

CONTRACT NO:
10915

**DELIVERY SERVICE AGREEMENT
FOR DS AND MLDS
RATE SCHEDULES**

Customer's Legal Corporate Name: Lexington-Fayette Urban County Government

Customer DBA: LFUCG Detention Center

Customer Group : (Name): LFUCG (Number) 5165

Billing Address: 200 East Main St, Fl 3 Lexington KY 40507
Street City State Zip

Telephone No. 859-258-3310 Contact Person/Title Accounts Payable

THIS AGREEMENT, made and entered into as of the 1st day of July, 2018, by and between COLUMBIA GAS OF KENTUCKY, INC., ("Company") and Lexington-Fayette Urban County Govt ("Customer").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. TRANSPORTATION SERVICE TO BE RENDERED. In accordance with the provisions of the effective applicable transportation rate schedule of Company's Tariff, on file with the Public Service Commission of Kentucky and the terms and conditions herein contained. Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. the point(s) of receipt, Customer facility location, the applicable Rate Schedule, and the service and levels of said services to be rendered, shall be set forth in Delivery Service Addendum of this Agreement.

SECTION 2. INCORPORATION OF TARIFF PROVISIONS. This Agreement in all respects shall be subject to the Company's Terms, Conditions, Rules and Regulations as contained in the tariff, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

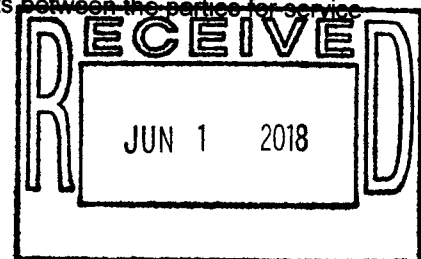
SECTION 3. INTERRUPTION. Notwithstanding the provisions of Section 2 hereof, or any other provisions of Columbia's Tariff to the contrary, service under this agreement is conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to Columbia's existing customers, or any subsequent new higher priority customers. Therefore, Columbia, in its sole discretion, may interrupt deliveries of gas to Customer at any time

SECTION 4. REGULATION. This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

SECTION 5. TERM. This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue in effect thereafter for a minimum primary term of twelve (12) months, until October 31, 2019, and thereafter from year to year unless and until canceled by either Customer or Company giving written notice to the other no later than April 1, to become effective on November 1 of such year.

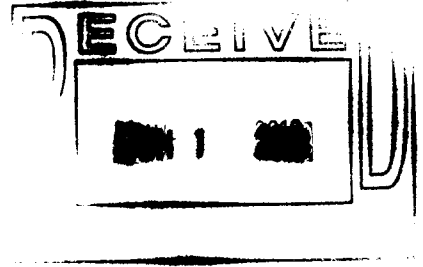
SECTION 6. NOTICES. Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in the Delivery Service Addendum of this Agreement.

SECTION 7. CANCELLATION OF PRIOR AGREEMENTS. This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements between the parties for service to Customer's facilities served hereunder.



DELIVERY SERVICE ADDENDUM

Customer Name: Lexington-Fayette Urban County Government
 Effective Billing Month/Year: 07/2018
 Addendum to Service Agreement Dated: 11/2015



A. Point(s) of Receipt into Columbia Gas of Kentucky

Point(s) of Receipt with Interstate Pipelines:
 1) Interstate Pipeline: CKT, TCO
 2) Other Point(s) of Receipt:
 Meter No.: _____ Line No.: _____ County: _____

B. Facility Address: 600 Old Frankfort Circle Lexington, KY 40510

PCID: 12986501-009
 PSID: 500637086

Description of Business: <u>Detention Center</u>	Delivery Rate Schedule: <u>DS</u>	Alternate Fuel Type: <u>Diesel</u> Alternate Fuel %: <u>100</u>	*Banking and Balancing Service <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	*Standby Service - Daily (Mcf) <u>0</u> (Subject to approval by Company)	*Standby Service - Annual (Mcf) <u>0</u> (Subject to approval by Company)
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Company Name	
Company Name: <u>Lexington-Fayette Urban County Government</u>	Columbia Gas of Kentucky, Inc
dba (if applicable): <u>LFUGG</u>	<u>290 W Nationwide Blvd</u>
Address: <u>200 East Main St, Fl 4</u>	<u>Columbus, Ohio 43215</u>
City, St, Zip: <u>Lexington, KY 40507</u>	
Attn: <u>Sandra Lopez</u>	Title: <u>Admin Officer</u>
Telephone #: <u>(859) 425 - 2230</u>	Attn: <u>Gas Transportation Department</u>
Fax #: <u>() -</u>	
E-mail Address: <u>slopez@lexingtonky.gov</u>	

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Addendum as of the date herein above first mentioned.

CUSTOMER
 By: [Signature]
 (Signature)
 Printed: Jim Gray
 Title: Mayor

COLUMBIA GAS OF KENTUCKY, INC.
 By: [Signature]
 (Signature)
 Printed: HEATHER BAUER
 Title: Vice President Customer Programs

DO NOT WRITE BELOW THIS LINE - For Columbia Personnel Only - NOTE All Max Day & Annual Transportation Volumes Updated Annually

<input type="checkbox"/> New Customer	Max Daily Volume (MDV) (Mcf) <u>220</u>	Annual Transportation Volume (ATV) (Mcf) <u>28,050</u>	Monthly Bank Tolerance % <u>5</u>	Monthly Bank Tolerance Vol <u>1403</u>	EFC <u>Y</u>	Pipeline Scheduling Point <u>18-12</u> Area Office <u>2621</u>	UN/BK <u>20/18</u> SIC Code <u>9223</u>	GMB# <u>2105536</u> Invoice# <u>Separate</u> or Combined <u>16176</u>	MS# <u>8490061</u> Rate Schedule <u>DS</u>
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APPROVAL:
 Company Representative: [Signature] Date: 6-13-18
 Comments: New July Vols per Annual Review Effective Date: 7/1/18

EFFECTIVE DATE: July 1, 2018

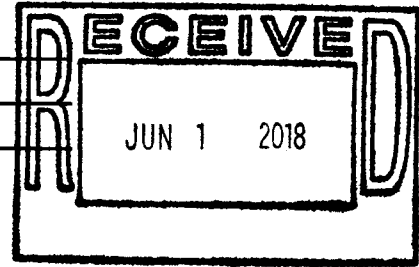
AGENCY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that LFUCG, LEXINGTON, FAYETTE COUNTY GOVERNMENT (Customer)
Does hereby make, constitute and appoint Constellation NewEnergy-Gas Division, LLC

(Marketer) as its **AGENT** for the purpose of establishing and administering a gas transportation program on the Columbia Gas of Kentucky, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Agent to establish such gas transportation program on behalf of Customer, including (by way of illustration and not limitation) the following: request gas transportation service with Columbia; obtain Customer's historic and current usage data from Columbia; nominate gas transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Agent*; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer.

PCID No. 12986501-009
PCID No. _____
PCID No. _____

PCID No. _____
PCID No. _____
PCID No. _____



CUSTOMER AUTHORIZED EMPLOYEE INFORMATION:

EXECUTED BY CUSTOMER:

[Signature]
(Must be signed by Authorized Employee of Customer)
Jim Gray
(Please Print Authorized Employee Name)

Title: Mayor

Address: 200 East Main St. Lexington, KY 40507

Phone No.: 859-258-3100

Fax No.: _____

E-Mail Address: _____

Date: May 3, 2018

AGENT AUTHORIZED EMPLOYEE INFORMATION:

EXECUTED BY AGENT:

[Signature]
(Must be signed by Authorized Employee of Agent)
Rachel Daniell
(Please Print Authorized Employee Name)

Title: Volume Manager

Address: 9400 Bunsen Pkwy Louisville, Ky

Phone No.: _____

Fax No.: _____

E-Mail Address: rachel.danielle@constellation.com

Date: 6/8/18

EXECUTED BY COLUMBIA:

[Signature]
(Must be signed by Authorized Employee of Columbia)

Name: HEATHER BAUER

Address: 290 W Nationwide Blvd, Columbus, Ohio 43215

Title: Vice President Customer Programs

Date: 6-13-18

REQUEST FOR EMERGENCY CONTACT INFORMATION and REQUEST FOR MAILING ADDRESS CHANGE/THIRD PARTY MAILING ADDRESS

BUSINESS NAME: Lexington-Fayette County Detention Center
 FACILITY ADDRESS: 600 Old Frankfort Circle, Lexington KY 40510
 PCID(s) 12986501-009
 INVOICE GROUP(s) 00016176 000 000 1

EMERGENCY CONTACT NAMES

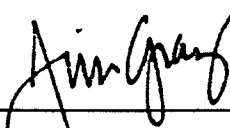
Please list **TWO** names with work, 24-hr/cellular phone, fax, business phone, and e-mail address. **(No Agent Names)**

Contact Name	Frank Griffith	James Kammer
Home Phone		
Business Phone	859-425-2781	859-425-2630
24-hr/Cellular Phone	859-948-4460	859-475-8881
Fax Number	859-425-2750	859-425-2750
E-mail Address	fgriffit@lexingtonky.gov	jamesk@lexingtonky.gov

INVOICE BILLING ADDRESS

**Please note that Customers are ultimately responsible for payment of their Columbia bills. Sending Customer bills to a third party will not eliminate this responsibility.*

Attention: Accounts Payable
 Address 200 E Main St, Fl 3
Lexington, KY 40507
 Telephone: 859 --- 258 --- 3310
 Fax: _____
 E-mail: _____

Customer Signature: 
 Printed: Jim Gray
 Title: Mayor