



Attachment 2
EQT Agreements

FW: Plum Borough School District | Natural Gas Agreement Renewal | \$5,500 Savings

Chris Clark <cclark@ericryan.com>

Fri, Mar 15, 2013 at 10:26 AM

To: "Marraccini, Eugene" <marraccinie@pbsd.k12.pa.us>

Hi Gene, here you go

Christopher Clark

Procurement Manager

Eric Ryan Corporation

One of Pittsburgh Business Times' 100 fastest growing businesses

Phone: 724-758-2935

Email: cclark@ericryan.com



Please consider the environment before printing this e-mail.

From: Chris Clark

Sent: Thursday, February 28, 2013 9:06 AM

To: 'Marraccini, Eugene'

Subject: RE: Plum Borough School District | Natural Gas Agreement Renewal | \$5,500 Savings

Dear Gene

Please find attached the necessary agreements to enroll Regency Park and Center Elementary with EQT Energy for natural gas supply services.

As discussed and also attached is an amendment to your existing agreement with EQT Energy for the remainder of Plum's buildings where EQT Energy will immediately decrease the current price as a "thank



TRANSACTION CONFIRMATION ERC16302 - 100% SWING

This Transaction Confirmation confirms the terms of the transaction below entered into between **EQT Energy, LLC, d/b/a Equitable Energy** ("Seller") and **Pfum Borough School District Authority** ("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 4:00 PM Eastern Standard Time/Eastern Daylight Savings Time (per current observance) on the 27th day of March, 2013.

1. Delivery Period	Start Date: 06/01/2013	End Date: 05/31/2016
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2. Delivery Point	Peoples Natural Gas City Gate
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3. Purchase Price	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 \$0.22 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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4. Transaction Renewal	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 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"), plus a fixed city gate basis charge equal to \$1.50 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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5. Buyer's Requirements (Dth)	
January	1,110
February	730
March	410
April	180
May	160
June	150
July	150
August	260
September	590
October	1,000
November	1,200
December	1,410
Total	7,350

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)
201 Center New Texas Road Pittsburgh, PA 15239-1815	2000 0373 2852	N/A	N/A	8770189
606 Millers Lane Pittsburgh, PA 15239-1341	2000 0373 2969	N/A	N/A	8873174

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 Authority

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

Signature: _____
 Name: _____
 Title: _____
 Date: _____

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



TRANSACTION CONFIRMATION ERC16304 - 100% SWING

This Transaction Confirmation supersedes and terminates Transaction Confirmation ERC13263 effective 04/01/13.

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 Authority** ("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 4:00 PM Eastern Standard Time/Eastern Daylight Savings Time (per current observance) on the 27th day of March, 2013.

1. Delivery Period	Start Date: 04/01/2013	End Date: 05/31/2016
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2. Delivery Point	Equitable Gas Company - PA City Gate
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3. Purchase Price	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 \$0.50 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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4. Transaction Renewal	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 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"), plus a fixed city gate basis charge equal to \$1.50 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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5. Buyer's Requirements (Dth)	
January	7,130
February	6,510
March	4,950
April	2,360
May	390
June	180
July	90
August	140
September	210
October	1,270
November	3,790
December	5,680
Total	32,700

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)
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
151 School Rd Pittsburgh, PA 15239	003731460000042	3731460	436997	1822013
313 Holiday Park Dr Pittsburgh, PA 15239	001206846000018	1206846	226067	1829681
900 Elicker Rd Pittsburgh, PA 15239	002479624000018	2479624	250239	1830296
440 Presque Isle Dr Pittsburgh, PA 15239	003250040000018	3250040	324137	1756702

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 Authority

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

Signature: _____
Name: _____
Title: _____
Date: _____

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