

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 03/07/14**Expiration Date:** 12/31/21**Master Agreement Description:** Summit Natural Gas**Buyer Information**

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

**Issuer Information**

Bambi Tefft 207-624-7341 ext. bambi.l.tefft@maine.gov

**Requestor Information**

Kevin Scheirer 207-624-7349 ext. kevin.scheirer@MAINE.GOV

**Authorized Departments**

18A ADMINISTRATIVE SERVICES

**Vendor Information****Vendor Line #: 1****Vendor ID**

VC0000192340

**Vendor Name**

SUMMIT NATURAL GAS OF MAINE INC

**Alias/DBA****Vendor Address Information**

7810 SHAFFER PARKWAY STE 120

LITTLETON, CO 80127

US

**Vendor Contact Information**

PROCUREMENT

720-981-2123 ext. 211

TPALMER@SUMMITUTILITIESINC.COM

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** SUMMIT NATURAL GAS OF MAINE INC

**Commodity Line #:** 1

**Commodity Code:** 40513

**Commodity Description:** Service Agreement for Natural Gas

**Commodity Specifications:** This MA is amended to add the DVEM facilities as per the documents attached and made part of this MA

**Commodity Extended Description:** As per the service agreement attached and made part of this MA.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

03/07/14

**Service End Date**

12/31/21

**Catalog Name**

**Discount**

0.0000 %


**Discount Start Date**

**Discount End Date**

## Division of Purchases Competitive Award Authorization Form

**Form Instructions:** This form must accompany contracts being proposed for approval that are the direct result of a competitive RFP or a subsequent renewal that was anticipated in the RFP. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

<b>Contract Administrator:</b>	Bambi Tefft	<b>Office/Division/Program</b>	DAFS/BGS
<b>Agreement Amount: \$</b>	-0- dollars; no funds encumbered	<b>Contract (CT) Number:</b>	MA 131008*0044
<b>Start Date:</b>	03/07/2014	<b>End Date:</b>	12/31/2024
<b>Selected Bidder's Business Name and Address:</b>	Summit Natural Gas of Maine, 7810 SHAFFER PARKWAY STE 120 ; Littleton, Co. 80127		
<b>Phone:</b>	720-981-2123	<b>VC Number:</b>	VC0000192340
<b>Type of Service:</b>	Natural Gas Distribution		

<b>1. RFP Number Assigned by Purchases:</b>	
<p><b>RFP#:</b> 201307577    <input checked="" type="checkbox"/> Initial contract.    <input type="checkbox"/> First renewal.    <input type="checkbox"/> Second renewal.    <input type="checkbox"/> Third renewal.          If this is a first, second, or third renewal after an RFP, you need not complete sections 2, 3, and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form, and send it with the contract.</p>	
<b>2. Identify Bidders</b>	
<p>Summit Natural Gas of Maine          Maine Natural Gas</p>	
<b>3. Review and Scoring Process.</b>	
<p>Describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.</p> <p>Consensus scoring was used.</p>	
<b>4. Reminder regarding Award Notification Letters.</b>	
<p>If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website: <a href="http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc">http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc</a></p>	
<b>Signature:</b>	
<b>Date:</b>	4-10-14

**SERVICE AGREEMENT FOR NATURAL GAS  
BETWEEN  
STATE OF MAINE, DEPARTMENT OF ADMINISTRATIVE  
AND FINANCIAL SERVICES  
AND  
SUMMIT NATURAL GAS OF MAINE, INC.**

This Service Agreement for Natural Gas (the "Agreement") is between the State of Maine, Department of Administrative & Financial Services, with offices in Augusta, Maine ("Customer") and Summit Natural Gas of Maine, Inc. with offices at 7810 Shaffer Parkway, Suite 120, Littleton, CO 80127, telephone number 720-981-2123 ("SNGME") (collectively referred to herein as the "Parties").

WHEREAS, SNGME is a local natural gas distribution company and a public utility, providing natural gas sales and delivery services to residential, commercial and other end-use customers in certain areas within the State of Maine and subject to the Maine Public Utilities Commission ("MPUC") rules and regulations and SNGME's tariff currently on file, and as amended from time to time, with the MPUC ("Tariff"); and

WHEREAS, Customer desires to use natural gas at Customer's facilities ("Facilities"), as set forth in Exhibit C, which is attached hereto and incorporated herein by this reference, at various locations in Kennebec County, Maine; and

WHEREAS, Customer desires to receive from SNGME and SNGME desires to provide to Customer natural gas pipeline distribution services to certain Facilities, at the SNGME's Delivery Point, which is downstream of the Maritime & Northeast Pipeline; and

WHEREAS, certain Facilities will require SNGME to provide a natural gas supply ("Commodity"), and other of Facilities will require Customer to purchase the Commodity as necessary to effectuate SNGME's Services, as defined in Provision 1 below; and

WHEREAS, SNGME will provide natural gas pipeline services for any SNGME-provided Commodity or any Customer-provided Commodity to Facilities, as mutually determined by the Parties.

NOW THEREFORE, in consideration of the premises and the covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Services. SNGME shall provide, and Customer shall take, natural gas pipeline distribution services as set forth in this Agreement, including (i) designing, permitting, installing, constructing, operating, inspecting, repairing, replacing, and maintaining ("Construction") of SNGME's system components necessary to provide service to Customer, including but not limited to installing a standard meter house (if necessary); (ii) metering, (iii) regulation, and (iv) telemetering at specifically designated Facilities, but specifically excluding the Daschleger building (55 Capitol Street, Augusta, Maine) and the Criminal Justice K-9 building (15 Oak Grove Road, Vassalboro, Maine)(collectively referred to herein as "Services").

2. EFFECTIVE DATE AND TERM.

A. Effective Date. This Agreement shall be effective on the date approval is received from the State Controller and the State Purchases Review Committee ("Effective Date"), and Customer shall provide written notice to SNGME upon receipt of such approval.

B. Term. The Term of this Agreement shall be as set forth in Exhibit A; provided, however, SNGME agrees to provide Services to the DOT, Child Street, Augusta, Maine, on or before April 15, 2014, to Maine Criminal Justice Academy, Vassalboro, Maine, on or before November 1, 2015, and to all other Facilities listed in Exhibit B on or before June 1, 2014, or the day by which Customer is capable of using Services, whichever date is later ("Priority Delivery Dates").

3. Contingency of Agreement. SNGME's obligations and other duties hereunder are contingent upon the receipt and continuance of any and all necessary franchises and other rights from the MPUC and any city or municipality and shall be contingent upon the receipt and continuance of any and all other necessary regulatory authorizations, permits, land or other rights SNGME deems reasonably required or necessary to enable SNGME to serve or continue to serve Customer. Service hereunder shall also be subject to any currently existing or any future curtailment priorities and shall be subject to the United States Presidential authority to enact and make orders concerning has disposition in the a gas crisis or emergency.

4. CUSTOMER OBLIGATIONS.

A. Duty to Provide Information and Access. Customer agrees to provide SNGME reasonable requested information, access to Customer's Facilities and property as required by SNGME, and land rights in a form that is mutually agreeable to both Parties (to the extent Customer holds them) necessary for the Construction of SNGME's facilities that (a) are to be located on the Customer's property and (b) are necessary for the operation of SNGME's system and provide Services to Customer.

B. Duty to Provide Telephone Line. Customer shall provide a dedicated telephone line for the telemetering equipment and shall maintain such line for SNGME's benefit at Customer's sole cost.

C. Duty to Procure the Commodity. In the event Customer elects transportation-only service, Customer shall purchase the Commodity necessary for SNGME to provide Services to Customer's Facilities, as mutually determined by the Parties. Customer shall disclose purchases of Commodity to SNGME on a monthly basis, and acknowledges that any balancing will occur in accordance with the SNGME Tariff and the General Terms and Conditions of SNGME's Tariff, as may be amended from time to time. (hereinafter collectively, "SNGME's Tariff").

D. Locating Underground Facilities. Prior to SNGME commencing Construction, Customer is responsible for locating any Customer-owned underground facilities, including but not limited to steam piping and non-utility telecommunications facilities ("Underground Facilities") that are in the mutually agreed upon Service route. Customer must provide SNGME with written documentation evidencing the locations of Underground Facilities prior to SNGME commencing Construction.

E. Duty to Maintain.

i. Customer, at its sole cost, is responsible and liable for the ownership and maintenance of all pipe and facilities located downstream of the regulator or meter, if applicable, whichever comes last in connection to the service line.

ii. Customer, at its sole cost, is responsible and liable for the purchase, installation, maintenance, and reading of any individual meters

when installed downstream of SNGME's facilities as set forth in paragraph 5 below.

iii. Customer shall maintain its Facilities and conduct its operations in a manner that does not (i) threaten the safety or integrity of SNGME's system or operations ("Safety Threats"); or (ii) adversely affect SNGME's operation or system, including but not limiting to causing delays and other impediments ("Adverse Impacts"). Customer agrees to promptly notify SNGME of any Safety Threats and Adverse Impacts that have occurred, are occurring, or may occur in relation to Customer's Facilities, maintenance or operations.

5. SNGME OBLIGATIONS.

A. Construction and Maintenance.

i. SNGME shall provide Construction for all SNGME facilities necessary to provide Services to Customer, with the exception of any components that are the responsibility of Customer, as set forth within this Agreement.

ii. Service lines for all of Customer's Facilities, as depicted in the drawings or as specified in the Memorandum of Agreements, which are attached hereto for reference only as Exhibit E shall be installed by SNGME at its sole cost.

iii. With regards to Customer's Camp Keyes Facilities, SNGME shall, at its sole cost, install a master-meter with telemetry at the Camp Keyes gate located at or near Blaine Avenue in Augusta, Maine, and, at its sole cost install pipe to each building with a regulator. Customer, at its sole expense, shall install meters of its choice that meet National Guard Bureau criteria for reporting each building, if needed.

iv. SNGME shall own, operate, and maintain the pipe and facilities up to and including the meter or regulator, whichever is the last device in the service pipeline system.

B. Restoration. SNGME shall, at its sole cost, provide trench, padding material, backfill and restoration for land disturbed by SNGME's Construction on Customer's property.

C. Governmental and Regulatory Approvals. SNGME, at its sole cost, shall obtain and maintain in force all required governmental and regulatory approvals, authorizations, permits, franchises, easements and any other rights that are required to provide Services to Customer's Facilities.

D. Location of Underground Facilities. In the event Customer requires assistance in locating Underground Facilities, SNGME will provide Customer with commercially reasonable location assistance at Customer's sole expense and only upon SNGME's receipt of written notice from Customer requesting such assistance. In no event shall SNGME be liable for any errors or omissions arising from or related to providing Customer with assistance in locating Underground Facilities.

E. Legal Compliance. SNGME's location and Construction of its facilities shall comply with all federal, state and local laws, rules and regulations.

F. Standard of Performance. In the performance of work under this Agreement, SNGME shall adhere to and comply with the standards of practice applicable to similar work in the natural gas transmission and distribution industry.

6. ACCESS. Upon twenty-four (24) hours advance notice to Customer, properly authorized representatives of SNGME, as agreed upon by SNGME and Customer, will be entitled to enter the Customer's Facilities and premises at any time for any reason related to SNGME's Construction of its facilities, including but not limited to the completion of planned maintenance. The Parties acknowledge and agree that in the event of an emergency or for regularly scheduled meter readings, advance notice is not required, and, in such event, Customer shall cooperate with SNGME to provide immediate access for entry into Customer's Facilities premises. Whenever SNGME is required to perform any Construction on Customer's property, it shall make reasonable efforts to coordinate such work with Customer to minimize any disruption to Customer's activities, and Customer agrees to cooperate with SNGME's coordination of any such Construction.

7. INDEMNIFICATIONS AND RELEASE OF LIABILITY.

A. Indemnification of Customer. SNGME shall indemnify and hold harmless Customer and its officers, agents and employees from any and



all claims, liabilities and costs, including reasonable attorney's fees, for any and all injuries to persons or property or claims for money damages, arising from the negligent acts or omissions of SNGME, its employees, agents, officers and subcontractors in the performance of work under this Agreement; provided, however, SNGME shall not be liable for claims arising out of the negligent acts or omissions of Customer, or for actions taken in reasonable reliance upon written instructions of Customer.

i. [Intentionally left blank]

ii. In addition to other limitations set forth elsewhere in this Agreement or SNGME's Tariff, the Parties agree that SNGME is released from responsibility and liability for any existing conditions at the Customer's Facilities. The Customer shall bear full responsibility and liability for the existence or presence of any toxic, hazardous, radioactive, infectious or other dangerous substances or materials regulated as toxic by applicable federal or state law not caused by SNGME. SNGME is not responsible for searching for or identifying such materials. SNGME shall notify the Customer and may inform the appropriate government agency of any soil that it excavates or any other materials it comes in contact with at Customer's Facilities which has any unusual odor, texture or appearance, and SNGME may cease work and shall inform Customer of the condition. Necessary remedial measures shall be the sole responsibility of Customer.

iii. [Intentionally left blank]

8. DESIGNATION OF SERVICE TYPE. During the term of this Agreement, SNGME will provide either "Transport Only" Services or "Full" Services to Customer's Facilities, and except as otherwise provided herein, SNGME will not be obligated to provide the Commodity hereunder to Customer. Customer has designated which Facilities are to receive transport-only services and which are Facilities are to receive full services from SNGME (collectively referred to herein as "Initial Service Type Designation") until such time as Customer has made an election to change any such designation pursuant to the terms set forth herein). The Initial Service Type Designations are set forth in the attached Exhibit C, which is incorporated herein by this reference. The annual calendar year for Services is October 1 of the then current year through September 30 of the subsequent year ("Service Year"). Customer is required to provide written notice to SNGME on or before July 1 ("Election Date") on annual basis either confirming or amending the Service Type Designation for

each facility for the upcoming Service Year ("Notice of Service Type Election"). In the event Customer fails to provide Notice of Service Type Election on or before the Election Date, Customer's Service Type Designations shall remain unchanged for the upcoming Service Year. Customer shall not amend its Service Type Designations for any reason, including but not limited to fluctuations in the market, during the Service Year until the next Election Date. The foregoing limitation on amendment of Service Type Designations is notwithstanding Customer's right to terminate this Agreement, in whole or in part, to transition to an alternative fuel form, as more particularly described in Exhibit A.

9. PRICE. The total price for Services provided hereunder shall be as set forth in Exhibit B.

10. DELIVERY POINTS

A. The Delivery Points shall be as set forth in Exhibits A and B.

11. NATURAL GAS SUPPLY—TRANSPORT ONLY FACILITIES

A. Facilities that are Transport only pursuant to Customer's Initial Service Type Designation are as set forth on Exhibit C.

B. Customer shall enter into agreements for the purchase and delivery of the Commodity to SNGME's Delivery Point as set forth in Exhibit A, and shall give SNGME written notice of such agreements and of any modification made after execution of this Agreement. Such modification shall not obligate SNGME to consent to the modification of this Agreement, but such consent shall not be unreasonably denied.

C. Customer shall be required to pay for all quantities of the Commodity required pursuant to this Agreement.

D. Customer shall disclose purchases of Commodity to SNGME on a monthly basis.

E. Customer acknowledges and agrees that SNGME shall have no obligation to perform transportation service if Customer fails to comply with the terms of this Agreement, SNGME's Tariff, and the Gas Transportation Terms and Conditions, appended hereto as Exhibit D.

F. Nominations, Scheduling, and Balancing, as defined in the SNGME's Tariff are the responsibility of Customer or Customer's designated agent and shall be in accordance with SNGME's Tariff.

12. NATURAL GAS SUPPLY—FULL SERVICE FACILITIES.

A. Facilities that are full service pursuant to Customer's Initial Service Type Designation are as set forth on Exhibit C.

B. SNGME will supply Customer's Facilities listed in Provision 12(a) above with Commodity at the cost to SNGME in accordance with SNGME's Tariff.

C. Nominations, Scheduling and Balancing/not applicable.

D. Telemetrying/not applicable.

E. Notwithstanding any other provision to the contrary, the Customer reserves the right to file a complaint with the MPUC if SNGME fails to comply with the terms of this Agreement, SNGME's Tariff, or the Gas Transportation Terms and Conditions, Exhibit D.

13. BILLING. Charges for Services under this Agreement shall be monthly and payable upon presentation of the invoice. Interest charges calculated in accordance with SNGME's Tariff shall be added if current charges are not paid by Customer and received by SNGME within thirty (30) days from the date of the bill. In the event the Customer disputes the amount or any portion of any bill, Customer shall pay the undisputed portion and shall notify SNGME no later than ten (10) days from the date of receipt of the bill, indicating the amount disputed and the basis for the dispute. The Parties shall use their best efforts to resolve the dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice, and in the event such dispute is not resolved within the timeframe set forth herein, the terms of Provision 16 "Dispute Resolution" shall apply. Interest on the disputed portion of any such bill shall not be payable during the dispute period, but shall continue to accrue and be payable upon resolution of the dispute by the Parties.

For the purposes of this paragraph 13, Customer shall mean the Property Management Division, Department of Administrative and Financial

Services for all facilities listed in Exhibit C except DVEM Camp Keyes, DVEM Waterville WMD and DVEM Waterville Armory. These three facilities shall be the Customer for the purposes of invoicing and payment under this paragraph 13.

Invoices for Property Management Division are to be sent to:

Director  
Property Management Division  
76 State House Station  
Augusta, ME 04333-0076

Invoices for DVEM Camp Keyes are to be sent to:

Department of Defense, Veterans and Emergency Management  
Attn. Business Office  
DFE BLDG 8  
33 State House Station  
Augusta, ME 04333-0033

Invoices for DVEM Waterville WMD are to be sent to:

Department of Defense, Veterans and Emergency Management  
Attn. Business Office  
DFE BLDG 8  
33 State House Station  
Augusta, ME 04333-0033

Invoices for DVEM Waterville Armory are to be sent to:

Department of Defense, Veterans and Emergency Management  
Attn. Business Office  
DFE BLDG 8  
33 State House Station  
Augusta, ME 04333-0033

14. LIQUIDATED DAMAGES. If SNGME is not able to provide natural gas distribution services to the Facilities as set forth in Provision 2(B) or before the Priority Delivery Dates, due to reasons other than force majeure, SNGME

will reimburse Customer for the difference between Customer's heating oil or propane cost and SNGME's delivered natural gas cost until gas is delivered on a facility by facility basis, but only in the event that Customer's Facilities are ready and able to receive Service from SNGME. SNGME reserves the right to inspect the Customer's Facilities to confirm the Facilities' readiness to use natural gas. This Liquidated Damages provision shall cease to apply when SNGME provides Service to Customer's Facilities.

15. NOTICE. Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement, or any notice which either Party may desire to give the other, shall be in writing and shall be considered as duly delivered when transmitted via (A) fax or e-mail, upon acknowledgement of receipt, with proof of transmittal being provided to recipient upon request, (B) overnight messenger or carrier service, or (C) mailed by registered or certified mail to the Post Office address of the receiving Party, as set forth in this Agreement or at such other address as either Party shall designate by written notice as provided herein. Routine communications, including monthly statements and bills, shall be considered as duly delivered when mailed by registered, certified, or ordinary mail. Notwithstanding any other provision hereof, any notice changing the address of a Party, for purposes of this Agreement shall be considered duly delivered when received by the addressee.

SNGME: Summit Natural Gas of Maine, Inc.  
7810 Shaffer Parkway  
Suite 120  
Littleton, CO 80127  
Attn: Lisa Wendt  
(T) 720-981-2006  
(F) 720-981-2129

Customer: State of Maine  
Bureau of General Services  
111 Sewall Street 77 SHS  
Augusta, ME 04333-0077  
Attn: Bambi L. Tefft, Director Special Projects  
(T) 207-624-7341  
(F) 207-287-4039

Customer and SNGME each shall be responsible for ensuring that the other party has updated contact information at all times during the term of this Agreement.

16. DISPUTE RESOLUTION. If the Parties cannot resolve the dispute within thirty (30) days of notice of the dispute, then unless the Parties mutually agree to an extension of time, such controversy shall be submitted to a single third party mediator selected upon agreement of the Parties for mediation. The Parties shall share equally the compensation and expenses of the mediator as well as all fees and expenses imposed for transcripts, hearing room rentals, filing fees and administrative costs. Each Party shall be responsible for its own costs of mediation and associated legal fees, if any. A Party may submit to a court of competent jurisdiction in Maine any claim and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Neither Party shall be obligated to follow the procedures set forth in this Provision if such Party believes it is necessary to seek injunctive relief where appropriate.

17. APPLICATION OF LAWS AND SNGME'S TARIFF.

A. Applicability of Laws. This Agreement is subject to all valid and existing and future laws, rules, regulations and orders of all governmental authorities having jurisdiction over the Parties hereto or the subject matter hereof.

B. Applicability of SNGME's Tariff. The Terms and Conditions of SNGME's Tariff may be changed, superseded, or amended from time to time in accordance with law and are expressly incorporated into and made part of the Agreement. The currently applicable terms and conditions of SNGME's Tariff are on file with the MPUC. In the event of conflict between the terms, conditions, and requirements of SNGME's Tariff and this Agreement, the terms, conditions and requirements of SNGME's Tariff shall govern. SNGME shall have the right to propose, file, and make effective with the MPUC or any other governmental body having jurisdiction, revisions to any applicable service classification for the purpose of changing the price, charges, and other provisions thereof effective as to Customer; provided, however, such changes will not change Customer's price for gas service hereunder, except as otherwise explicitly permitted pursuant to this Agreement. In the event such revision to any applicable service classification otherwise constitutes a material change in the service SNGME provides to Customer hereunder, then the Parties will

discuss the nature of the change and whether a mutually agreeable resolution can be achieved. The filing of such applicable changes and revisions to any applicable service classification(s) shall be without prejudice to the right of the Customer to contest or oppose the effectiveness of such filing. Customer agrees to comply with the Gas Transportation Terms and Conditions set forth in Exhibit D, which is appended hereto and incorporated herein, as required under SNGME's Tariff. Unless otherwise agreed to in writing by the Parties, upon termination of service under this Agreement, and the Customer continues to take natural gas transportation Services from SNGME, Customer shall pay the applicable Tariff rate in effect at that time.

18. ASSIGNMENTS. No assignments of this Agreement shall be permitted, absent the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

19. CONFIDENTIAL INFORMATION. The terms of this Agreement are considered Confidential Information, and the Parties agree to maintain the confidentiality of the terms hereof to the fullest extent permitted by law or regulatory process. The Agreement will be submitted confidentially to the Maine PUC for informational purposes. The Parties agree that they will not, directly or indirectly, (A) use such Confidential Information except as required in the normal and proper course of performing under this Agreement; (B) disclose such Confidential Information to any other person, corporation or entity, except as set forth within this Provision 19; or (C) allow a third party access to such Confidential Information (except as otherwise may be required by law including without limitation the Maine Freedom of Access Act) without, in each case, obtaining the prior written approval of the other Party.

20. DEFAULT. The occurrence at any time with respect to either Party of any of the following events constitutes an event of default hereunder and the non-defaulting Party shall be entitled to suspend its performance hereunder and/or terminate this Agreement in the event of such default:

A. the failure by a Party to make, when due, any payment under this Agreement if the failure is not remedied within five business days after receipt of a notice of such failure from the other Party;

B. a Party: (i) files, or consents by answers or otherwise to the filing against it of any petition or case seeking relief under any federal, state,

or foreign bankruptcy or insolvency (collectively "Bankruptcy Laws"); (ii) makes a general assignment for the benefit of its creditors; (iii) applies for or consents to the appointment of a custodian, receiver, trustee, conservator, or other officer with similar powers ("Custodian"); or (iv) takes corporate action for the purpose of any of the foregoing;

C. a court or governmental authority, agency, instrumentality or official of competent jurisdiction enters or issues an order or decree with respect to a Party: (i) appointing a Custodian; (ii) constituting an order for relief under, or approving a petition or case for relief or reorganization of any petition or case to take advantage of, any Bankruptcy Laws; or (iii) ordering its dissolution or liquidation;

D. a petition or case for any purpose specified in the subparagraph directly above is filed against a Party and is not dismissed within thirty (30) days; or

E. a Party fails to perform, observe, or comply with any other material term, covenant, or provision contained in this Agreement and the failure continues for thirty (30) days after receipt of a notice of such failure from the other Party.

No waiver by either Party of any default shall be construed as a waiver of any succeeding default of the same or any other obligation or condition. Customer's obligation to pay any amount due shall continue despite the termination, suspension, or expiration of this Agreement.

21. FORCE MAJEURE. Notwithstanding any other provision in this Agreement, neither Party shall be liable for any breach, delay, or nonperformance which directly or indirectly results from or is caused by force majeure, i.e., an event, circumstance, or act of a third party (e.g., an act of god, an act of the public enemy, acts or threats of terrorism, an act of a government entity, strike or other labor disturbance, hurricane, earthquake, fire, flood, epidemic, disease, embargo, war, and riot), that is beyond a Party's reasonable control and which, by the exercise of reasonable diligence, the affected Party is unable to prevent, avoid, mitigate, or overcome. A Party that becomes aware of a force majeure that will materially delay performance shall: (a) provide prompt written notice of the force majeure to the other Party (and in no event later than ten (10) days after it discovers the force majeure), giving a detailed written explanation of the event, including an estimation of its expected duration and



the probable impact on the performance of its obligations; (b) exercise all reasonable efforts to continue to perform its obligations; (c) expeditiously take action to correct or cure the force majeure; provided, however, that settlement of labor disputes will be completely within the sole discretion of the Party affected by such labor dispute; (d) exercise all good faith commercially reasonable efforts to mitigate or limit damages to the other Party; and (e) provide prompt notice to the other Party of the cessation of the force majeure.

Force Majeure shall not include any economic factors including the price of gas or gas transmission; the cost of variable and fixed operation and maintenance costs; events that merely increase the cost of a Party's performance; or the inability of a Party to obtain financing.

22. CUSTOMER COVENANTS AND REPRESENTATIONS. Customer covenants and agrees that all Commodity delivered by SNGME under the terms of this Agreement shall be used solely by Customer and shall not be resold.

Customer represents that, to the best of its knowledge, there are no conditions on or about Customer's Facilities (including but not limited to the presence of hazardous materials) that would impede or adversely affect SNGME's operation of its facilities, performance of its obligations, or make SNGME's performance of its obligations unreasonably dangerous or expensive for SNGME or its employees or agents. If Customer becomes aware of such conditions, it shall immediately notify SNGME by electronic or telephone communication, with follow-up in writing within twenty-four (24) hours. Upon occurrence of such unforeseen conditions, Customer shall be responsible for all costs related to such conditions.

23. TERMINATION.

A. Termination for Any Reason. This Agreement may be terminated in whole or in part by mutual consent of the Parties in writing by providing ninety (90) days written notice to the other Party. In the event that Customer elects to terminate this Agreement in whole or in part for any reason, notwithstanding Provision 23(B), Customer shall promptly reimburse SNGME, in an amount agreed to by the Parties, for resources expended by SNGME to bring natural gas transportation services from the street up to the SNGME meter or regulator, whichever is the last device in the service pipeline system, to any facility affected by Customer's election to terminate. Further, in such event of termination prior to the end of the Term, Customer agrees to pay, in addition

to reimbursement for resources expended, an amount negotiated in good faith and agreed to by the Parties for the unexpired Term of the Agreement.

B. Termination Due to Inability to Convert to Natural Gas.  
SNGME shall not expend any resources on a facility until such time that Customer has provided written notice to SNGME that the facility can be reasonably converted to natural gas.

(1) In the event that Customer, in its sole determination, discovers that a specific facility cannot reasonably be converted to natural gas, Customer may terminate this Agreement with regards to that specific facility upon ninety (90) days written notice to SNGME. In any such event where Customer has (i) already provided notification to SNGME that a facility can reasonably be converted to natural gas and (ii) SNGME has already expended resources to provide natural gas Services specifically to said facility, Customer shall promptly reimburse SNGME in an amount negotiated in good faith and agreed upon by the Parties for such expended resources; provided that SNGME provided prior written notice to Customer in advance of expending any such resources to provide natural gas Services to such facility. The termination of this Agreement with respect to any facility under this subsection shall not relieve Customer of its obligations with regard to any other facility not identified in the notice of termination.

(2) In the event SNGME discovers that it cannot reasonably provide natural gas Services to a specific facility, it may terminate this Agreement with regards to that specific facility upon ninety (90) days written notice to Customer. In any such event where (i) SNGME has agreed to provide natural gas services and (ii) Customer has already expended resources to convert a facility to natural gas, SNGME shall promptly reimburse Customer in an amount agreed upon by the Parties for such expended resources; provided that Customer provided prior written notice to SNGME in advance of expending any such resources to convert a facility to natural gas. The termination of this Agreement with respect to any facility under this subsection shall not relieve SNGME of its obligations with regard to any other facility not identified in the notice of termination.

24. EQUAL EMPLOYMENT OPPORTUNITY. SNGME shall comply with the State of Maine Code of Fair Practices and Affirmative Action set forth in 5 M.R.S. § 784(2).

25. NON-APPROPRIATION. Notwithstanding any other provision of this Agreement, if the Customer does not receive sufficient funds to fund this Agreement, if funds are de-appropriated, or if the Customer does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then Customer is not obligated to make payment under this Agreement.

26. ACCESS TO RECORDS. SNGME agrees to treat all records, other than proprietary information, relating to personal services work performed under this Agreement as public records under applicable freedom of access laws to the same extent as if the work were performed directly by the Customer. For the purposes of this Agreement, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the SNGME and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing services under this Agreement and information concerning employee and Agreement oversight and accountability procedures and systems are not proprietary information. SNGME shall maintain all books, documents, payrolls, papers, and accounting records ("Records") and make such Records available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified by Maine Uniform Accounting and Auditing Practices for Community Agencies ("MAAP") rules; however Customer acknowledges and agrees that any Records created, maintained or held by SNGME that are not specific to this Agreement, but rather were created, maintained, and held for the benefit of SNGME's business overall shall not be subject to disclosure under this paragraph 26 . SNGME shall allow inspection of pertinent documents by the Customer or any authorized representative of the State of Maine or Federal Government, and shall furnish copiers thereof, if requested.

27. INDEPENDENT CAPACITY. The parties agree that the SNGME shall act in the capacity of an independent contractor and not as an officer, employee or agent of the Customer. Accordingly, except as expressly stated otherwise in this Agreement, Customer shall neither have nor exercise any specific control or direction over the particular methods by which SNGME shall perform or cause to be performed the Services required by this Agreement. It is further understood and agreed that this Agreement shall not create nor constitute either a partnership or joint venture arrangement.

28. LIABILITY INSURANCE. SNGME shall keep in force a liability policy issued by a SNGME fully licensed or designated as an eligible surplus line insurer to do business in the State of Maine by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Customer from suits. If SNGME was insured through a "risk retention group" insurer prior to July 1, 1991, it may continue under that arrangement. Upon request, SNGME shall furnish the Customer with written proof of the existence of such liability insurance policy.

29. SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement does not comply with any law, ordinance, or regulation of any governmental or quasi-governmental authority, now existing or hereinafter enacted, such provision shall to the extent possible be interpreted in such a manner so as to comply with such law, ordinance, or regulation, or if such interpretation is not possible, it shall be deemed amended to satisfy the requirements thereof.

30. EXECUTION. This Agreement may be delivered electronically or by facsimile. This Agreement may be signed in counterpart, all of which taken together shall constitute one and the same instrument, but shall not be effective until such time as both Parties have signed the Agreement.

31. RECITALS AND EXHIBITS. Recitals and Exhibits are hereby incorporated by this reference. In the event of conflict between the terms of this Agreement and the terms of any of the Exhibits, the terms as set forth in the Exhibits shall control.

32. HEADINGS. Provision headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

33. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter. It cannot be amended or changed except by a writing signed by both Parties.

34. INTERPRETATION. This Agreement shall be construed and interpreted in accordance with the laws of Maine notwithstanding any choice of law rules that may direct the application of the laws of another jurisdiction.

**[Signature Page to Follow.]**

**IN WITNESS WHEREOF**, the Parties have hereunto executed this Agreement on the day and year first above written.

STATE OF MAINE  
CORPORATION

By: Edward A. Dall

Title: Director, BGS

Date: 4/10/2014

SUMMIT NATURAL GAS OF  
MAINE, INC.

By: [Signature]

Title: President

Date: 3-6-14

[Signature]

MAY 20 2014

UNENCUMBERED  
MAY 20 2014  
NO FUNDS RESERVED  
FOR THIS CONTRACT

**Exhibit A**

**Service Agreement for Natural Gas  
Between  
State of Maine, Department of Administrative &  
Financial Services  
And  
Summit Natural Gas of Maine, Inc.**

- A. Delivery Point: Various Facilities in Kennebec County, Maine  
See Exhibit B for specific Facilities
- B. Interstate Pipeline: Maritime & Northeast Pipeline
- C. City Gate: Pittston, Maine
- D. Term: The Term of Service for each Facility shall be ten (10) years commencing on the Facility's first date of Service, regardless of the Agreement Effective Date.
- E. Agreement Effective Date: The date approval is received from the State Controller and the State Purchases Review Committee
- F. Initial Service Type Designation: See Exhibit C for specific Facilities
- G. Price: See Exhibit B for specific Facilities
- H. Exclusive Use: Customer will use natural gas exclusively. However, if, at any such time that the cost of the Supplier's (third party gas supplier) fuel exceeds the unit rate of the alternative fuel (second fuel) by 10% for a sustained period of more than 10 business days, Customer, at its discretion, reserves the right to cease consumption of the Supplier's fuel until such time the price drops below the alternative fuel rate. Customer will pay the Service Agreement for Natural Gas transportation rate based on the projected consumption quantity during this period. In no event shall SNGME's Commodity be considered an alternative fuel (second fuel) and is hereby specifically excluded from the definition thereof.

STATE OF MAINE

By: Edward A Dall

Title: Director, BGS

Date: 4/10/2014

SUMMIT NATURAL GAS OF  
MAINE, INC.

By: Michael G. Jones

Title: President

Date: 3-6-14

**Exhibit B**

**Negotiated Natural Gas Transportation Service Agreement  
between  
Summit Natural Gas of Maine, Inc. ("SNGME")  
and  
State of Maine ("Customer")**

**Customer Facilities to be Converted  
and Associated Special Transportation Prices**

Customer Facilities to be converted are set forth below. The associated transportation prices per (\$/MMBtu) are special prices that have been mutually negotiated by and between SNGME and Customer and are to be utilized solely for this Agreement.

#	Location	Site	Address	City	Potential Heating Need (MMBTU)	Volumetric Rate (10 Year Price)	Fixed Monthly Charge (10 Year Price)	Sales Customer
5	DVEM	Camp Keyes (all Bldgs)	194 Winthrop St	Augusta	9,286	\$ 1.50	N	N
6	BABLO	BABLO	10 Water St	Hallowell	3,239	\$ 1.50	N	N
7	DOT	DOT Building	24 Child St	Augusta	2,760	\$ 1.50	N	N
11	West Campus	DHHS	242 State St	Augusta	1,481	\$ 1.50	N	N
20	West Campus	Daschleger	55 Capitol St	Augusta	450	\$ 1.50	N	N
25	District Court	District Court	145 State St	Augusta	1,119	\$ 1.50	N	N
26	Vassalboro	Criminal Justice (C Bldg)	15 Oak Grove Rd	Vassalboro	7,858	\$ 4.00	N	Y
27	Vassalboro	Criminal Justice (A Bldg)	15 Oak Grove Rd	Vassalboro	1,727	\$ 4.00	N	Y
28	DVEM	Waterville WMD	Armory St	Waterville	1,438	\$ 4.00	N	N
29	DVEM	Waterville Armory	Armory St	Waterville	1,074	\$ 4.00	N	N
30	Vassalboro	Criminal Justice (K-9)	15 Oak Grove Rd	Vassalboro	163	\$ 4.00	N	Y

STATE OF MAINE

By: Edward A Dahl

Title: Director, B65

Date: 4/10/2014

SUMMIT NATURAL GAS OF MAINE, INC.

By: [Signature]

Title: President

Date: 3-6-14



Exhibit C

Service Agreement for Natural Gas  
between  
Summit Natural Gas of Maine, Inc. ("SNGME")  
and  
State of Maine ("Customer")

Initial Service Type Designations

#	Location	Site	Address	City	Initial Service Designation
5	DVEM	Camp Keyes (all bldgs)	194 Winthrop St.	Augusta	Full Service
6	BABLO	BABLO	10 Water St.	Hallowell	Full Service
7	DOT	DOT Building	24 Child St.	Augusta	Full Service
11	West Campus	DHHS	242 State St.	Augusta	Full Service
20	West Campus	Daschleger	55 Capitol St.	Augusta	Full Service
25	District Court	District Court	145 State St.	Augusta	Full Service
26	Vassalboro	Criminal Justice (C Bldg)	15 Oak Grove Rd.	Vassalboro	Full Service
27	Vassalboro	Criminal Justice (A Bldg)	15 Oak Grove Rd.	Vassalboro	Full Service
28	DVEM	Waterville WMD	Armory St.	Waterville	Full Service
29	DVEM	Waterville Armory	Armory St.	Waterville	Full Service
30	Vassalboro	Criminal Justice (K-9)	15 Oak Grove Rd.	Vassalboro	To be Determined

STATE OF MAINE

By: Edward A Dahl

Title: Director, BGS

Date: 4/10/2014

SUMMIT NATURAL GAS OF  
MAINE, INC.

By: Michael P. Poirier

Title: President

Date: 3-6-14

## Exhibit D

**Service Agreement for Natural Gas  
Between  
State of Maine, Department of Administrative &  
Financial Services  
And  
Summit Natural Gas of Maine, Inc.**

**SUMMIT NATURAL GAS OF MAINE, INC. ("COMPANY")  
TRANSPORTATION TERMS AND CONDITIONS**

### **DEFINITION OF TERMS**

Allocation(s) - Actual quantity of Shipper's Gas supplies, as determined by the Interconnecting Party, to be delivered to the Company by the Interconnecting Party for a specific time period.

Capacity Interruption - The discontinuance of transportation service due to Company's inability to provide such service due to capacity constraints on the Company's System. The phrase "Capacity Interruption" shall have the same meaning as "Interruption".

Cumulative Operational Imbalance - The sum of all unresolved Daily Operational Imbalances at any given time.

Daily Operational Imbalance - The difference between (i) the quantity of Shipper's Gas allocated by the Interconnecting Party at the Receipt Point(s) less FL&U and (ii) the quantity of Gas delivered to the Shipper at the Delivery Point(s) as determined by Company.

Day - A period of 24 consecutive hours, beginning at 9:00 a.m. Central Time.

Delivery Point(s) - The point(s) where Company delivers Gas to Shipper as specified in an Exhibit to the Gas Transportation Service Agreement.

Fuel and Lost & Unaccounted Gas (FL&U) - A quantity of Gas, equal to a percentage of the quantity of Shipper's Gas delivered to Company, to compensate Company for FL&U required for transportation service hereunder.

Imbalance Percentage - The Cumulative Operational Imbalance for a given period divided by the Shipper's total Allocation at the Receipt Point(s) less applicable FL&U for that period.

Imbalance Resolution Gas - The quantity of Gas necessary to correct the Cumulative Operational Imbalance between Company and Shipper.

Interconnecting Party - Maritimes & Northeast Pipeline, L.L.C., or others as specified by the Company.

Maximum Daily Transportation Quantity - (MDTQ) is the maximum daily quantity of Gas expressed in Dekatherms which Company agrees to transport to Shipper as set forth on an Exhibit to the Gas Transportation Service Agreement.

Month - The period beginning at 9:00 a.m. Central Time on any day of a calendar month and ending at 9:00 a.m. Central Time on the same day of the succeeding calendar month (

Nomination. The Quantity of Gas supplies requested by Shipper to be transported on the Company's System for a specific Day. Nominations are to be adjusted to include FL&U and shall be made on a Dekatherm basis.

Non-Compliance Penalty Charge - A penalty charge for each Dth of Gas by which Shipper deviated from the requirements of an Operational Flow Order and is equal to the higher of (i) \$20 or (ii) the product of 300% times the higher of Platts *Gas Daily* "Daily Price Survey" High Common price for "Dracut, Mass" or "Algonquin, citygates" for each Day that said Operational Flow Order is in effect.

Operational Flow Order (OFO) - An order issued by Company for a specific Day(s) and covering either a designated area, or a designated Shipper or group of Shippers within an area that the Company reasonably believes are causing the condition necessitating the OFO, to alleviate conditions which threaten or could threaten the safe operation or integrity of Company's System or to maintain operations required to provide efficient and reliable firm service under the following circumstances: a) when delivery system pressure or other unusual conditions are reasonably expected, in Company's judgment, to jeopardize the operation of the Company's System; b) when transmission, storage, or supply resources are being used at or near maximum deliverability; c) when one or more upstream pipelines call an operational flow order and such operational flow order creates conditions on Company's System which necessitate calling an OFO; d) when Company is unable to fulfill its firm service obligations or to maintain overall operational integrity of the System; and e) when necessary to comply with upstream pipeline balancing requirements. When issued, the OFO shall specify the tolerance range of over or under-delivery permitted for the Day(s).

Primary Receipt Point(s) - Receipt Point(s) specified in the Firm Gas Transportation Service Agreement as Primary Receipt Point(s) where Shipper is entitled to firm service on Company's System

Receipt Point(s) - The point of interconnection between the facilities of the Company and the Interconnecting Party(s) wherein the Company receives Gas for the account of Shipper for transportation on its System, as specified on an Exhibit to the Gas Transportation Service Agreement.

Request for Gas Transportation Service - A written request for transportation service submitted by any prospective Shipper as provided in these General Terms and Conditions.

Secondary Receipt Point(s) - Receipt Point(s) which are not specified in the Firm Transportation Service Agreement as Primary Receipt Point(s).

Shipper - Any Customer who has executed a Gas Transportation Service Agreement with Company.

Supply Curtailment - The discontinuance of transportation service as a result of the inability of Company to provide such service due to non-receipt of Shipper's Gas. The phrase "Supply Curtailment" shall have the same meaning as "Curtailment".

Year - A period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning at 9:00 a.m. Central Time on any given day.

## **NOMINATION AND BALANCING RULES**

### **SHIPPER'S RESPONSIBILITY**

Shipper is responsible for obtaining Shipper's Gas, nominating receipts and deliveries, managing Daily and Cumulative Operational Imbalances and payment of all costs of such Gas from sources other than Company, and for the transportation of such Gas to Company's Receipt Point(s) from the Interconnecting Party(s). Shipper's Gas received by Company for transportation for Shipper shall meet all quality specifications as specified in the Quality section included in these terms and conditions. Shipper shall have title to all Gas nominated for delivery to Company. Shipper shall use its best efforts to achieve an equivalent balance between (i) its Gas received by Company at the Receipt Point(s) less Fuel and Lost & Unaccounted Gas (FL&U) and (ii) Gas deliveries to Shipper's Delivery Point(s) on a daily basis.

Company shall not be required to perform transportation service if Shipper fails to comply with the terms of this Service Agreement, the applicable Company Rate Schedule and Gas Transportation Terms and Conditions.

At Shipper's expense, Company will install a device on its metering equipment at the Delivery Point(s) for the purpose of monitoring Gas usage by Shipper. The Shipper shall be responsible to provide a dedicated electrical supply and a telephone line at a location acceptable to Company and capable of transmitting information collected from the monitoring device to the Company's computer system. The Shipper shall be responsible for the maintenance and service of the telephone line. Should a dedicated phone line be required, it is the responsibility of the Shipper to schedule the installation, and the Shipper is responsible for any associated costs including the monthly service charge. Transportation service shall not commence until the automated metering equipment is in place and operational.

The daily and month-to-date usage of each Delivery Point shall be available to Shipper through a website to be maintained by the Company. Shipper shall be provided with a secure login to enable Shipper to monitor this usage information.

#### NOMINATIONS

Shipper shall nominate to Company, up to Shipper's Peak Day Quantity or Maximum Daily Transportation Quantity, daily quantity requirements to be transported through the Company's System. These Nominations shall include at least (i) the quantity of Gas to be received by the Company at the Receipt Point(s) for Shipper's account, and (ii) the quantity of Gas to be delivered by Company to Shipper at the Delivery Point(s). On any Day, Company will receive for Shipper's account those quantities nominated or the amount allocated by the Interconnecting Party(s), whichever is lower.

Daily nominations will be accepted, scheduled and confirmed in the following order:

1. Firm Transportation Service at Primary Receipt Point(s);
2. Firm Transportation Service at Secondary Receipt Point(s);
3. Interruptible Transportation Service
4. Authorized Overrun Deliveries for Firm and Interruptible Transportation Service Agreements; and
5. Imbalance Resolution Gas.

All Nominations are subject to the approval of Company.

Shipper may request changes in Primary Receipt Point(s). Requests for such changes shall be made in writing no less than fifteen (15) business days

prior to the beginning of the Month in which the change will be effective. Company shall grant or deny such changes at its sole discretion. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Service Agreement.

Nominations for service at Secondary Receipt Point(s) shall be made in accordance with Company's Nomination Procedures and shall identify reserved capacity being shifted from Primary Receipt Point(s). In the event that Company is unable to confirm a Secondary Receipt Point nomination on a firm basis, Company may offer Shipper the Secondary Receipt Point capacity on an interruptible basis, but with no rate reduction. In no event shall Shipper be entitled to more Firm Transportation Service than is provided for under the Service Agreement.

All nominated quantities will be expressed in Dekatherms per day; and shall include FL&U.

Shipper and Company will designate in writing their authorized personnel and alternates and their respective telephone numbers to make and accept Nominations, including any future changes of such designation.

Shipper shall provide Company separate Nominations for the purpose of scheduling Imbalance Resolution Gas. Imbalance Resolution Gas shall be the last nominated quantity confirmed by Company and the first Gas Interrupted by Company in the event of a Capacity Interruption or Operational Flow Order.

Company is not responsible for ensuring that the nominated quantities are actually tendered at the Receipt Point(s) or that calculations developed for or by Shipper are correct.

In the event that Company determines that an emergency or other extenuating circumstances exist, Company may modify nomination procedures.

Nominations will be accepted by Company in writing.

#### Nomination Procedures

Daily Nominations shall be tendered in writing in a format requested by Company and shall be received by Company no later than 11:30 a.m. Central time, one (1) day before the Day of Gas flow; provided however, Nominations for Sunday or Monday Gas flows shall be received by Company no later than 11:30 a.m. Central time on the immediately preceding Friday. Company will use its best efforts to accommodate a Shipper's request to change a Daily Nomination after it is due.

### Nomination Confirmations

Nominations made in accordance with the above procedures will not become effective until Company has confirmed the nominated receipt quantity with the Interconnecting Party(s). Shipper is responsible to notify the Interconnecting Party(s) to make corresponding confirmations of nominated receipt quantity to Company.

Any discrepancy in Nominations that cannot be resolved shall result in Shipper receiving the lesser of these two quantities: Shipper's Nominations to Company or Interconnecting Party(s) confirmation

### IMBALANCE RESOLUTION PROCEDURES

Allocations of Shipper's Gas at the Company's Receipt Point(s) will be provided by the Interconnecting Party(s). The difference between (i) Shipper's Allocation at the Receipt Point(s) less FL&U for a given Day and (ii) daily measurement determinations at the Delivery Point(s) on that Day will be considered the Shipper's Daily Operational Imbalance. The sum of all unresolved Daily Operational Imbalances at any time is the Cumulative Operational Imbalance. A Shipper's Imbalance Percentage for a given period is the Shipper's Cumulative Operational Imbalance for that period divided by the Shipper's total Allocation at the Receipt Point(s) less FL&U for that period. Imbalance Resolution Gas shall be deemed last through the meter each Day in determining the amount of a Shipper's Cumulative Operational Imbalance

### IMBALANCE LIMITS

On any day,

- (i) Shipper's Daily Operational Imbalance shall not exceed plus or minus 10% of its (PDQ less FL&U), and
- (ii) Shipper's Cumulative Operational Imbalance shall not exceed plus or minus 20% of its (PDQ less FL&U).

If on any day, Shipper's Daily Operational Imbalance and/or Cumulative Operational Imbalance exceed these limits, then Company may

- (i) issue an Operational Flow Order to Shipper requiring Shipper to maintain its Daily Operational Imbalance within the daily limit or be subject to the Non-Compliance Penalty Charge defined in the Tariff on quantities outside of the daily limit, and/or
- (ii) Cash-out Cumulative Operational Imbalance quantities that are outside of the cumulative limit pursuant to the DAILY CASH OUT OF IMBALANCES section herein.

### DAILY CASH OUT OF IMBALANCES

Shipper's Cumulative Operational Imbalance at the end of each Day may be cashed-out pursuant to the IMBALANCE LIMITS section herein at the following prices:

The Company shall purchase from Shipper all positive Cumulative Operational Imbalance quantities outside the IMBALANCE LIMITS at 80% of the lower of Platts Gas Daily "Daily Price Survey" Low Common prices for "Dracut, Mass." or "Algonquin, city-gates" as such prices are published for the Day.

The Company shall sell to Shipper all negative Cumulative Operational Imbalance quantities outside the IMBALANCE LIMITS at 120% of the higher of Platts Gas Daily "Daily Price Survey" High Common prices for "Dracut, Mass." or "Algonquin, city-gates" as such prices are published for the Day.

#### MONTHLY CASH OUT OF IMBALANCES

Shipper's Cumulative Operational Imbalance at the end of each Month will be cashed-out each Month so that no imbalance will be carried forward to subsequent Months. Monthly imbalance penalties associated with the cash-out mechanism are based on Shipper's Imbalance Percentage for the Month determined as Shipper's Cumulative Operational Imbalance for the Month divided by the Shipper's total Allocation at the Receipt Point(s) less FL&U for the Month. A single Period Index Price will be applied to all cash-out quantities based on the Shipper's Imbalance Percentage for the Month.

The Company shall purchase all positive Month-end Cumulative Operational Imbalance quantities at the prices listed below:

Imbalance Percentage	Prices for Period Imbalances
0% to <5%	100% Period Index Price
>5% to <10%	90% Period Index Price
>10% to <15%	80% Period Index Price
>15% to <20%	70% Period Index Price
>20% to <25%	60% Period Index Price
>25%	50% Period Index Price

Period Index Price for positive cash-out quantities shall be the lower of the arithmetical average of Platts Gas Daily "Daily Price Survey" Midpoint prices for "Dracut, Mass." or "Algonquin, city-gates" as such prices are published each Day of the applicable Month and the first seven days of the subsequent Month.

The Shipper shall purchase all negative Month-end Cumulative Operational Imbalance quantities at the prices listed below:



Imbalance Percentage	Prices for Period Imbalances
0% to <5%	100% Period Index Price
>5% to <10%	110% Period Index Price
>10% to <15%	120% Period Index Price
>15% to <20%	130% Period Index Price
>20% to <25%	140% Period Index Price
>25%	150% Period Index Price

Period Index Price for negative cash-out quantities shall be the higher of the arithmetical average of Platts Gas Daily "Daily Price Survey" Midpoint prices for "Dracut, Mass." or "Algonquin, city-gates" as such prices are published each Day of the applicable Month and the first seven days of the subsequent Month. For all negative imbalance cash-outs, an additional charge per Dth may be added equal to the 100% load factor Maritimes & Northeast Pipeline Rate Schedule MN365 maximum recourse rate in effect during the applicable Month.

#### TRADING OF IMBALANCES

Shipper may enter into agreements to trade offsetting month-end Cumulative Operational Imbalances with other Shippers up until two days after the close of the billing period during which the imbalances occurred. Upon Shipper's request, Company will provide Shipper with data on the imbalances of other Shippers that have previously authorized such disclosure. All imbalance exchange transactions must be confirmed to the Company in writing by both parties on or before the third day after the close of the billing period. Any Shipper trading an imbalance may trade to, but not beyond, a zero balance. The Company has the right to reject any proposed trade arrangement. By approving the proposed trade arrangement, the Company assumes no responsibilities for enforcing any of the terms of the arrangement between the parties to any such agreement.

#### BALANCING UPON TERMINATION

Upon termination or cancellation of the Service Agreement the remaining Cumulative Operational Imbalance shall be eliminated in accordance with the provisions of the "Monthly Cash Out of Imbalances" section herein above.

**Exhibit E**

**Service Agreement for Natural Gas  
Between  
State of Maine, Department of Administrative &  
Financial Services  
And  
Summit Natural Gas of Maine, Inc.**

**Service Line Drawings and Additional Terms for Customer's Facilities**

## Division of Purchases' Amendment Authorization Form

**Form Instructions:** This form must accompany amendments being proposed for approval to existing contracts.

<b>Program Administrator:</b>	Bambi Tefft	<b>Office/Division/Program:</b>	DAFS/BGS
<b>Phone:</b>	624-7341	<b>MA Number:</b>	18P-131008*0044
<b>Amendment Amount \$:</b>	\$0.00 No funds obligated	<b>Revised Agreement Amount: \$</b>	\$0.00 No funds obligated
<b>Amendment Date:</b>	5/14/14	<b>Revised Agreement End Date:</b>	No revision
<b>Provider/Vendor's Business Name and Address:</b>	Summit Natural Gas of Maine, Inc. (SNGME) 7810 Shaffer Parkway, Suite 120, Littleton, CO 80127		
<b>VC Number:</b>	VC0000192340		
<b>Type of Service:</b>	Natural Gas Distribution		

**1. Specific Problem or Need for Amendment:**

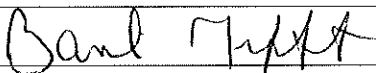
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.

RFQ 17A – 140428\*00809 for natural gas distribution to the DOT Fleet Building located at 66 Industrial Drive in Augusta was released in 4/28/14 and closed on 5/5/14. Maine Natural Gas submitted a no bid, and SNGME submitted a price of \$2.65/mmBtu (see attached bid tabulation). The facility was awarded to SNGME, and this amendment is to add the facility to their master agreement. No extension of end date is required as the service start date will be approximately 7/1/14.

**2. Adjustment in Agreement Amount:**

If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".

None – this is a master agreement with funding obligated by delivery order.

<b>Approved by</b>	
<b>Date:</b>	6-10-14



STATE OF MAINE  
 Department of Administrative and Financial Services  
FIRST AMENDMENT TO SERVICE AGREEMENT FOR NATURAL GAS

THIS FIRST AMENDMENT ("First Amendment"), entered into and effective as of this 15<sup>th</sup> day of May, 2014, hereby amends the Service Agreement for Natural Gas by and between the State of Maine, Department of Administrative and Financial Services ("Customer") and Summit Natural Gas of Maine, Inc. ("SNGME"). Customer and SNGME are collectively referred to herein as the "Parties".

RECITALS

- A. The Parties entered into a Service Agreement for Natural Gas (the "Agreement").
- B. The Agreement, as originally executed, is hereby amended and restated herein, subject only to the amendments set forth herein.

In consideration of the conditions, covenants, and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

AMENDMENT

- 1. Exhibit B "Customer Facilities to be Converted and Associated Special Transportation Prices" of the Agreement is hereby modified, pursuant to the award of RFQ 17A-1404280000000000809 for Natural Gas Distribution (Attachment 1), to include the State of Maine, Department of Transportation (MDOT) facility as detailed below:

Site	Address	City	Potential Heating Need (MMBtu)	Volumetric Rate (10 Yr Price)	Fixed Monthly Charge (10 Yr Price)
Fleet Building	66 Industrial Drive	Augusta	5,000	\$2.65	None

- 2. Paragraph 2, Effective Date and Term, B "Term" of the Agreement is hereby amended as follows: The day by which Customer is capable of using Services (Priority Delivery Date) is estimated as July 1, 2014, and the term of service shall be as defined in Exhibit A.
- 3. Exhibit C "Initial Service Type Designations" of the Agreement shall be amended to add the facility to the Initial Service Type Designations table as detailed below. This initial service type designation does not release the vendor from the requirement to provide telemetric metering to MDOT at no additional cost.

Site	Address	City	Initial Service Designation
Fleet Building	66 Industrial Drive	Augusta	Full Service

- 4. Paragraph 13 "Billing" of the Agreement shall be amended as follows:

Invoices for MDOT Fleet Building are to be sent to:

MaineDOT, Fleet Services  
 Attn: Jessica Glidden  
 26 State House Station  
 Augusta, ME 04333-0026

5. The proposal submitted by SNGME to the aforementioned RFQ is hereby incorporated as Attachment 2, with the exclusion of the Maine Public Utilities Commission Orders which are incorporated by reference.
6. Terms not defined herein are defined in the Agreement.
7. ~~This First Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.~~
8. This First Amendment may be executed in counterparts, and may be delivered by facsimile or electronic mail, which shall be deemed originals taken together to constitute one and the same instrument.
9. Except as amended herein, the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Customer and SNGME, by their duly authorized representatives, have executed this amendment in two originals as of the day and year first above written.

**Customer:**

Administrative and Financial Services, Bureau of General Services

By: Edward A Dahl  
Edward Dahl, Director, Bureau of General Services

**SNGME:**

Summit Natural Gas of Maine, Inc.

By: Mike Minkos  
Mike Minkos, President

Mark W. Fuller

JUN 11 2014

Approved, State Purchases Review Committee: \_\_\_\_\_ Date: \_\_\_\_\_

UNENCUMBERED  
JUN 11 2014  
NO FUNDS RESERVED  
FOR THIS CONTRACT

**Attachment 1: RFQ 17A-1404280000000000809**

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

**Request for Quotes # 1404280000000000809**

**Natural Gas Distribution**

**Background**

The Department of Transportation (“Department”) is seeking bids to provide natural gas distribution to one specific State facility as defined in this Request for Quotes (RFQ) published through the State of Maine’s AdvantageME Vendor Self Service (VSS). Bidders can find instructions on registering in VSS at <http://www.maine.gov/purchases/venbid/newven.shtml> and should contact the buyer listed on this RFQ for any assistance needed in submitting their bid. This document provides instructions for submitting bids, the procedure and criteria by which the Provider will be selected, and the contractual terms which will govern the relationship between the Department and the awarded Bidder.

**Eligibility to Submit Bid**

Please note, bids can only be accepted from organizations that have been authorized by the State of Maine Public Utilities Commission (PUC) to distribute natural gas within the State of Maine. A Bidder will be considered qualified if it includes within its bid a copy of its Commission Order from the PUC, demonstrating that the Bidder is approved to distribute natural gas within the State of Maine and at the Department facility location.

**Contract Term**

The Department is seeking the lowest cost bid, as defined in this Request for Quotes (RFQ), for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual facility contract start and end dates will be established in a completed and approved amendment to the successful Bidder’s master agreement with the State of Maine. A participating addendum to the master agreement will be utilized to address additional provisions required as a result of servicing this specific facility.

The term of the anticipated facility contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Period of Performance	May 15, 2014	June 30, 2024

**Number of Awards**

The Department anticipates making one award as a result of this RFQ process.



### Facility Location and Potential Heating Need

Site	Address	City	Potential Heating Need (MMBtu)
Fleet Building	66 Industrial Drive	Augusta	5,000

### Specifications

The specifications defined in this RFQ are for natural gas pipeline distribution at the Department's Fleet Building located at 66 Industrial Drive in Augusta, Maine (Reference Appendix A). The table above sets forth the location and potential heating need of the aforementioned facility. This potential heating need is based on the State's best estimate of annual fuel usage and is no guarantee of actual annual consumption.

The State will be responsible for all components and work downstream of the natural gas utility meter at this facility. The State will purchase natural gas supply through a separate procurement activity, though will require full service until October 1, 2014. The State will purchase natural gas supply at the market rate from the distribution Provider until the aforementioned date. The Provider must supply the facility with fully operational natural gas components (up to and including metering equipment and regulators, location provided in Appendix A), by June 6, 2014, to accommodate paving and site access schedules. Paving will commence July 2, 2014. The Provider must coordinate installation with the earthwork and building contractors on site, and any disturbance to base material must be replaced with like material.

In the event the Provider causes a delay in site development schedules, damages may be assessed in the amount of \$1,000 per day or as otherwise provided in the Provider's amended contract and participating addendum. In the event the Provider does not supply the functional components when the facility is prepared to burn natural gas for burner testing, hot water, or other utility needs, the Provider will be liable for the State's cost differential of propane usage until such time as the State accepts the work provided to the facility. These costs may include switching costs to propane burner components and propane usage.

### Bid Contents

Bidders should attach the following documents to their response in AdvantageME VSS:

1. Bidder's Public Utilities Commission Order authorizing distribution and supply services at the facility location.
2. Appendix B completely filled out including the Bidder's proposed cost per MMBtu, fixed for the entire period of the facility contract.

### Bid Evaluation

1. The lowest fixed unit cost bid from an eligible bidder will be awarded the facility contract.

Appendix A  
Location and Potential Heating Need of State of Maine Facility  
66 Industrial Drive, Augusta, Maine 04333



**APPENDIX B  
STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
Bid Form  
RFQ # 1404280000000000809  
Natural Gas Distribution**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Site	Address	City	Potential Heating Need (MMBtu)	Distribution Unit Cost (MMBtu)*
Fleet Building	66 Industrial Drive	Augusta	5,000	\$#.#
<b>*Distribution Unit Cost is fixed for the ten year term of the facility contract. Enter bid pricing in the yellow highlighted cell.</b>				

- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in this bid is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

Attachment 2: Summit Natural Gas of Maine, Inc. Proposal

**APPENDIX B  
STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
Bid Form  
RFQ # 1404280000000000809  
Natural Gas Distribution**

Bidder's Organization Name: Summit Natural Gas of Maine, Inc.		
Chief Executive - Name/Title: Mike Minkos, President		
Tel: 207-621-8000	Fax: 207-621-8009	E-mail: mminkos@summitnaturalgas.com
Headquarters Street Address: 442 Civic Center Drive, Suite 100		
Headquarters City/State/Zip: Augusta, Maine 04330		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Mike Duguay, Director of Business Development		
Tel: 207-447-0657	Fax: 207-621-8009	E-mail: mduguay@summitnaturalgas.com
Street Address: 442 Civic Center Drive, Suite 100		
City/State/Zip: Augusta, Maine 04330		

Site	Address	City	Potential Heating Need (MMBtu)	Distribution Unit Cost (MMBtu)*
Fleet Building	66 Industrial Drive	Augusta	5,000	\$2.65
*Distribution Unit Cost is fixed for the ten year term of the facility contract. Enter bid pricing in the yellow highlighted cell.				

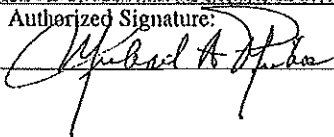
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

**Debarment, Performance, and Non-Collusion Certification**

By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

To the best of my knowledge all information provided in this bid is complete and accurate at the time of submission.

Name: Mike Minkos	Title: President
Authorized Signature: 	Date: May 5, 2014

**Attachment 1: RFQ 15A - 1405050000000000827**

**DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT  
Directorate of Facilities Engineering**

**Request for Quotes # 15A - 1405050000000000827**

**Natural Gas Distribution**

**Background**

The Department of Defense, Veterans and Emergency Management ("Department") is seeking bids to provide natural gas distribution to one specific State facility as defined in this Request for Quotes (RFQ) published through the State of Maine's AdvantageME Vendor Self Service (VSS). Bidders can find instructions on registering in VSS at <http://www.maine.gov/purchases/venbid/newven.shtml> and should contact the buyer listed on this RFQ for any assistance needed in submitting their bid. This document provides instructions for submitting bids, the procedure and criteria by which the Provider will be selected, and the contractual terms which will govern the relationship between the Department and the awarded Bidder.

**Eligibility to Submit Bids**

Please note, bids can only be accepted from organizations that have been authorized by the State of Maine Public Utilities Commission (PUC) to distribute natural gas within the State of Maine. A Bidder will be considered qualified if it includes within its bid a copy of its Commission Order from the PUC, demonstrating that the Bidder is approved to distribute natural gas within the State of Maine and at the Department facility location.

**Contract Term**

The Department is seeking the lowest cost bid, as defined in this Request for Quotes (RFQ), for the anticipated contract period defined in the table below.

Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual facility contract start and end dates will be established in a completed and approved amendment to the successful Bidder's master agreement with the State of Maine. A participating addendum to the master agreement will be utilized to address additional provisions required as a result of servicing this specific facility.

The term of the anticipated facility contract, resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Period of Performance	May 1, 2016	April 30, 2026
Installation of Stub	June 15, 2014	Before July 1, 2014

**Number of Awards**

The Department anticipates making one award as a result of this RFQ process.

IN WITNESS WHEREOF, the Customer and SNGME, by their duly authorized representatives, have executed this amendment in two originals as of the day and year first above written.

**Customer:**

Administrative and Financial Services, Bureau of General Services

By: Edward A. Dahl  
Edward Dahl, Director, Bureau of General Services

**SNGME:**

Summit Natural Gas of Maine, Inc.

By: Michael Minkas  
Its: President

Mark W. Fuller

Approved, State Purchases Review Committee: \_\_\_\_\_

Date: JUL 21 2014

UNENCUMBERED  
JUL 21 2014  
NO FUNDS RESERVED  
FOR THIS CONTRACT



**Facility Location and Potential Heating Need**

<b>Site</b>	<b>Address</b>	<b>City</b>	<b>Potential Annual Heating Need (MMBTU/yr)</b>	<b>Peak Heating Need (MMBTU/hr)</b>
Joint Forces Headquarters	Civic Center Drive	Augusta	1,500	5.571

**Specifications**

The specifications defined in this RFQ are for natural gas pipeline distribution at the Department's Joint Forces Headquarters (JFHQ) located at Civic Center Drive in Augusta, Maine (Reference Appendix A). The table above sets forth the location and potential heating need of the aforementioned facility. This potential heating need is based on the State's best estimate of annual fuel usage and is no guarantee of actual annual consumption.

This RFQ does not require responses to the specifications laid out below, but the information is included to inform potential bidders of what will be required to provide distribution service to the JFHQ. The installation work will be completed in two phases as defined below and includes sizing and design of the new natural gas pipeline components and metering to service the new facility based on the estimated peak hourly usage, the estimated annual usage, and the design working pressure of 2psig in the facility. Please see Attachments 1, 2, and 3 for additional site details.

Phase 1: Complete installation; including but not limited to: pavement removal, vegetation clearing, erosion control, excavation, tap to existing, furnish and installation of pipe, pipe cap, all associated testing, pipe stub end marking, trench backfill & compaction, pavement repairs, site restoration & cleanup and all other activities associated with the complete installation of the natural gas pipeline stub, approximately 100'. All work to be completed by July 1, 2014. The stub must be installed prior to the State of Maine Department of Transportation (DOT) overlay project slated to start in the summer of 2014. A specific date has been identified by MaineDOT as July 1<sup>st</sup>, 2014.

Phase 2: Furnish and install new pipeline and all associated components and testing for the complete gas line installation from end of new stub to the new facility (contractor/customer connect point as shown on WBRC plan M-501, detail G18). All excavation and backfill for this portion of the pipeline installation will be provided by the State's General Contractor (GC) for the construction of the new JFHQ facility. Installation for this portion of the pipeline will be coordinated with the GC.

The general contractor will be responsible for all components and work downstream of the natural gas utility meter at this facility. The State may purchase natural gas supply through a separate procurement activity, though both the State and the general contractor will require full service until October 1, 2017. The State and the general contractor will purchase natural gas supply from the distribution Provider until the aforementioned date. The Provider must supply the facility with fully operational natural gas components (up to and including **telemetric** metering equipment and regulators, location provided in Appendix A), by May 1st, 2016, to accommodate site schedules (exact timing to be determined by the general contractor).

## Attachment 1

In the event the Provider causes a delay in site development schedules, damages may be assessed in the amount of \$1,000 per day or as otherwise provided in the Provider's amended contract and participating addendum. In the event the Provider does not supply the functional components when requested when the facility is prepared to burn natural gas for burner testing, hot water, or other utility needs, the Provider will be liable for the State's cost differential of propane usage until such time as the State accepts the work provided to the facility. These costs may include switching costs to propane burner components and propane usage.

### **Bid Contents**

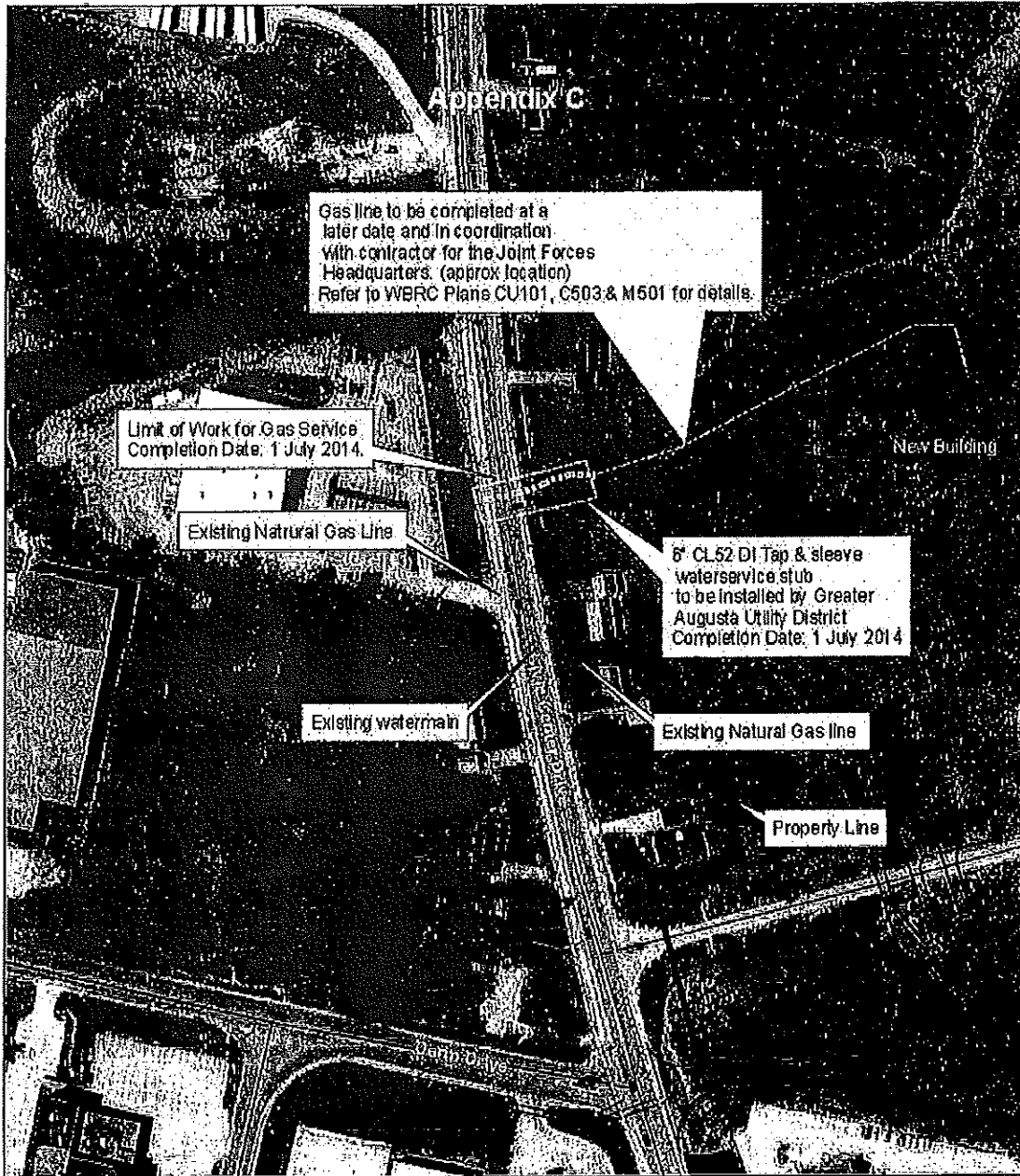
Bidders should attach the following documents to their response in AdvantageME VSS:

10. Bidder's Public Utilities Commission Order authorizing distribution and supply services at the facility location.
11. Appendix B completely filled out including the Bidder's proposed cost per MMBtu, fixed for the entire period of the facility contract period.

### **Bid Evaluation**

1. The lowest fixed unit cost bid from an eligible bidder will be awarded the facility contract.

Appendix A  
Location and Potential Heating Need of State of Maine Facility  
Civic Center Drive, Augusta, Maine 04333



NTS



Maine Army National Guard  
DFE-Planning By: John Blais  
Map Projection: UTM WGS84



Date: April 14, 2014

- Legend
- e911da
  - 8d579c
  - 8a5c79da\_000
  - approx\_boundary
  - ortho\_11435249130mef9\_sld
- RGB
- Red: 8a5c79da\_1
  - Green: 8a5c79da\_2
  - Blue: 8a5c79da\_3

**APPENDIX B**  
**STATE OF MAINE**  
**DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT**  
**Directorate of Facilities Engineering**

**Bid Form**  
**RFQ # 15A – 1405050000000000827**  
**Natural Gas Distribution**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Site	Address	City	Potential Annual Heating Need (MMBtu)	Distribution Unit Cost (MMBtu)*
Joint Forces Headquarters	Civic Center Drive	Augusta	1,500	\$#.#
<p><b>*Distribution Unit Cost is fixed for the ten year term of the facility contract.</b>  <b>Enter bid pricing in the yellow highlighted cell.</b></p>				

- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

Attachment 2: Summit Natural Gas of Maine, Inc. Proposal

**APPENDIX B  
STATE OF MAINE  
DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT  
Directorate of Facilities Engineering**

**Bid Form  
RFQ # 15A - 140527000000000874  
Natural Gas Distribution**

<b>Bidder's Organization Name: Summit Natural Gas of Maine, Inc.</b>		
<b>Chief Executive - Name/Title: Michael M. Minkos</b>		
<b>Tel: 207-621-8000</b>	<b>Fax: 207-621-8009</b>	<b>E-mail: mminkos@summitnaturalgas.com</b>
<b>Headquarters Street Address: 442 Civic Center Drive, Suite 100</b>		
<b>Headquarters City/State/Zip: Augusta, Maine 04330</b>		
<i>(provide information requested below if different from above)</i>		
<b>Lead Point of Contact for Proposal - Name/Title: Mike Duguay, Director of Business Development</b>		
<b>Tel: 207-621-8000</b>	<b>Fax: 207-621-8009</b>	<b>E-mail: mduguay@summitnaturalgas.com</b>
<b>Street Address: 442 Civic Center Drive, Suite 100</b>		
<b>City/State/Zip: Augusta, Maine 04330</b>		

Site	Address	City	Potential Annual Heating Need (MMBtu)	Distribution Unit Cost (MMBtu)*
Joint Forces Headquarters	Civic Center Drive	Augusta	1,500	\$2.65

\*Distribution Unit Cost is fixed for the ten year term of the facility contract.  
Enter bid pricing in the yellow highlighted cell.

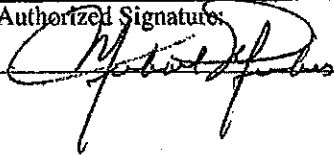
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
  - b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
    - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
  - c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Michael M. Minkos	Title: President
Authorized Signature: 	Date: May 29, 2014





STATE OF MAINE  
 Department of Administrative and Financial Services  
SECOND AMENDMENT AND RESTATEMENT  
TO SERVICE AGREEMENT FOR NATURAL GAS

THIS SECOND AMENDMENT AND RESTATEMENT ("Second Amendment"), entered into and effective as of this 11<sup>th</sup> day of June, 2014, hereby amends and restates the Service Agreement for Natural Gas by and between the State of Maine, Department of Administrative and Financial Services ("Customer") and Summit Natural Gas of Maine, Inc. ("SNGME"). Customer and SNGME are individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

RECITALS

- A. The Parties entered into a Service Agreement for Natural Gas (the "Agreement").
- B. The Parties entered into a First Amendment to Service Agreement for Natural Gas effective May 15, 2014 (the First Amendment").
- C. The Parties desire to enter into a Second Amendment for the purposes of adding an additional Customer Facility.

In consideration of the conditions, covenants, and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

AMENDMENT

- 1. Exhibit B "Customer Facilities to be Converted and Associated Special Transportation Prices" of the Agreement is hereby modified, pursuant to the award of RFQ 15A-1405050000000000827 for Natural Gas Distribution (Attachment 1), to include the State of Maine, Department of Defense, Veterans and Emergency Management (DVEM) facility as detailed below:

Site	Address	City	Potential Heating Need (MMBtu)	Volumetric Rate (10 Yr Price)	Fixed Monthly Charge (10 Yr Price)
Joint Forces Headquarters	Civic Center Drive	Augusta	1,500	\$2.65	None

- 2. Paragraph 2(A) Effective Date of the entire Agreement shall be as stated in the original Agreement. Paragraph 2(B) (Term) for the above facility shall be the Term of Service as defined in Exhibit A (D) (Term) of the original Agreement. The day by which Customer is capable of using Services (Priority Delivery Date) is estimated as October 1, 2015, and Phase 1 of the specifications listed in Attachment 1 shall be completed by April 15, 2015.
- 3. Exhibit C "Initial Service Type Designations" of the Agreement shall be amended to add the facility to the Initial Service Type Designations table as detailed below. This initial service type designation does not release the vendor from the requirement to provide telemetric metering to DVEM at no additional cost.

Site	Address	City	Initial Service Designation
Joint Forces Headquarters	Civic Center Drive	Augusta	Full Service

4. Paragraph 13 "Billing" of the Agreement shall be amended as follows:

Invoices for DVEM are to be sent to:

Fran Lapointe, Business Manager  
194 Winthrop Street  
Camp Keyes, DFE Building 8,  
Augusta, Maine 04333

5. The proposal submitted by SNGME to the aforementioned RFQ is hereby incorporated as Attachment 2, with the exclusion of the Maine Public Utilities Commission Orders which are incorporated by reference.
6. Terms not defined herein are defined in the Agreement.
7. This Second Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
8. This Second Amendment may be executed in counterparts, and may be delivered by facsimile or electronic mail, which shall be deemed originals taken together to constitute one and the same instrument.
9. The Agreement, as originally executed, and First Amendment are hereby amended and restated herein, subject only to the amendments set forth herein. Except as amended herein, the Parties restate and incorporate herein all other provisions of the Agreement and the First Amendment, and agree that all such original amendment provisions shall remain in full force and effect.