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Section 19	Colorado Springs Utilities #219543-TI1CIG
Section 20	Reserved
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Section 22	Colorado Springs Utilities #216641-TIHPCIG

List of Non-Conforming Agreements:

Anadarko Energy Services Company #213006-TF1CIG  
Anadarko Energy Services Company #213526-TFHPCIG  
Anadarko Energy Services Company #33666000-TFHPCIG  
Black Hills Service Company LLC #214677-TF1CIG  
Black Hills Service Company LLC #215680-TF1CIG  
Black Hills Service Company LLC #215683-TF1CIG  
Black Hills Service Company LLC #217671-TF1CIG  
Colorado Springs Utilities #33247000  
Colorado Springs Utilities #216641-TIHPCIG  
Colorado Springs Utilities #219543-TI1CIG  
Concord Energy LLC #214093-TF1CIG  
DCP Midstream Marketing, LLC TF-HP Agreement #33674000A  
DCP Midstream Marketing, LLC TF-HP Agreement #33761000  
DCP Midstream Marketing, LLC TF-1 Agreement #213517-TF1CIG  
Noble Energy, Inc. TF-1 Agreement #33179000-TF1CIG  
Public Service Company of Colorado NNT-1 Agreement #31050000-NNT1CIG  
Rocky Mountain Midstream LLC #214627-TFHPCIG  
Rocky Mountain Midstream LLC #216137-TF1CIG  
Rocky Mountain Midstream LLC #216430-TF1CIG

## NON-CONFORMING AGREEMENTS

### List of Non-Conforming Agreements

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Section 2	Black Hills Service Company LLC #217671-TF1CIG
Section 3	Reserved
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Section 19	Colorado Springs Utilities #215943-TI1CIG
Section 20	Reserved
Section 21	Reserved
Section 22	Colorado Springs Utilities #216641-TIHPCIG



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Incorporation by Reference:** Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("Tariff").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.