

November 25, 2019

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20046

Attention: Ms. Kimberly D. Bose, Secretary

Re: Non-Conforming Transportation Service Agreement;
Colorado Interstate Gas Company, L.L.C.
Docket No. RP20-

Commissioners:

Colorado Interstate Gas Company, L.L.C. ("CIG) tenders for filing and acceptance by the Federal Energy Regulatory Commission ("Commission") the tariff records listed in the attached Appendix A to its FERC Gas Tariff, Second Revised Volume No. 1 ("Tariff"). Proposed with an effective date of January 1, 2020, the tariff records update CIG's Tariff to include a new Rate Schedule TI-HP non-conforming transportation service agreement ("TSA") between CIG and Colorado Springs Utilities ("CSU").¹

Background

Recently, CIG executed a new TSA with CSU. As described below, TSA No. 216641-TIHPCIG ("CSU TSA") provides interruptible service on CIG's High Plains system under Rate Schedule TI-HP. This TSA is a maximum rate agreement that includes a non-conforming provision that deviates from CIG's Rate Schedule TI-HP Form of Service Agreement ("*Pro Forma*") and is therefore submitted for the Commission's review and acceptance prior to becoming effective on January 1, 2020.

Description of TSA

The CSU TSA provides interruptible transportation service at all points on CIG's High Plains system at CIG's maximum Rate Schedule TI-HP rate. The initial term of the TSA is January 1, 2020 through January 31, 2020 and includes an evergreen provision that allows the agreement to be effective thereafter unless it is terminated by written notice from one party to the other upon 30-day written notice.

¹ Colorado Springs Utilities is an enterprise of the City of Colorado Springs, a Colorado home-rule city, and a municipal corporation.

Non-Conforming Provision

Municipal Limited Liability Provision

General Terms and Conditions (“GT&C”) Section 12.4(d) of CIG’s Tariff sets forth the limitation of liability for municipalities. The provision explicitly permits CIG to, upon request, include a provision in a shipper’s service agreement detailing the requirements of such limited liability. As such, CIG and CSU have agreed to include an applicable provision that addresses the limitation of liability to CSU.

Specifically, paragraph 11 recognizes that, pursuant to GT&C Section 12.4(d) of CIG’s Tariff, payment under the TSA will be made only from CSU revenues as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs. The paragraph also provides that performance of obligations under the TSA is expressly subject to the appropriation of funds for such purpose by the City Council. Further, it specifies that CSU shall include sufficient monies in its annual budget to meet its obligations under the TSA.

While the GT&C of CIG’s Tariff includes the provision addressing a municipality’s limited liability regarding payment, municipal limited liability language is not expressly provided for in CIG’s applicable *Pro Forma*. Therefore, CIG is submitting the non-conforming provision to the Commission for its review and acceptance. CIG respectfully requests that the Commission accept this non-conforming contract provision as it is permitted by CIG’s Tariff and is not unduly discriminatory since it restates payment conditions available to any other any other similarly situated shipper.²

Tariff Sections

Section 154.112(b) of the Commission's regulations requires that agreements with non-conforming provisions be referenced in the pipeline's FERC Gas Tariff. Accordingly, CIG is submitting the following tariff records:

Part I, Section 1 – Table of Contents and Part VII: Non-Conforming, Title Page are updated to include references to TSA No. 216641-TIHPCIG with CSU.

Part VII, Sections 22.0 through 22.1 are added to include the CSU TSA in CIG’s Tariff.

² The municipality limited liability provision is applicable to taxpayer owned entities. Other types of shippers, such as an investor owned corporation, are not similarly situated due to the differences in ownership structure.

Procedural Matters

Inasmuch as this filing is fully described in this transmittal letter, the statement of the nature, the reasons and the basis for the instant tariff filing required by 18 C.F.R. § 154.7(a)(6) (2019) of the Commission's regulations is omitted.

In accordance with the applicable provisions of Part 154 of the Commission's regulations, CIG is submitting an eTariff XML filing package containing the proposal in electronic format;

- a) a transmittal letter;
- b) Appendix A, a list of the updated tariff records;
- c) Appendix B, a marked copy of the CSU TSA to CIG's *Pro Forma*;
- d) Appendix C, a copy of the fully executed TSA; and
- e) clean and marked versions of the tariff sections in PDF format.

CIG respectfully requests the Commission accept the tendered tariff records for filing and permit them to become effective on January 1, 2020, the effective date of the CSU TSA. With respect to any tariff provision the Commission allows to go into effect without change, CIG hereby moves to place the tendered tariff provisions into effect at the end of the suspension period, if any, specified by the Commission.

Additionally, pursuant to 18 C.F.R. § 154.7(a)(6) (2019) of the Commission's regulations, CIG respectfully requests that the Commission grant all other waivers necessary to effectuate this filing.

Correspondence and communications concerning this filing should be directed to:

Mr. Francisco Tarin
Director, Regulatory
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 667-7517
CIGRegulatoryAffairs@kindermorgan.com

Mr. Mark A. Minich
Assistant General Counsel
Colorado Interstate Gas Company, L.L.C.
Post Office Box 1087
Colorado Springs, CO 80944
Telephone: (719) 520-4416
Mark_Minich@kindermorgan.com

These persons have been designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure.

The undersigned hereby certifies that he has read this filing and knows (i) the contents of such filing and the attachments; (ii) that the contents as stated in the filing and in the attachments are true to the best of his knowledge and belief; and (iii) that he possesses full power and authority to sign this filing.

Respectfully submitted,

COLORADO INTERSTATE GAS COMPANY,
L.L.C.

By _____ /s/ _____
Francisco Tarin
Director, Regulatory

Enclosures

Certificate of Service

I hereby certify that I have this day caused a copy of the foregoing document to be served upon all shippers on CIG's system and interested state regulatory commissions, in accordance with the requirements of Sections 154.208 and 385.2010 of the Commission's Rules of Practice and Procedures.

Dated at Colorado Springs, Colorado as of this 25th day of November, 2019.

/s/
Francisco Tarin

Post Office Box 1087
Colorado Springs, CO 80944
(719) 667-7517

COLORADO INTERSTATE GAS COMPANY, L.L.C.
Non-Conforming Transportation Service Agreement Filing

Second Revised Volume No. 1

Part I: Overview

Section 1 Table of Contents Version 37.0.0

Part VII: Non-Conforming Agreement

Title Page Version 25.0.0

Section 22 Colorado Springs Utilities #216641 Version 0.0.0

Section 22.1 Colorado Springs Utilities #216641 Exh A Version 0.0.0

Appendix B

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

COLORADO SPRINGS UTILITIES
(Shipper)

DATED: November 14, 2019

Transportation Service Agreement

Rate Schedule TI-HP

Dated: November 14, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: COLORADO SPRINGS UTILITIES**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall provide as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Points of Receipt and Delivery:** All Points of Receipt and Delivery on the High Plains System.

All Point(s) of Receipt and Delivery included on Transporter's master list of High Plains System Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each High Plains System Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of High Plains System Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete High Plains System Point(s) of Receipt or Delivery and in order to modify data pertinent to High Plains System Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

6. **Rates and Surcharges:** As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. **Negotiated Rate:** Yes _____ No X
8. **Term of High Plains Interruptible Transportation Service:** Beginning: January 1, 2020
Ending: January 31, 2020

This Agreement shall continue in full force and effect month to month thereafter unless terminated by written notice from one Party to the other upon 30-day written notice.

9. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

COLORADO SPRINGS UTILITIES
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: ESA Gas Accounting Department

All Notices:

COLORADO SPRINGS UTILITIES
ENERGY SUPPLY DEPARTMENT
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

10. **Effect on Prior Agreement(s):** N/A.

11. Municipality Limited Liability:

11.1 Limited Source of Repayment. Pursuant to Section 12.4 (d) of the General Terms and Conditions, notwithstanding anything in this Agreement to the contrary, Transporter agrees that Shipper's obligation to pay any amount under this Agreement or any judgment resulting from this Agreement shall be made only from the revenues of Shipper as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs.

11.2 Prior Appropriations. Pursuant to Section 12.4 (d) of the General Terms and Conditions, in accordance with the Colorado Springs City Charter, performance of Shipper's obligations under this Agreement is expressly subject to appropriation of funds for such purpose by the City Council. Shipper shall include sufficient monies in its annual budget request to meet the obligations under this Agreement.

142. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

COLORADO SPRINGS UTILITIES

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

EXHIBIT A
to
HIGH PLAINS INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
COLORADO SPRINGS UTILITIES
(Shipper)

DATED: November 14, 2019

<i>Point(s) of Receipt</i>	<i>Point(s) of Delivery</i>	<i>Commodity Rate</i>	<i>Effective Dates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All	All	(1) (2)	(See ¶8)	(3)	(4)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.
- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Daily Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) **Surcharges, if applicable:**
All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The High Plains Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

Appendix C

**INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP**

between

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and

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Rate Schedule TI-HP

Dated: November 14, 2019

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3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall provide as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
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6. **Rates and Surcharges:** As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
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ENERGY SUPPLY DEPARTMENT
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

10. **Effect on Prior Agreement(s):** N/A.

11. **Municipality Limited Liability:**

11.1 **Limited Source of Repayment.** Pursuant to Section 12.4 (d) of the General Terms and Conditions, notwithstanding anything in this Agreement to the contrary, Transporter agrees that Shipper's obligation to pay any amount under this Agreement or any judgment resulting from this Agreement shall be made only from the revenues of Shipper as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs.

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12. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

JRD

Will W. Brown

Will W. Brown

VP Bus Mgmt

Accepted and agreed to this

25th day of November, 2019.

SHIPPER:

COLORADO SPRINGS UTILITIES

Abdessamad Nassif

ENERGY TRADE SUPERVISOR

Abd Nassif

Accepted and agreed to this

21 day of November, 2019.

APPROVED AS TO FORM
CITY OF COLORADO SPRINGS
CITY ATTORNEY'S OFFICE

Christopher Bridlach
Name: Christopher Bridlach

EXHIBIT A
to
HIGH PLAINS INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
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(Shipper)

DATED: November 14, 2019

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Notes:

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.
- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Daily Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
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The High Plains Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

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The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

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List of Non-Conforming Agreements:

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Anadarko Energy Services Company #213526-TFHPCIG
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NON-CONFORMING AGREEMENTS

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Section 22	Colorado Springs Utilities #216641-TIHPCIG

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

COLORADO SPRINGS UTILITIES
(Shipper)

DATED: November 14, 2019

Agreement No. 216641-TIHPCIG

Transportation Service Agreement
Rate Schedule TI-HP

Dated: November 14, 2019

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: COLORADO INTERSTATE GAS COMPANY, L.L.C.**
2. **Shipper: COLORADO SPRINGS UTILITIES**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall provide as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Points of Receipt and Delivery:** All Points of Receipt and Delivery on the High Plains System.

All Point(s) of Receipt and Delivery included on Transporter's master list of High Plains System Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each High Plains System Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected Party and the measuring Party, and such other data as Transporter may include from time to time. Transporter's master list of High Plains System Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete High Plains System Point(s) of Receipt or Delivery and in order to modify data pertinent to High Plains System Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

6. **Rates and Surcharges:** As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. **Negotiated Rate:** Yes _____ No X
8. **Term of High Plains Interruptible Transportation Service:** Beginning: January 1, 2020
Ending: January 31, 2020

This Agreement shall continue in full force and effect month to month thereafter unless terminated by written notice from one Party to the other upon 30-day written notice.

Agreement No. 216641-TIHPCIG

9. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

COLORADO SPRINGS UTILITIES
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: ESA Gas Accounting Department

All Notices:

COLORADO SPRINGS UTILITIES
ENERGY SUPPLY DEPARTMENT
P. O. BOX 1103
COLORADO SPRINGS, CO 80947-0530
Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

10. **Effect on Prior Agreement(s):** N/A.

11. **Municipality Limited Liability:**

11.1 **Limited Source of Repayment.** Pursuant to Section 12.4 (d) of the General Terms and Conditions, notwithstanding anything in this Agreement to the contrary, Transporter agrees that Shipper's obligation to pay any amount under this Agreement or any judgment resulting from this Agreement shall be made only from the revenues of Shipper as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs.

11.2 **Prior Appropriations.** Pursuant to Section 12.4 (d) of the General Terms and Conditions, in accordance with the Colorado Springs City Charter, performance of Shipper's obligations under this Agreement is expressly subject to appropriation of funds for such purpose by the City Council. Shipper shall include sufficient monies in its annual budget request to meet the obligations under this Agreement.

12. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Agreement No. 216641-TIHPCIG

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

COLORADO SPRINGS UTILITIES

Accepted and agreed to this

Accepted and agreed to this

_____ day of _____, 2019.

_____ day of _____, 2019.

EXHIBIT A
 to
 HIGH PLAINS INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE TI-HP
 between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
 and
COLORADO SPRINGS UTILITIES
 (Shipper)

DATED: November 14, 2019

<i>Point(s) of Receipt</i>	<i>Point(s) of Delivery</i>	<i>Commodity Rate</i>	<i>Effective Dates</i>	<i>Fuel Reimbursement</i>	<i>Surcharges</i>
All	All	(1) (2)	(See ¶18)	(3)	(4)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.
- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Daily Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
- (3) Fuel Reimbursement shall be as stated on Part II: Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (4) **Surcharges, if applicable:**
 All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in Part II: Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

High Plains Gas Quality Control Surcharge:

The High Plains Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

ACA:

The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.

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Agreement No. 216641-TIHPCIG

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

COLORADO SPRINGS UTILITIES
(Shipper)

DATED: November 14, 2019

Agreement No. 216641-TIHPCIG

Transportation Service Agreement
Rate Schedule TI-HP

Dated: November 14, 2019

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2. **Shipper: COLORADO SPRINGS UTILITIES**
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4. **Changes in Rates and Terms:** Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
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All Point(s) of Receipt and Delivery included on Transporter's master list of High Plains System Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

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6. **Rates and Surcharges:** As set forth in Exhibit A. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.16 of the General Terms and Conditions of the Tariff.
7. **Negotiated Rate:** Yes _____ No
8. **Term of High Plains Interruptible Transportation Service:** Beginning: January 1, 2020
Ending: January 31, 2020

This Agreement shall continue in full force and effect month to month thereafter unless terminated by written notice from one Party to the other upon 30-day written notice.

Agreement No. 216641-TIHPCIG

9. Notices, Statements, and Bills:

To Shipper:

Invoices:

COLORADO SPRINGS UTILITIES

P. O. BOX 1103

COLORADO SPRINGS, CO 80947-0530

Attn: ESA Gas Accounting Department

All Notices:

COLORADO SPRINGS UTILITIES

ENERGY SUPPLY DEPARTMENT

P. O. BOX 1103

COLORADO SPRINGS, CO 80947-0530

Attn: Contract Administration

To Transporter:

See "Points of Contact" in the Tariff.

10. Effect on Prior Agreement(s): N/A.

11. Municipality Limited Liability:

11.1 Limited Source of Repayment. Pursuant to Section 12.4 (d) of the General Terms and Conditions, notwithstanding anything in this Agreement to the contrary, Transporter agrees that Shipper's obligation to pay any amount under this Agreement or any judgment resulting from this Agreement shall be made only from the revenues of Shipper as the applicable provisions of the City Charter allow and not from any other funds from the City of Colorado Springs.

11.2 Prior Appropriations. Pursuant to Section 12.4 (d) of the General Terms and Conditions, in accordance with the Colorado Springs City Charter, performance of Shipper's obligations under this Agreement is expressly subject to appropriation of funds for such purpose by the City Council. Shipper shall include sufficient monies in its annual budget request to meet the obligations under this Agreement.

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TRANSPORTER:

SHIPPER:

COLORADO INTERSTATE GAS COMPANY, L.L.C.

COLORADO SPRINGS UTILITIES

1

2

3

4

Accepted and agreed to this

Accepted and agreed to this

5

6

day of _____, 2019.

7

8

day of _____, 2019.

Agreement No. 216641-TIHPCIG

EXHIBIT A
to
HIGH PLAINS INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE TI-HP
between
COLORADO INTERSTATE GAS COMPANY, L.L.C.
and
COLORADO SPRINGS UTILITIES
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DATED: November 14, 2019

<u>Point(s) of Receipt</u>	<u>Point(s) of Delivery</u>	<u>Commodity Rate</u>	<u>Effective Dates</u>	<u>Fuel Reimbursement</u>	<u>Surcharges</u>
<u>All</u>	<u>All</u>	<u>(1) (2)</u>	<u>(See ¶18)</u>	<u>(3)</u>	<u>(4)</u>

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the commodity rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule TI-HP, or other superseding Rate Schedule, as such rates may be changed from time to time.
- (2) Quantities Delivered at a location on any Day which are in excess of the Scheduled and Confirmed Quantities for that location are subject to the Daily Unauthorized Interruptible Overrun Rates as set forth in Transporter's then-effective Statement of Rates.
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The High Plains Gas Quality Control commodity surcharge shall be assessed pursuant to Section 33.1 of the General Terms and Conditions as set forth in the Tariff.

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The ACA surcharge shall be assessed pursuant to Section 17.2 of the General Terms and Conditions as set forth in the Tariff.