2025 – November 30, 2025					48,430	
December 1, 2025 – December 31, 2025					31,525	
January 1, 2026 – January 31, 2026					41,329	
February 1, 2026 – February 28, 2026					44,045	
March 1, 2026 – May 31, 2026					48,430	
June 1, 2026 – June 30, 2026					47,815	
July 1, 2026 – August 31, 2026					48,430	
September 1, 2026 – September 30, 2026					46,545	
October 1, 2026 – October 31, 2026					40,658	
November 1, 2026 – May 31, 2027					48,430	
June 1, 2027 – June 30, 2027					47,815	
July 1, 2027 – August 31, 2027					48,430	
September 1, 2027 – September 30, 2027					46,545	
October 1, 2027 – October 31, 2027					40,658	
November 1, 2027 – December 31, 2027					48,430	
Each Year Thereafter, Beginning January 1, 2028:						
January 1 – September 30					48,430	
October 1 – October 31					42,992	
November 1 – December 31					48,430	
CIMA Energy, LP No. 26001	18/	KRF-1	Opal	Blue Diamond	20,000	6/30/2028 35/
ConocoPhillips Company No. 26004	18/	KRF-1	Opal	Blue Diamond	20,000	10/31/2027 34/
Direct Energy Business Marketing, LLC No. 26065	12/	KRF-1	Opal	Blue Diamond	20,000	11/30/2021 21/
MIECO LLC No. 26006	12/	KRF-1	Opal	Blue Diamond	20,000	5/31/2018 9/

FOOTNOTES: (Continued)

28/ This Agreement shall be in effect from November 1, 2023, through February 28, 2027, for the months of November through February. This Agreement may be extended for an additional term of one year or longer if Transporter and Shipper agree on a rate and term for the extended period prior to the expiration date of this Agreement.

29/ Shipper and Transporter have agreed to a Negotiated Daily Reservation/Demand Rate of \$0.5191 per Dth for the total DMDQ under this Agreement. In addition to the Negotiated Daily Reservation/Demand Rate, Shipper is responsible for reimbursing Transporter for fuel and Daggett surcharges at the rates applicable to incremental rate service related to the Apex Expansion Project and for commodity and other surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.

30/ Shipper and Transporter have agreed to a Negotiated Daily Reservation/Demand Rate of \$0.5191 per Dth for the total DMDQ under this Agreement. In addition to the Negotiated Daily Reservation/Demand Rate, Shipper is responsible for reimbursing Transporter for fuel, Daggett surcharges, commodity charges and surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.

31/ Pursuant to Section 5.10 of Rate Schedule KRF-L1, Transporter and Shipper have mutually agreed to a Negotiated Rate for service under this Transportation Service Agreement, as provided in Section 23 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Effective commencing September 1, 2023, such Negotiated Rate is a Daily Reservation/Demand Rate of \$0.0140 per Dth for the Primary Term.

32/ This Agreement shall be in effect from April 1, 2025 through April 30, 2025, and month to month thereafter. Either party may terminate this Agreement at the expiration of the initial term or any time thereafter by giving at least twenty (20) calendar days' written notice to the other party.

33/ This Agreement shall be in effect beginning July 1, 2025 through December 31, 2026. Prior to the expiration date of this Agreement, the Parties may, by mutual consent, extend the term of this Agreement for a duration and at a rate mutually agreed upon by Transporter and Shipper. Shipper shall have a right of first refusal pursuant to the terms of Transporter's Tariff.

34/ This Agreement shall be in effect beginning July 1, 2025 through October 31, 2027. Prior to the expiration date of this Agreement, the parties may, by mutual consent, extend the term of this Agreement for a duration and at a rate mutually agreed upon by Transporter and Shipper. Shipper shall have a right of first refusal pursuant to the terms of Transporter's Tariff.

35/ This Agreement shall be in effect beginning July 1, 2025 through June 30, 2028. Prior to the expiration date of this Agreement, the Parties may, by mutual consent, extend the term of this Agreement for a duration and at a rate mutually agreed upon by Transporter and Shipper. Shipper shall have a right of first refusal pursuant to the terms of Transporter's Tariff.

NEGOTIATED RATE AGREEMENTS (Continued)

Shipper Name/ Agreement No.	Negotiated Reservation Rate (per Dth)	Rate Schedule	Receipt Points	Delivery Points	Quantity (Dth/d)	Term Expires
BP Energy Company 2026 933/ No. 26000	181/	KRF-1	Opal	Kramer Junction	*	-0512/31/2018
* January 1, 2024 – December 31, 2024						48,430
January 1, 2025 – January 31, 2025						46,645
February 1, 2025 – February 28, 2025						45,734
March 1, 2025 – August 31, 2025						48,430
September 1, 2025 – September 30, 2025						48,430
October 1, 2025 – October 31, 2025						46,545
November 1, 2025 – November 30, 2025						40,658
December 1, 2025 – December 31, 2025						48,430
January 1, 2026 – January 31, 2026						31,524
February 1, 2026 – February 28, 2026						41,329
March 1, 2026 – August 31, 2026						44,045
September 1, 2026 – September 30, 2026						48,430
October 1, 2026 – October 31, 2026						46,545
November 1, 2026 – August 31, 2027						40,658
September 1, 2027 – September 30, 2027						48,430
October 1, 2027 – October 31, 2027						46,545
November 1, 2027 – December 31, 2027						40,658
Each Year Thereafter, Beginning January 1, 2028:						48,430
January 1 – September 30						42,991
October 1 – October 31						48,430
November 1 – December 31						48,430
Citadel Energy Marketing LLC No. 26002	18/	KRF-1	Opal	Wheeler Ridge	46,930	10/31/2029 17/
World Fuels Services Inc. No. 1908	29/	KRF-1	Opal	Blue Diamond	*	2/28/2027 28/
* November 1, 2023 – February 29, 2024					2,000	
March 1, 2024 – October 31, 2024					0	
November 1, 2024 – February 28, 2025					2,000	
March 1, 2025 – October 31, 2025					0	
November 1, 2025 – February 28, 2026					2,000	
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November 1 – December 31					48,430	
CIMA Energy, LP 56/3130/2018-2028 935/ No. 26001	1218/	KRF-1	Opal	Blue Diamond	20,000	
ConocoPhillips Company 2027 34/ No. 26004	1218/	KRF-1	Opal	Blue Diamond	20,000	—510/31/2018
Direct Energy Business Marketing, LLC No. 26065	12/	KRF-1	Opal	Blue Diamond	20,000	11/30/2021 21/
MIECO LLC	12/	KRF-1	Opal	Blue Diamond	20,000	5/31/2018 9/

No. 26006

FOOTNOTES: (Continued)

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