

August 31, 2022

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. RP22-

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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 October 1, 2022, the tariff records update CIG's Tariff to include a new Rate Schedule TI-1 non-conforming transportation service agreement ("TSA") between CIG and Colorado Springs Utilities ("CSU").<sup>1</sup>

### **Background**

Recently, CIG and CSU executed a new TSA, TSA No. 219543-TI1CIG ("CSU TSA"), which provides interruptible service on CIG's system under Rate Schedule TI-1. This TSA is a maximum rate agreement that includes a non-conforming provision that deviates from CIG's Rate Schedule TI-1 Form of Service Agreement ("*Pro Forma*") and is therefore submitted for the Commission's review and acceptance prior to becoming effective on October 1, 2022.

### **Description of TSA**

The CSU TSA is a maximum Rate Schedule TI-1 rate that provides interruptible transportation service at all points on CIG's mainline system. The initial term of the CSU TSA extends from October 1, 2022 through October 31, 2022 and, consistent with the *Pro Forma*, 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.

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<sup>1</sup> 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 GT&C Section 12.4 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 Rate Schedule TI-1 *Pro Forma*. Therefore, CIG is submitting the CSU TSA with such 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.<sup>2</sup>

## 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. 219543-TI1CIG with CSU.<sup>3</sup>

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<sup>2</sup> 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.

<sup>3</sup> The Table of Contents tariff record submitted herein includes changes effective April 1, 2022 which were accepted by the Commission in Docket No. RP22-825-001 (Aug. 26, 2022) (unpublished letter order). Additionally, the Commission accepted changes to the Table of Contents and the Title Page tariff records effective November 1, 2022 in Docket No. RP22-984-000 (June 17, 2022) (unpublished letter order). CIG will submit a future filing incorporating all changes approved by the Commission into these tariff records.

Part VII, Sections 19.0 through 19.1 are added to include the CSU TSA in CIG's Tariff.

### **Procedural Matters**

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 October 1, 2022, the effective date of the CSU TSA. With respect to any tariff records the Commission allows to go into effect without change, EPNG hereby moves to place the tendered tariff records in to effect at the end of any minimal suspension period established by the Commission.

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. Tony Sala  
Managing Counsel  
Colorado Interstate Gas Company, L.L.C.  
Post Office Box 1087  
Colorado Springs, CO 80944  
Telephone: (713) 420-6431  
Tony\_Sala@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 31st day of August, 2022.

/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 43.0.0

Part VII: Non-Conforming Agreement

Index Version 27.0.1

Section 19 Colorado Springs Utilities #219543-TI1CIG Version 2.0.0

Section 19.1 Colorado Springs Utilities #219543-TI1CIG Exh A Version 2.0.0

## **Appendix B**

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TI-1

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

and

**COLORADO SPRINGS UTILITIES**  
(Shipper)

DATED: July 28, 2022



**Transportation Service Agreement**

Rate Schedule TI-1

DATED: July 28, 2022

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:** System-wide

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

For each 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 Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to 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 Interruptible Transportation Service:**

Beginning:	October 1, 2022
Ending:	October 31, 2022

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.

124. **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 \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

**EXHIBIT A**  
to  
**INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TI-1**

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**COLORADO SPRINGS UTILITIES**  
(Shipper)

Dated: July 28, 2022

<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-1, or other superseding Rate Schedule, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the North Raton Lateral facilities shall be subject, as applicable, to the appropriate North Raton Lateral incremental commodity rates.
- (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-1

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

and

**COLORADO SPRINGS UTILITIES**  
(Shipper)

DATED: July 28, 2022

**Transportation Service Agreement**

Rate Schedule TI-1

DATED: July 28, 2022

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 incorporate 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:** System-wide

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

For each 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 Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to 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
8. **Term of Interruptible Transportation Service:** Beginning: October 1, 2022  
Ending: October 31, 2022

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.

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.

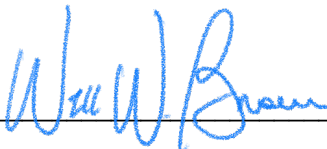
**IN WITNESS WHEREOF**, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

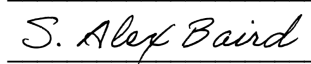
**TRANSPORTER:**

**SHIPPER:**

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

**COLORADO SPRINGS UTILITIES**

  
\_\_\_\_\_  
Will W Brown  
\_\_\_\_\_  
VP Commercial  
\_\_\_\_\_

Alex Baird  
\_\_\_\_\_  
Manager - Fuels and Purchase Power  
  
\_\_\_\_\_


Accepted and agreed to this

Accepted and agreed to this

25<sup>TH</sup> day of August, 2022.

25 day of August, 2022.

Approved as to Form:

  
Tim Scheiderer, Attorney  
Office of the City Attorney  
August 18, 2022



**EXHIBIT A**  
to  
**INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT**  
**RATE SCHEDULE TI-1**

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
and  
**COLORADO SPRINGS UTILITIES**  
(Shipper)

Dated: July 28, 2022

<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-1, or other superseding Rate Schedule, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the North Raton Lateral facilities shall be subject, as applicable, to the appropriate North Raton Lateral incremental commodity rates.
- (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 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.

Gas Quality Control Surcharge:

The 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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**Part VII – Non-Conforming Agreements**

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List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG  
Anadarko Energy Services Company #213526-TFHPCIG  
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Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG  
Rocky Mountain Midstream LLC #214627-TFHPCIG  
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Section 22	Colorado Springs Utilities #216641-TIHPCIG

Reserved

Agreement No. 219543-TI1CIG

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TI-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.

and

COLORADO SPRINGS UTILITIES  
(Shipper)

DATED: July 28, 2022

Agreement No. 219543-TI1CIG

**Transportation Service Agreement**

Rate Schedule TI-1

DATED: July 28, 2022

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 incorporate 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:** System-wide

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

For each 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 Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to 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

8. **Term of Interruptible Transportation Service:** Beginning: October 1, 2022  
Ending: October 31, 2022

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

Agreement No. 219543-TI1CIG

**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.

**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**

1 \_\_\_\_\_ 2

3 \_\_\_\_\_ 4

Accepted and agreed to this

Accepted and agreed to this

5 \_\_\_\_\_ 6 \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

7 \_\_\_\_\_ 8 \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

Reserved

Agreement No. 219543-TI1CIG

EXHIBIT A  
to  
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TI-1

between

COLORADO INTERSTATE GAS COMPANY, L.L.C.  
and  
COLORADO SPRINGS UTILITIES  
(Shipper)

Dated: July 28, 2022

<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 ¶8)</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-1, or other superseding Rate Schedule, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the North Raton Lateral facilities shall be subject, as applicable, to the appropriate North Raton Lateral incremental commodity rates.

(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 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.

Gas Quality Control Surcharge:

The 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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INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
RATE SCHEDULE TI-1

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

and

**COLORADO SPRINGS UTILITIES**  
(Shipper)

DATED: July 28, 2022

**Transportation Service Agreement**

Rate Schedule TI-1

DATED: July 28, 2022

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 incorporate 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:** System-wide

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

For each 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 Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to 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
8. **Term of Interruptible Transportation Service:** Beginning: October 1, 2022  
Ending: October 31, 2022

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.

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:**

**SHIPPER:**

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**

**COLORADO SPRINGS UTILITIES**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ day of \_\_\_\_\_, 2022.



**EXHIBIT A**  
 to  
 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
 RATE SCHEDULE TI-1

between

**COLORADO INTERSTATE GAS COMPANY, L.L.C.**  
 and  
**COLORADO SPRINGS UTILITIES**  
 (Shipper)

Dated: July 28, 2022

<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-1, or other superseding Rate Schedule, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on the North Raton Lateral facilities shall be subject, as applicable, to the appropriate North Raton Lateral incremental commodity rates.
- (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 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.

Gas Quality Control Surcharge:

The 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.