



October 9, 2025

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

Re: Kern River Gas Transmission Company
Request to Amend Tariff Section Conveyed into Filed XML Package and Request for
Waiver and Shortened Comment Period
Docket No. RP25-1155

Dear Secretary Reese:

Pursuant to Section 4 of the Natural Gas Act ("NGA"), 15 U.S.C. § 717c, and Part 154, Subpart D of the rules and regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), 18 C.F.R. Part 154 (2024), Kern River Gas Transmission Company ("Kern River") hereby submits for filing, as part of its FERC Gas Tariff, Original Volume No. 1 ("Tariff 1A"), the following Tariff Section. The proposed effective date of the Tariff Section is November 1, 2025. Kern River requests a waiver of Section 154.207 as requested below. In addition, Kern River respectfully requests a shortened comment period such that the Commission may accept this filing by October 31, 2025.

Original Volume No. 1A
Section 2.1.1, Version 3.0.0

Reason for Filing

On September 24, 2025, in Docket No. RP25-1155, Kern River filed revised tariff records proposing, among other modifications, removing an expired non-conforming Transportation Service Agreement and the corresponding non-conforming Precedent Agreement from Tariff 1A ("September 24 Filing"). The revised tariff records for Tariff 1A submitted in the September 2024 Filing, included Section 2.1.1, Version 3.0.0 as reflected in Kern River's filing on eLibrary. In the September 24 Filing, Kern River inadvertently conveyed Section 2.2.1, Version 3.0.0 instead of Section 2.1.1, Version 3.0.0 into the XML package filed with the eTariff program. Accordingly, Kern River requests rejecting as moot Section 2.2.1, Version 3.0.0 and amending it with Section 2.1.1, Version 3.0.0, as Kern River intended in the September 24 Filing.

Waivers and Shortened Comment Period

Amending the September 24 Filing results in Section 2.1.1, Version 3.0.0 being filed less than thirty (30) days prior to the requested November 1, 2025 effective date as provided in Section 154.207 of the Commission's regulations.¹ Kern River respectfully requests that the Commission grant a waiver of Section 154.207 to allow the Tariff Section to become effective November 1, 2025. Good cause exists for granting this waiver because the Tariff Section submitted by this filing is already available on the Commission's eLibrary site and, thus, does not impact the ongoing review by customers. Kern River also respectfully requests that the Commission grant any other waivers necessary to accept and approve this filing to be effective November 1, 2025. In addition, Kern River respectfully requests a shortened comment period such that the Commission may accept this filing by October 31, 2025. Good cause exists to permit the shortened comment period, because the Tariff Section submitted by this filing is already available on the Commission's eLibrary site, and does not impact the ongoing review of customers.

Marked Version of Tariff Section

In accordance with Section 154.201 of the Commission's regulations, a marked version of the Tariff Section submitted by this filing is included.

Materials Submitted

This filing comprises an eTariff.xml filing package containing:

- this transmittal letter,
- the Tariff Section submitted by this filing in electronic format, with metadata attached, and
- the Tariff Section submitted by this filing in a clean version and a marked (red-lined) version, showing all additions and deletions from the currently effective Tariff Section.

Effective Date

Kern River respectfully requests that the Commission authorize to place the Tariff Section submitted by this filing into effect on November 1, 2025.

Other

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 18 C.F.R. § 154.207 (2024).

Debbie-Anne Reese, Acting Secretary

October 9, 2025

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Communications

All communication regarding this report should be served upon:

Luis Valdivia
Director, Regulatory Policy and Rates
Kern River Gas Transmission Company
2755 East Cottonwood Parkway
Salt Lake City, Utah 84121
(402) 398-7393
luis.valdivia@nngco.com

Reef Pace
Sr. Attorney
Kern River Gas Transmission Company
2755 E. Cottonwood Parkway
Salt Lake City, Utah 84121
(801) 937-6068
reef.pace@kernrivergas.com

Respectfully submitted,

KERN RIVER GAS TRANSMISSION COMPANY

/s/ Luis Valdivia

Luis Valdivia
Director, Regulatory Policy and Rates

Attachments

Section 2.1.1

Reserved

Section 2.1.1

~~Amended and Restated Precedent Agreement with
Southwest Gas Corporation~~

~~Dated 02/01/08~~Reserved

~~AMENDED AND RESTATED PRECEDENT AGREEMENT FOR
FIRM TRANSPORTATION SERVICE~~

~~THIS PRECEDENT AGREEMENT FOR FIRM TRANSPORTATION SERVICE is made and entered into this first day of February 2008, by and between KERN RIVER GAS TRANSMISSION COMPANY, a Texas general partnership ("Kern River") and SOUTHWEST GAS CORPORATION, a California Corporation ("Shipper") and is amended and restated as of March 6, 2008 ("Agreement").~~

~~WITNESSETH:~~

~~WHEREAS, Kern River owns and operates an interstate natural gas transmission system extending from receipt points near Opal, Wyoming to delivery points in Utah, Nevada and California, subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC");~~

~~WHEREAS, Kern River initiated an open season on October 29, 2007, for shippers desiring to acquire firm transportation service to Utah, Nevada or California, and for existing shippers desiring to permanently relinquish firm transportation service on a year-round basis ("Open Season");~~

~~WHEREAS, no existing shippers desired to permanently relinquish firm transportation service by the December 17, 2007 deadline;~~

~~WHEREAS, Kern River extended the Open Season to conclude on February 1, 2008, 4:00 p.m. (MST), to allow shippers additional time to evaluate acquiring firm transportation service through the new expansion facilities necessary to accommodate the new service;~~

~~WHEREAS, Shipper submitted a precedent agreement dated February 1, 2008, requesting 61,000 Dth per day of capacity, and Kern River and Shipper desire to amend and restate the precedent agreement to set forth the rates for Shipper's service, to revise certain dates in the Agreement to be consistent with dates offered to other parties in a supplemental open season as described below, to replace and supersede the original Exhibit "A" dated February 1, 2008, with the Exhibit "A" attached hereto, dated March 6, 2008, which entitles Shipper to 61,000 Dth per day of expansion capacity pursuant to the terms hereof, and to make other changes acceptable to Kern River and Shipper;~~

~~WHEREAS, based on the results of the Open Season, Kern River completed its analysis of estimated rates and compressor fuel factors applicable to the new service requested and determined that such service can be provided under Rate Schedule KRF-1 at the rates applicable to the 2003 expansion project, with a fuel reimbursement percentage of approximately 3.2%;~~

~~WHEREAS, Kern River is holding a supplemental open season to conclude on March 6, 2008, for an additional 84,000 Dth per day of capacity to accommodate a total expansion of 145,000 Dth per day ("Supplemental Open Season");~~

~~WHEREAS, if there are requests in the Supplemental Open Season that exceed 84,000 Dth per day, the capacity will be allocated among the parties requesting service in the Supplemental Open Season, but Shipper's 61,000 Dth per day will not be allocated except as provided in Section 1.1; and~~

~~WHEREAS, Kern River and Shipper desire to enter into this Agreement and to execute a Transportation Service Agreement ("TSA") for firm transportation service pursuant to the terms contained herein.~~

~~NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and subject to all of the terms, conditions, and provisions herein set forth, Kern River and Shipper agree as follows:~~

~~ARTICLE I~~

~~FIRM TRANSPORTATION SERVICE COMMITMENT~~

~~1.1 — In response to the Open Season, Shipper requested the firm transportation service described, and in accordance with the elections made, on Exhibit "A," attached hereto and incorporated herein. Subject to the termination provisions in this Agreement, Shipper shall receive 61,000 Dth per day of demand maximum daily quantity ("DMDQ") and receipt and delivery point entitlements as set forth in Exhibit "A"; provided, however, in the event that requests from other parties exceed the 84,000 Dth per day being offered in the Supplemental Open Season, Kern River and Shipper agree that Kern River may, in its sole discretion, use up to 11,000 Dth per day of Shipper's 61,000 Dth per day of DMDQ to satisfy those requests. In the event Kern River elects to use all or a part of Shipper's 11,000 Dth per day to fill such requests, Kern will notify Shipper by March 7, 2008, of the reductions to Shipper's DMDQ and receipt and delivery point entitlements and will provide to Shipper a revised Exhibit "A" to reflect such reductions, which will be incorporated into and made a part of this Agreement.~~

~~1.2 — The requested service is subject to Kern River's ability to construct the new facilities to accommodate a proposed in-service date of November 1, 2010.~~

~~1.3 — In its certificate application, Kern River will seek rolled-in rate treatment for the costs associated with the new service. Shipper will pay a rate equal to the then applicable 15-year rate under Kern River's Rate Schedule KRF-1 for Firm Incremental Rate Service for the 2003 Expansion Project for a 15-year term. The rate will be subject to applicable surcharges and modified to reflect a final order from the FERC in Docket No. RP04-274, subsequent orders in future Kern River rate proceedings, changes in tariff provisions, and changes in applicable regulations.~~

~~1.4 — Shipper shall pay compressor fuel, lost and unaccounted for gas, and other surcharges as set forth in Kern River's tariff as such charges may change from time to time. The compressor fuel reimbursement percentage for the new service initially is expected to be approximately 3.2%.~~

~~1.5 — Notwithstanding Shipper's binding commitment in Article 1.1, Kern River reserves the right to determine the ultimate size of its expansion.~~

~~1.6 — Kern River may terminate this Agreement if it does not receive conditional approval from its Board of Directors. Kern River will provide notice to Shipper of such termination by March 14, 2008, if such approval is not received.~~

~~1.7 — If Kern River does not terminate this Agreement pursuant to Article 1.6, then Shipper may terminate this Agreement by April 8, 2008, if Shipper has not received approval from its Board of Directors for the requested transportation service; provided, however, to exercise and perfect such right of termination, Shipper must provide to Kern River by April 8, 2008, at 4:00 p.m. (MDT) a written notice of termination. In the event any other shipper that requested service during the Supplemental Open Season provides notice of termination of its precedent agreement pursuant to this Article, Kern River may need to obtain additional Board of Director approval for a revised expansion project. If such approval is not received by April 15, 2008, this Agreement will terminate upon Kern River giving written notice of such termination to Shipper.~~

~~1.8 — After evaluating all the new service requests received during the Supplemental Open Season, Kern River will tender a TSA to Shipper reflecting the service provisions set forth on Exhibit "A" hereto, as may be amended pursuant to Section 1.1. Such TSA will be tendered to Shipper by no later than April 22, 2008. Shipper agrees to satisfy the credit requirements set forth in Article 3.2 herein and execute and return the TSA by May 6, 2008. Shipper will not propose or make any modifications to the TSA that would render it a non-conforming agreement under FERC's regulations.~~

~~1.9 — The commencement of transportation service under the TSA will begin the later of November 1, 2010, or the date the new facilities are placed in service.~~

~~ARTICLE II TERMINATION & EXPIRATION~~

~~2.1 — In the event this Agreement is terminated in accordance with its terms, Shipper will not be entitled to participate in the expansion regardless of the ultimate expansion design and/or associated rate treatment; provided, however, this provision is not intended to prevent Shipper from obtaining expansion capacity through a subsequent open season, if any, through capacity release or other means of acquiring such capacity from another shipper.~~

~~2.2 — Upon the parties' execution of a TSA, Article I and Exhibit "A" of this Agreement will expire and be superseded by the TSA. Articles II through VIII of this Agreement will then continue in effect until service under the TSA commences. Once service under the TSA commences, then Articles II, V, VI, and VII of this Agreement will expire, unless there has been a prior breach of one or more of such Articles, in which case such Articles will remain in effect until the breach has been resolved. Article III, IV, VIII and IX of this Agreement will expire upon the expiration of the TSA.~~

~~2.3 — If Kern River has not received and accepted a final certificate order from FERC by December 31, 2009, authorizing construction of new facilities required to provide service under the TSA, Kern River may, upon written notice to Shipper, terminate Articles II through IX of~~

~~this Agreement and the TSA. Prior to such notice, Kern River may discuss alternatives to termination with Shipper.~~

~~ARTICLE III CREDIT FOR EXPANSION FACILITIES~~

~~3.1 — Upon the execution of the TSA and at all times thereafter through the expiration of the TSA, Shipper must either be creditworthy or provide the credit support described below:~~

~~(a) — Shipper's creditworthiness will be determined in accordance with Kern Rivers KRF-1 Firm Transportation Rate Schedule or;~~

~~(b) — If Shipper is not creditworthy in accordance with (a) above, Shipper must furnish and maintain through the expiration of the TSA: (1) a written guaranty in a form satisfactory to Kern River from a third party which is creditworthy as determined in accordance with Kern River's KRF-1 Firm Transportation Rate Schedule, or (2) cash collateral or an acceptable irrevocable letter of credit in an amount equal to the product of the Daily Reservation/Demand Rate times the DMDQ for thirty-six months of service under the TSA.~~

~~3.2 — After execution of the TSA, Shipper's obligation to remain creditworthy or to provide credit support as provided in this Article III will be continuing in nature, notwithstanding that service may not have commenced under the TSA. If Shipper fails to maintain creditworthiness or maintain credit support as provided in this Article III, Kern River will have the right to terminate this Agreement and the TSA and to remarket and recontract Shipper's requested DMDQ. Prior to terminating this Agreement and the TSA, Kern River will provide Shipper at least 30 days prior written notice and the opportunity to satisfy the credit requirements of this Article III. In the event Kern River terminates this Agreement and the TSA pursuant to this Article III, Shipper will be liable for any deficiency in the Daily Reservation/Demand Rate charges that may result from Shipper's credit default whether or not transportation service has commenced under the TSA.~~

~~3.3 — To the extent of any inconsistency between the cash collateral and letter of credit requirements in this Article III and the cash collateral and letter of credit requirements applicable to Kern River' KRF-1 Firm Transportation Rate Schedule, the cash collateral and letter of credit requirements in this Article III shall govern.~~

~~3.4 — The credit requirements set forth in this Article III will continue in effect through the expiration of the TSA and will apply to any assignment(s) and/or permanent release(s) of or under the TSA.~~

~~3.5 — Kern River will have the right, in whole or in part, to pledge this Agreement, the TSA, or any and all of its rights hereunder, as security for any indebtedness incurred in connection with the financing, or refinancing, under an existing credit facility or other debt obligations and to assign, in whole or in part, this Agreement, the TSA, or Shipper's credit support provided under this Article III, in accordance with the terms and conditions of any agreement Kern River has or may have with third parties pertaining to any such indebtedness.~~

~~ARTICLE IV~~
~~SUCCESSION & ASSIGNMENT~~

~~4.1 — Any entity that will become a successor to this Agreement by purchase, merger or consolidation will be entitled to the rights and will be subject to the obligations of its predecessor in interest under this Agreement.~~

~~4.2 — Except as provided in Article 4.3, Shipper will not assign this Agreement without the express prior written consent of Kern River, which consent will not be unreasonably withheld. Shipper acknowledges and agrees that Kern River may decline to consent to an assignment by Shipper to a party that does not or cannot demonstrate satisfaction of Kern River's creditworthiness requirements.~~

~~4.3 — Shipper will have the right to pledge this Agreement, or any and all of its rights hereunder, as security for any indebtedness incurred in connection with the financing or refinancing of an existing credit facility or other debt obligations and to assign this Agreement in accordance with the terms and conditions of any agreement with third parties pertaining to any such indebtedness.~~

~~ARTICLE V~~
~~NO THIRD PARTY BENEFICIARIES~~

~~5.1 — This Agreement will not create any rights in any third parties, and no provision will be construed as creating any obligations for the benefit of, or right in favor of, any person or entity other than Kern River or Shipper.~~

~~ARTICLE VI~~
~~NOTIFICATIONS & COMMUNICATIONS~~

~~6.1 — Except as otherwise provided herein, any notice contemplated or required by this Agreement will be in writing, and will be considered duly delivered when sent by fax or when delivered by mail or courier, to the appropriate party at the appropriate address set forth below, or at such other address as Kern River or Shipper may from time to time designate by written notice.~~

Kern River:	Shipper:
Kern River Gas Transmission Company	Southwest Gas Corporation
2755 E. Cottonwood Parkway, Suite 300	5241 Spring Mountain Road
Salt Lake City, UT 84121	Las Vegas, NV 89150
Fax No.: (801) 937-6464	Facsimile: (701) 253-7084
Attn: Manager, Business Development	Attention: John Olenick

~~ARTICLE VII
SEPARATE CLAUSES & AGREEMENTS~~

~~7.1 — Each clause is separate from the other clauses. If any clause or provision of this Agreement is deemed invalid, the remaining clauses and provisions will remain in full force and effect.~~

~~7.2 — It is expressly agreed by Kern River and Shipper that the execution of this Agreement, and the corresponding rights and obligations of Kern River and Shipper hereunder, are without prejudice to any additional rights or obligations that Kern River and Shipper may have to each other under any existing separate and distinct agreements.~~

~~7.3 — The recitals appearing first above are hereby incorporated into and made a part of this Agreement.~~

~~ARTICLE VIII
ENTIRE AGREEMENT, AMENDMENTS & SUPPORT~~

~~8.1 — Prior to the execution of a TSA, this Agreement, including Exhibit "A" hereto, contains the entire agreement between Kern River and Shipper with respect to the subject matter hereof and supersedes any and all prior agreements, understandings and commitments, whether oral or written, concerning the subject matter hereof, and any and all such prior agreements, understandings and commitments are hereby deemed to be void and of no effect. Upon the execution of a TSA, Articles II through IX of this Agreement, together with the TSA, will contain the entire agreement between Kern River and Shipper with respect to the subject matter hereof, and will supersede any and all prior agreements, understandings and commitments, whether oral or written, concerning the subject matter hereof, and any and all such prior agreements, understandings and commitments are hereby deemed to be void and of no effect. Upon the commencement of service under the TSA, Articles III, IV, VIII and IX of this Agreement, together with the TSA will contain the entire agreement between Kern River and Shipper with respect to the subject matter hereof, and will supersede any and all prior agreements, understandings and commitments, whether oral or written, concerning the subject matter hereof, and any and all such prior agreements, understandings and commitments are hereby deemed to be void and of no effect.~~

~~8.2 — No amendments to or modifications of this Agreement will be effective unless agreed upon in a written instrument executed by Kern River and Shipper, which expressly refers to this Agreement.~~

~~8.3 — Shipper agrees to support any filing Kern River makes for the construction of facilities or acceptance of the service agreements for the 2010 Expansion Project. Specifically, Shipper agrees to support Kern River's application for a certificate authorizing the construction and operation of the necessary expansion facilities, including rolled-in rate treatment for the costs associated with the new service.~~

~~8.4 — If the rate for 2003 Expansion shippers under Rate Schedule KRF-1 for Firm Incremental Rate Service "steps down" during the primary term of Shipper's transportation service agreement, Shipper will not be entitled to receive the "step down" rate that would be applicable to 2003 Expansion shippers during the term of the new service. As used in this section, "step down" rate has the general meaning attributed to that term in Kern River's general rate change proceeding in FERC Docket No. RP04-274, as such meaning may change from time to time pursuant to FERC orders regarding Kern River's rates.~~

~~ARTICLE IX
GOVERNING LAW~~

~~9.1 — The construction, interpretation, and enforcement of this Agreement will be governed by the laws of the State of Utah, excluding any conflict of law rule, which would refer any matter to the laws of a jurisdiction other than the State of Utah. Proper jurisdiction and venue will lie in Salt Lake City, Utah. Shipper will be responsible for all expenses and costs, including reasonable attorneys' fees, incurred by Kern River in the enforcement of this Agreement.~~

~~IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be amended and restated and duly executed as of March 6, 2008.~~

~~KERN RIVER GAS TRANSMISSION COMPANY~~

~~By: /s/ John T. Dushinske
Name: John T. Dushinske
Title: Vice President, Marketing & Regulatory Affairs~~

~~SOUTHWEST GAS CORPORATION~~

~~By: /s/ William N. Moody
Name: William N. Moody
Title: Vice President, Gas Resources~~

~~EXHIBIT A (dated March 11, 2008)~~
~~TO PRECEDENT AGREEMENT~~
~~BETWEEN~~
~~KERN RIVER GAS TRANSMISSION COMPANY~~
~~AND SOUTHWEST GAS CORPORATION~~
~~(replaces Exhibit A dated February 1, 2008)~~

DMDQ and TERM

Daily Maximum Demand Quantity ("DMDQ"): _____ 50,000 Dth/d

Term: 15-year term

POINTS

<u>Primary Receipt Points</u>	<u>Receipt Point Entitlement</u>
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Opal, 014001	50,000 Dth
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<u>Primary Delivery Points</u>	<u>Delivery Point Entitlement</u>
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Daggett, 024011	50,000 Dth
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3/11/08