



Attachment # 2  
Marraccini, Eugene <marraccini@pbsd.k12.pa.us>

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## Plum Boro School District delivery renewal agreement

1 message

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Harris, Averell <aharris@equitablegas.com>

Fri, Jun 7, 2013 at 7:40 AM

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

Cc: "Chris Clark (cclark@ericryan.com)" <cclark@ericryan.com>

Gene,

Hope all is well at Plum Boro SD these days.

Attached is the delivery renewal agreement for the school district, the terms had already been discussed with Chris Clark at the Eric Ryan Corp and are the same on the attached agreement. I did not include the 440 Presque Isle Drive school as I will put that facility on a separate agreement as I did the new Pivik School. We are currently working with the construction folks for the new school.

Please have the attached executed ASAP and I will have processed.

Equitable Gas appreciates your business.

Thanks, AJ

Averell J Harris

Senior Accounts Manager, Marketing & Sales

Equitable Gas Company

225 North Shore Drive

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aharris@equitablegas.com

## Equitable Gas Company Delivery Service Agreement

THIS AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **EQUITABLE GAS COMPANY, LLC**, having its principal offices at 225 North Shore Drive, Pittsburgh, Pennsylvania 15212-5861, (hereinafter called "Company") and **Plum Boro School District**, having its principal offices at ~~200 SCHOOL ROAD~~, <sup>900 Ellicker Road</sup>, PITTSBURGH, PA , 15239-1457 (hereinafter called "Customer"). As used in this Agreement, Company and Customer are also referred to herein individually as a "Party" and collectively as the "Parties".

Customer and Company, intending to be legally bound and in consideration of the promises contained herein, agree as follows:

- 1. Delivery Service.** Customer will furnish natural gas to Company, at the Receipt Point(s), and Company will deliver natural gas to Customer (hereinafter called "Delivery Service"), at the Delivery Point(s) set forth on Exhibit B, attached hereto and incorporated by reference herein. Customer agrees to utilize natural gas delivered under this Agreement as its exclusive source of natural gas during the term of this Agreement and any subsequent extensions or renewals hereof, and that it will not accept delivery services or delivery of natural gas from any other entity. Delivery Service shall be in accordance with the provisions of Company's currently effective Schedule of Rates, Rules and Regulations for Gas Service on file with the Pennsylvania Public Utility Commission (hereinafter called "Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum daily quantity (hereinafter called "MDQ") of natural gas that Company shall be obligated to deliver for Customer, the designation of the Delivery Point(s) at which Company shall deliver or cause gas to be delivered to or for Customer, and the Receipt Point(s) at which Customer shall deliver or cause gas to be delivered to Company, are set forth in Exhibit A, as the same may be amended from time-to-time by written agreement of the parties hereto.
- 2. Nominations.** Customer shall request that Company deliver to Customer, at the Delivery Point(s), specific quantities of natural gas by contacting Company and requesting deliveries up to its MDQ. All nominations shall be made in accordance with Company's nomination procedures as amended from time-to-time. Nominations must be in writing using the designated form of Company or entered on the Company's Electronic Bulletin Board.
- 3. Delivery Rate.** In exchange for the gas Delivery Service described herein, Customer will pay the Company the delivery rates set forth in Exhibit A for each Mcf of gas delivered to the Delivery Point(s) pursuant to this Agreement. In addition to these delivery rates, Customer will pay the Company all other charges arising out of this Agreement not otherwise specified on Exhibit A, including, without limitation, the applicable taxes, balancing charges, monthly service charges, standby charges, surcharges and other charges set forth in Company's currently effective Rate Schedule GDS on file with the Commission, and/or any new or superseding rate schedule, or like schedule as may be renamed from time-to-time (hereinafter called "Rate Schedule GDS"). If Customer replaces all or part of its current natural gas requirements with an alternative fuel or energy source, Customer will be subject to the maximum rates specified in Rate Schedule GDS, and any discounts specified on Exhibit A shall be discontinued.
- 4. Term.** The Initial Term of this Agreement shall be set forth in Exhibit A. Unless terminated upon at least forty-five (45) days' advance written notice by either party prior to the end of the Initial Term, or any extension thereof, (the "Current Term"), this Agreement shall renew for successive additional one-year terms. Cancellation shall be effective as of the last day of the last billing month of the annual term. Company shall have the right, but not the obligation, to extend this Agreement by matching any written bona fide offer received by Customer from a competing entity to provide natural gas delivery service. Customer must provide this competing offer to Company at least sixty (60) days prior to expiration of the Current Term. A competitive offer for service will be considered for purposes of this agreement to be an offer for service with a term of at least one year. Company will advise Customer of its decision to match the terms and conditions of the competing offer at least forty-five (45) days prior to expiration of the Current Term. In the event Company elects to match the competing offer, Customer agrees to extend this Agreement pursuant to those terms and conditions.
- 5. Warranty of Title.** Customer warrants that it will have good title to all natural gas delivered to Company for transportation, that such gas will be free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.
- 6. Gas Quality.** Natural gas delivered for Customer shall conform to the quality standards of Equitable's Engineering Specification 86-1-036, or any subsequent revisions thereof. Company shall have the right to refuse to accept any non-conforming gas, including any gas of a total heating value of less than 1,000 Btu per cubic foot. Should any non-conforming gas enter Company's facilities and cause damage to metering, regulating or other equipment, or interruption of service, Customer shall reimburse Company for the costs to repair such damage and for any related costs which Company may incur to restore service or to repair facilities to its customers, including payments made by Company to customers in settlement of claims arising out of such occurrence.
- 7. Billing and Payment.** A bill for service shall be rendered monthly. If payment of a bill has not been received within fifteen (15) days from date of mailing, a late payment charge of 1.5% of the delinquent balance will be added to the bill each month until the entire bill is paid. If payment of a bill has not been received within thirty (30) days from date of mailing, the Customer shall be in default of the Agreement and the Agreement may be terminated at the Company's option.

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8. **Financial Responsibility.** At Company's option, Customer may be required to complete a Company Commercial Natural Gas Service Application, and/or a Commercial Credit Application in order to obtain or renew Delivery Service. Renewal of this agreement is contingent upon Company approval based on Customer's creditworthiness. If, in Company's reasonable opinion, the financial responsibility of Customer has become impaired, then as a condition to Company's continued performance, Customer may be required to furnish a satisfactory guaranty, letter of credit, security deposit, prepayment or other security. In the event Customer (a) fails to furnish such satisfactory security, (b) fails to cure a default under the terms of this Agreement within two (2) business days of demand, or (c) becomes bankrupt or insolvent however evidenced, then Company shall have the right to suspend or terminate its services hereunder with regard to any and all transactions with Customer. The foregoing right shall be in addition to any other rights or remedies Company may have, including recovery of any monetary losses on transportation and recovery of reasonable attorneys' fees. Company reserves the right to set off any amounts it owes under this Agreement against amounts Customer owes hereunder or otherwise. Customer authorizes Company to recover all costs associated with the collection of debts from Customer including, without limitation, attorneys' fees and collection agency fees.

9. **Force Majeure.** If by reason of Force Majeure, either Party is prevented, wholly or in part, from carrying out its obligations under this Agreement, such Party shall be excused from performance hereunder during the continuance of any inability so caused. "Force Majeure" shall mean any occurrence or condition that is not reasonably within the control of the Party affected. Notwithstanding the foregoing, changed market conditions or other general economic causes are not Force Majeure events. The affected Party shall notify the other Party of a Force Majeure event as soon as reasonably possible.

10. **Subjugation.** This Agreement and the respective obligations of the Parties hereunder are subject to (a) valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and (b) the Company's tariff on file with the Commission, as amended from time-to-time. In the event of any conflict between this Agreement and Company's applicable tariff provisions, the tariff provisions shall govern as to the conflict.

11. **Representations.** Each Party represents and warrants to the other Party that, on the date hereof: (a) it is duly organized, validly existing and in good standing under the laws of the state in which it is domiciled; (b) it possesses all power and authority necessary for it to enter into this Agreement and to perform its obligations hereunder; (c) this Agreement constitutes the legal, valid and binding obligation of such Party enforceable against it in accordance with the respective terms hereof; (d) the execution, delivery and performance hereof will not cause such Party to be in violation of any other agreement or law, regulation, order, court process or decision to which it is a Party or by which it or its properties are bound or affected; (e) it is not relying upon any representations (whether written or oral) of the other Party other than the representations expressly set forth in this Agreement; and (f) it has all regulatory authorizations, certificates and documentation as may be necessary and legally required for it to execute and deliver this Agreement and to perform its obligations hereunder.

12. **Assignment.** Neither party may assign this Agreement without the express written consent of the other Party. Notwithstanding the foregoing, Company may assign this Agreement to an affiliate without Customer's prior written consent.

13. **Miscellaneous.** No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of written amendment by both Parties. Notwithstanding the foregoing, Customer acknowledges and agrees that any and all regulatory orders issued by the Commission affecting this Agreement shall be incorporated herein without written amendment of this Agreement. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may be executed in multiple counterparts (including those transmitted via facsimile), each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire Agreement and supersedes any prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof, Delivery Service Agreement.

**Plum Boro School District**

**EQUITABLE GAS COMPANY, LLC**

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

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

**Exhibit A to  
Equitable Gas Company Delivery Service Agreement # DEL17101**

Customer acknowledges and agrees that Company will provide the Delivery Service as defined in the Agreement and set forth below:

**A. INITIAL TERM**

The Agreement shall commence on 07/01/2013 and continue in full force and effect through 06/30/2016.

**B. DELIVERY RATE**

Unless otherwise noted herein, for each Mcf of gas delivered to the Delivery Point(s) shown on Exhibit B, Customer will pay the Company the delivery rate set forth in Rate Schedule GDS, subject to the provisions of Section 3 of the Agreement.

- For the period 07/01/2013 through 06/30/2014, the Delivery Rate shall be discounted to \$2.02 per Mcf.
- For the period 07/01/2014 through 06/30/2016, the Delivery Rate shall be discounted to \$2.07 per Mcf.

Unless otherwise noted herein, in addition to this delivery rate, Customer will pay the Company all other charges arising out of this Agreement including, without limitation, the applicable taxes, balancing charges, monthly service charges, standby charges, surcharges and other charges set forth in Company's currently effective Rate Schedule GDS on file with the Commission, and/or any new or superseding rate schedule, or like schedule as may be renamed from time-to-time (hereinafter called "Rate Schedule GDS").

- The Balancing Rate shall be discounted to \$0.18 per Mcf.
- The Customer does not elect Firm Standby Service.

**C. CUSTOMER REQUIREMENTS (In Mcf)**

Month	Volume	Month	Volume	Month	Volume	Month	Volume	
January	5,076	April	1,936	July	80	October	959	
February	4,895	May	336	August	123	November	3,566	
March	3,905	June	159	September	181	December	3,812	
							TOTAL	25,029

**D. MAXIMUM DAILY QUANTITY (MDQ)**

Customer's MDQ is 326 Mcf.

**E. POINT (S) OF RECEIPT AND DELIVERY**

The Point(s) of Receipt for all gas to be received from Customer for transportation by Company hereunder shall be at either Tepe Measuring Station, Jefferson Borough, Allegheny County, or at Peterman's Corner Regulating Station, Penn Hills Township, Allegheny County, or at various district regulators along Equitrans, LP H-152 line. All gas shall be delivered to customer at the following delivery point(s) shown on Exhibit B:

**F. ACKNOWLEDGEMENT**

Customer acknowledges that the terms and conditions of the Delivery Service Agreement shall govern.

**Plum Boro School District**

**EQUITABLE GAS COMPANY, LLC**

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

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

**Exhibit B**  
**to Delivery Service Agreement #DEL17101**  
**Delivery Points for**  
**Plum Boro School District**

<b>Customer</b>	<b>Customer No.</b>	<b>Location</b>	<b>Meter No.</b>
Plum Boro School District School District Garage 3411 Leechburg Road Pittsburgh, Pennsylvania 15239-1036	3731460	310225	1848227
Plum Boro School District O'Block Junior High School 313 Holiday Park Drive Pittsburgh, Pennsylvania 15239-2364	1206846	226067	1829681
Plum Boro School District Plum Senior High School 900 Elicker Road Pittsburgh, Pennsylvania 15239-1026	2479624	250239	1830296
Plum Boro School District Holiday Park Elementary School 4795 Havana Drive Pittsburgh, Pennsylvania 15239-2417	3731460	181433	1747280
Plum Boro School District Pivik Elementary School 100 School Road Pittsburgh, Pennsylvania 15239-1455	3731460	318692	1592541

To the extent the foregoing meter number(s) change during the term of the Agreement, Customer and Company agree that this Exhibit B shall not be amended, but that the replacement meter numbers shall supersede the previous meter numbers. Company will retain the original and replacement meter numbers in its customer records.

This Exhibit B shall be amended, however, during the term of the Agreement in the event any of the foregoing meters are retired or any new meters are added at the Locations set forth above.

**Plum Boro School District**

**EQUITABLE GAS COMPANY, LLC**

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

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