

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT made and entered into this 17th day of June, 2020, by and between the **CITY OF WINCHESTER**, a municipal corporation and political subdivision of the Commonwealth of Kentucky (hereinafter "Winchester"), and **COLUMBIA GAS COMPANY OF KENTUCKY, INC.**, a corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, (hereinafter "Columbia Gas").

WITNESSETH:

WHEREAS, by Ordinance No. 5-2020, Winchester provided for the creation and sale of a non-exclusive franchise, for the transmission, distribution and sale of gas for heating and other purposes within the public rights-of-way of the City of Winchester for an initial ten (10) year period with up to two (2) additional extensions of time of five (5) years each; and

WHEREAS, Ordinance No. 5-2020 authorized the advertising for bids on said franchise, and Columbia Gas submitted a timely bid to acquire said franchise; and

WHEREAS, by Order No. 2020-103, Winchester accepted the bid of Columbia Gas to acquire said franchise; and

WHEREAS, Winchester and Columbia Gas have entered into this Franchise Agreement to memorialize the sale by Winchester to Columbia Gas of said franchise subject to the terms and conditions reflected in Ordinance No. 5-2020 and Order No. 2020-103,.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of which are hereby acknowledged, Winchester and Columbia Gas hereby agree to incorporate the foregoing recitals as if fully set forth herein and further agree as follows:

1. Ordinance No. 5-2020, which is attached hereto as Exhibit “A”, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of Columbia Gas for said franchise, which is attached hereto as Exhibit “B”, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Order No. 2020-103,, which is attached hereto as Exhibit “C”, is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Winchester has granted unto Columbia Gas a non-exclusive franchise, for the transmission, distribution and sale of gas for heating and other purposes within the public rights-of-way of the City of Winchester for an initial ten (10) year period with up to two (2) additional extensions of time of five (5) years each.

4. The franchise memorialized in this Franchise Agreement shall commence July 1, 2020 and shall expire as provided in the terms and provisions of Ordinance No. 5-2020.

5. Columbia Gas does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

6. This Franchise Agreement memorializes the agreement between the parties contained and embodied in Ordinance No. 5-2020 and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

IN WITNESS WHEREOF, Winchester and Columbia Gas have executed this Franchise Agreement as their free and voluntary act and deed effective as of the day and year first above written.

[Signatures on following page]

BY:

CITY OF WINCHESTER

BY: _____
ED BURTNER, MAYOR

ATTEST:

JOY CURTIS, CITY CLERK

COLUMBIA GAS COMPANY OF KENTUCKY
INC.

BY: /s/ Kimra H. Cole
KIRMA H. COLE, PRESIDENT & COO

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Franchise Agreement was subscribed, sworn to and acknowledged before me
by Kirma H. Cole , as President and COO of Columbia Gas Company of Kentucky, Inc., on this
the 17th day of June, 2020.

My commission expires: 03/26/2022

/s/ Stefan Fink
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

Exhibit List

- | | |
|---|---------------------|
| A | Ordinance 5-2020 |
| B | Bid |
| C | Order No. 2020-103, |