

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date:

Contract/Agreement Vendor:

CONSTELLATION NEW ENERGY-GAS DIV

Name of Vendor & Contact Person

BRIAN.DYE@CONSTELLATION.COM

Vendor Email Address

3RD PARTY VENDOR FOR PURCHASE OF NATURAL GAS

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

DISTRICT

Reason/Audience to benefit

6/27/2022

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review: **CATHEY METEVELIS**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: **CATHEY METEVELIS**

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Leadership Team Member: **NATALIE ENEFF**

Funding Source: **BUILDING FUND**

Fund/Project

21.002.2620.627.000.0000.000.050

OCAS Coding

Consent

Action

RENEWAL OF CONTRACT FOR FY23 FOR 3RD PARTY SUPPLIER OF NATURAL GAS. AS A NON-RESIDENTIAL CUSTOMER, BAPS MAYPURCHASE NATURAL GAS AT A CHEAPER RATE (WHOLESALE) THAN WOULD OTHERWISE BE OBTAINED FROM ONG UTILITY. THIS AGREEMENT ALLOWS CONSTELLATION TO PURCHASE NATURAL GAS ON BEHALF OF BAPS IN REAL TIME AT THE LOWEST MARKET RATE. THE DISTRICT'S NATURAL GAS USAGE IS MONITORED TO ASSURE THAT THE CORRECT QUANTITIES ARE PURCHASED. NATURAL GAS IS PURCHASED BASED ON THE INDEX PRICE PUBLISHED IN THE FERC GAS MARKET REPORT. THE INDEX ADDER IS \$0.22.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



Account Manager: Dye, Brian C
 (918) 518-5803
 brian.dye@constellation.com

DEAL NO. TBD

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a gas supply agreement ("Gas Supply Agreement"), effective 7/1/2010, by and between Constellation NewEnergy-Gas Division, LLC ("Constellation") and Broken Arrow Public Schools ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Special Condition: This Transaction Confirmation is not effective and binding upon the parties hereto unless signed by both parties.

Trade Date: TBD

Buyer: Broken Arrow Public Schools

Seller: Constellation NewEnergy - Gas Division, LLC (CNEGAS)

Facility Name: Broken Arrow Independent School PHYS POOL ACCT

Delivery Period: 7/1/2022 - 6/30/2023 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Deal Type: Physical Index

Index Price: To be based on the prices published in "Inside FERC's Gas Market Report" for the reference month applicable to the calculation period, in the section "Monthly Bidweek Spot Gas Prices" for Oneok, Okla..

Contract Month	Year 2022		Year 2023	
	Fixed Amount (MMBtu)	Price	Fixed Amount (MMBtu)	Price
January			13,389.0	\$0.22000
February			11,977.0	\$0.22000
March			5,960.0	\$0.22000
April			2,108.0	\$0.22000
May			805.0	\$0.22000
June			334.0	\$0.22000
July	296.0	\$0.22000		
August	495.0	\$0.22000		
September	740.0	\$0.22000		
October	2,216.0	\$0.22000		
November	4,214.0	\$0.22000		
December	6,149.0	\$0.22000		

US\$ Rounded to five decimal places
 Plus applicable taxes



Constellation

The price referenced herein is inclusive of fuel to the delivery point.

Incremental Pricing: For all additional quantities required by Customer, in excess of the fixed quantities listed herein in combination with any other nominated quantities, or for gas quantities bought back from Customer by Constellation due to Customer's requirements being less than the total nominated volumes each month, the price for such additional purchases or buybacks shall be based on the then current market price, as determined by Constellation in its reasonable discretion.

If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Alternative Pricing Mechanism: The above described index pricing may be amended by a mutually agreed to fixed, NYMEX based, price arrangement at any time during the Delivery Period herein. Upon expiration of such a fixed price arrangement before the end of the Delivery Period, the pricing mechanism shall return to the index pricing of the Delivery Period herein.

NYMEX Trigger Rights: Customer has the right to trigger the NYMEX price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX settlement for each applicable month.

Allocation: Constellation will allocate the Contract Quantity listed herein among the Customer's separate facilities or meters at a later date.

Pipeline: OGT

Delivery Point(s): EXELON POOL

Utility: ONG

LDC Account No(s): 210103755 1098943 021, 210103917 1099105 021, 210104277 1099444 021, 210105785 1100880 021, 210108290 1103096 021, 210112555 1107087 021, 210114426 1108681 021, 210116691 1110709 021, 210119078 1112967 021, 210155997 1147369 021, 211104392 1790449 021, 211104783 1790839 021, 211108107 1793835 021, 211110731 1796335 021, 211111988 1797461 021, 211114397 1799516 021, 211118106 1802971 021, 211118114 1802979 021, 211118533 1803392 021, 211153693 1836337 021, 212808487 1109316 021, 212850278 2520424 021, 212903676 1105896 021, 212903677 1111595 021, 212903678 1802481 021, 213098230 2541424 021, 213111534 2547851 021, 213183238 2546486 021, 213572065 2588175 021, 213579477 2626576 021, 213651307 2613225 021

Special Provision: If this Transaction Confirmation is terminated early for any reason, Constellation shall determine, for each remaining month of the Delivery Period, (i) the value of the Contract Quantity at the Contract Price (the "Contract Value") and (ii) the value of the Contract Quantity based on then-current market pricing (the "Market Value"), such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to Constellation if the opposite is the case. The owing party will be required to make any such termination payment in accordance with the payment terms of the Gas Supply Agreement.

Seller's planned billing method for this facility is to bill Buyer based on: Actual Consumption



Period of Daily Balancing: Should an operational flow order or period of daily balancing occur, Constellation will attempt to adjust Buyer's daily nomination to match expected usage as determined by Constellation. The incremental increased or decreased volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

Change In Law: Constellation may pass through or allocate, as the case may be, to Customer any increase or decrease in Constellation's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, pipeline or utility business practices or protocol, pipeline or utility tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the facility is located. Such adjusted amounts will be included in subsequent invoices to Customer.

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 12 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 days prior to the expiration of the then-current Extension Term. The price for gas delivered during the Extension Term(s) will be based on market prices as determined by Constellation. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

(SIGNATURE BLOCKS FOLLOW ON NEXT PAGE)



Constellation.

Please return via the DocuSign E-Signature process.

Constellation NewEnergy-Gas Division, LLC

Broken Arrow Public Schools

By:

By:

Name: Amanda Stewart

Name:

Title: Vice President- Retail Ops

Title:

Date:

Date:

Customer ID PA-124086

Contract No.

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