

- Attachment #7 -



**TRANSACTION CONFIRMATION ERC13263 - 100% SWING**

This Transaction Confirmation Supersedes and Terminates the previous Transaction Confirmation, ERC12087 for the purpose of adding location number 436997 effective November 1, 2011.  
*(New PIVIK)*

This Transaction Confirmation confirms the terms of the transaction below entered into between EQT Energy, LLC, d/b/a Equitable Energy ("Seller") and Plum Borough School District ("Buyer") pursuant to the terms of Base Agreement Number, ERC6606, for the Purchase and Sale of Natural Gas ("Base Agreement") between Buyer and Seller. All capitalized terms not otherwise defined herein shall have the meaning assigned such terms in the Base Agreement.

Prices reflected below shall remain available to Buyer until 2:00 PM Eastern Standard Time/Eastern Daylight Savings Time (per current observance) on the 11th day of November, 2011.

<b>1. Delivery Period</b>	Start Date: 11/01/2011	End Date: 08/31/2014
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<b>2. Delivery Point</b>	Equitable Gas Company - PA City Gate
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<b>3. Purchase Price</b>	The Purchase Price shall be the applicable settlement price, per Dth, of the New York Mercantile Exchange's ("NYMEX's") natural gas futures contract on the last day of the month in which the contract is publicly traded ("Last Day Settlement Price"), unless such NYMEX price is triggered pursuant to the provisions of Section 6 below, plus a fixed city gate basis charge equal to \$0.55 per dekatherm ("Dth"). For purposes of this Transaction Confirmation, the Last Day Settlement Price shall remain in effect for Buyer's Usage for the immediately succeeding month.
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<b>4. Transaction Renewal</b>	Unless terminated upon at least forty-five (45) days' advance written notice prior to the end of the initial Delivery Period set forth above, or any extension thereof, this Transaction shall renew for successive additional one-month terms at a renewal purchase price equal to the index price reflected in Platts Inside FERC's Gas Market Report, published by The McGraw-Hill Companies, under the heading "Dominion Transmission, Inc. Appalachia" for the applicable delivery month plus \$1.50 per Dth.
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<b>5. Buyer's Requirements (Dth)</b>	
January	7,974
February	7,230
March	5,321
April	1,797
May	498
June	193
July	147
August	190
September	263
October	1,515
November	4,283
December	7,214
Total	36,626

11-15-11 FINANCE Committee Mtg.

**6. NYMEX Price Trigger**

During the Delivery Period set forth in this Transaction Confirmation, Buyer shall have the right to fix the NYMEX natural gas futures price component of the Purchase Price three times, where each trigger is applicable to each remaining annual delivery period within the total transaction delivery period. Buyer may exercise the foregoing annual trigger right for any unexpired annual period where the first month of that unexpired annual period is no more than three (3) months later than the current NYMEX prompt month.

Buyer may submit a NYMEX price trigger request to Seller in accordance with the following fixed-price transaction confirmation procedure. Seller shall regard a NYMEX price trigger request as a market order and, accordingly, shall not assume any liability thereto for execution risk. Buyer must submit this NYMEX price trigger request to Seller prior to 12:00 PM Eastern Standard Time/Eastern Daylight Saving Time (per current observance) on the expiration date of the prompt month NYMEX contract (i.e., the nearest dated contract month currently trading). If the Parties hereto enter into an oral agreement regarding a particular natural gas commodity transaction during the delivery period of this Transaction Confirmation, such oral agreement shall be effectuated and memorialized in a telephone conversation and recorded confirmation, with the offer and acceptance constituting the agreement of the Parties. The Parties shall be legally bound from the time they so agree to such transaction terms, and the Parties may each rely thereon. Any such transaction shall be considered to be in "writing" and to have been "executed" by the Parties. Notwithstanding the foregoing, the Parties agree that Seller shall confirm each such fixed-price transaction by sending Buyer an amended Transaction Confirmation by facsimile, EDI or via a mutually agreeable electronic means within forty-eight (48) hours of such transaction, exclusive of weekends and holidays. The Parties hereto acknowledge and agree that the failure by a Party to send such a Transaction Confirmation shall not invalidate the oral acceptance of the Parties. In the event of a conflict between the Transaction Confirmation and the oral agreement of the Parties that may be evidenced by a recorded conversation, the oral agreement shall govern. The Parties hereto acknowledge and agree that each Party may electronically record all telephone conversations with respect to this Agreement between their respective employees, without any special or further notice to the other Party. Each Party shall obtain any necessary consent of its agents and employees to such recording. The Parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Agreement. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

7. Buyer Service Location(s)	Account No(s)	Customer No(s)	Location No(s)	Meter No(s)
313 Holiday Park Dr Pittsburgh, PA 15239	001206846000018	1206846	228067	1829681
900 Elicker Rd Pittsburgh, PA 15239	002479624000018	2479624	250239	1785571
440 Presque Isle Dr Pittsburgh, PA 15239	003250040000018	3250040	324137	1756702
100 School Rd Pittsburgh, PA 15239	003731460000034	3731460	318692	1592541
3411 Leechburg Rd Pittsburgh, PA 15239	003731460000026	3731460	310225	1778559
4795 Havana Dr Pittsburgh, PA 15239	003731460000018	3731460	181433	1747280
200 School Rd Pittsburgh, PA 15239 <i>(New meter)</i>	003731460000042	3731460	436997	TBD

To the extent the foregoing meter numbers change during this Transaction Confirmation Delivery Period, Buyer and Seller acknowledge that the replacement meter numbers shall supersede the previous meter numbers. Additionally, to the extent the foregoing meters are retired during this Transaction Confirmation Delivery Period, Buyer and Seller acknowledge that the provisions of Paragraph 9 (ii) of the Base Agreement shall apply. Further, Buyer may not add new meters at the locations set forth above during this Transaction Confirmation Delivery Period without Seller's written consent. Lastly, this Transaction Confirmation shall be amended to reflect any meter retirements or additions.

**BUYER: Plum Borough School District**

**SELLER: EQT Energy, LLC, d/b/a Equitable Energy**

Signature: X  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: William E. Glunt  
Title: Director, Retail Marketing  
Date: \_\_\_\_\_

## AGENCY AGREEMENT

The parties agree that **EQT Energy, LLC, d/b/a Equitable Energy** ("Seller") or its designee may act as an agent for **Plum Borough School District** ("Buyer") for the purpose of arranging on behalf of Buyer, with their party transporters for the transportation from the Sales Point(s) to the Delivery Point(s) of the gas acquired by Buyer pursuant to the terms of this Agreement. Such arrangement shall be deemed to include the administration of such transportation arrangements and for the payment of charges therefore.

Executed this 11th day of November, 2011.

**WITNESS:**

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**SELLER:**

By: \_\_\_\_\_

Name: William E. Glunt

Title: Director, Retail Marketing

**EQT Energy, LLC, d/b/a Equitable Energy**

**BUYER:**

By: X

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Plum Borough School District**

Pool Enrollment Effective Date: 11/01/2011			
Account Number(s)	Customer Number(s)	Location Number(s)	Meter Number(s)
001206846000018	1206846	226067	1829681
002479624000018	2479624	250239	1785571
003250040000018	3250040	324137	1756702
003731460000034	3731460	318692	1592541
003731460000026	3731460	310225	1778559
003731460000018	3731460	181433	1747280
003731460000042	3731460	436997	TBD

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