OFFICIAL FILE

I.C.C. DOCKET NO. 10-0571

Respondent's Exhibit No. 1

Witness Hotza

Date 5-3-11 Reporter AC

Respondent Ex 1

PES# 42-00000102

integrys energy services

Natural Gas Supply Agreement and Letter of Agency
(Commercial)

Integrys Energy Services, Inc.("Seller") and Customer ("You"), identified below, agree to enter into this Natural Gas Supply Agreement ("Agreement") which includes these terms and conditions and the Price and Term election/enrollment form.

Price and Term: Your Price and Term selection are indicated below (also see Renewal Section below). In addition to the Price selection, You agree to pay the '**Pass Through Charges**' noted in the table below that correspond to your local utility.

Pass Through Charges for Nicor Gas Customers	Pass Through Charges for Peoples Gas Customers	Pass Through Charges for North Shore Gas Customers
Account Charge	Aggregation Charge Aggregation Balancing Gas Charge	Aggregation Charge Aggregation Balancing Gas Charge

Our charges will appear with your utility charges on a single bill. Although your local utility may change the format of your bill in the future, as of the date of this printing, in the supplier section of your bill, You will see your Price selection (under this Agreement) multiplied by the applicable usage as one line item, and the administrative fee and Pass Through Charges as another line item. Utility distribution charges are listed separately and they remain your responsibility. Any applicable taxes (including all federal, state and local taxes), fees, levies or charges imposed by any government authority with respect to gas under this Agreement ("Taxes") will be paid by You. If Seller is required to remit taxes, You shall reimburse Seller even after the termination of this Agreement. If an index related Price applies, Index means the 'avg' price published in NGI's Bidweek Survey, for the applicable month, under 'Midwest', for 'Chicago citygate', as published by Natural Gas Intelligence. Our payment terms are the same as the local utility's payment terms. Late payments incur interest at 1.5% per month plus any credit and collection costs Seller incurs. Seller may terminate this Agreement if You do not meet credit requirements or make payments when due. You authorize Seller or Seller's agent to obtain any financial information related to your credit history and financial status at any time.

Force Majeure: Except for your obligation to pay Seller on time, neither You nor Seller shall be liable to the other for failure to perform an obligation if such failure was caused by any event that was beyond the reasonable control of the non-performing party, could not be remedied by the exercise of due diligence and was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, acts of others such as industrial disturbances, riots, terrorist acts or wars, and governmental actions. Seller is not responsible for any loss associated with local utility's failure to distribute natural gas to Customer.

Renewal and Termination: Prior to the end of the current Term, Seller may send You a new offer ("Pricing Notice"), including a revised Price and Term. If You reject the Pricing Notice as directed in the notice, this Agreement will terminate at the end of the applicable Term. Without your written objection to that offer within 10 days of its receipt, the offer will be deemed accepted, and the Agreement as amended will take effect at the end of the current Term. You do not need to sign the Pricing Notice. Seller will send You a service confirmation letter after the 10 days have expired. If Seller does not submit a Pricing Notice, then **THIS AGREEMENT WILL RENEW AUTOMATICALLY FROM MONTH TO MONTH AND YOUR PRICE WILL BE VARIABLE AT INDEX PLUS $.05 PER THERM (THE PASS THROUGH CHARGES, AND TAXES WILL ALSO APPLY).** This Agreement may be terminated by You or Seller at the end of the current Term by providing written notice to the other party 60 days prior to the end of the current Term.

Termination Fee: If You cause the termination of this Agreement before the end of any Term, You agree to pay an early termination fee equal to $10 for each utility billing cycle/month remaining in the Term.

Inquiries: Contact Seller by calling 1-888-898-4728, at our website www.integrysenergy.com, or by writing to 500 W. Madison, #3300, Chicago, IL 60661, ATTN: Customer Service. For issues concerning this Agreement, Seller will attempt to resolve the matter within 5 business days after receiving the call or letter. If You're not satisfied with the response, or to obtain consumer education materials, You can contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795 or 1-800-858-9277 for TTY/TDD hearing-impaired customers or visit the Illinois Commerce Commission's website at www.icc.illinois.gov.

Regulatory/Legal Contingency: This Agreement is governed by Illinois law. The program is under the ongoing jurisdiction of the ICC. If, in our reasonable judgment, there are changes to governmental laws, rules or regulations or to utility tariffs or procedures that materially and adversely affect our ability to serve You or provide the price, we reserve the right to terminate service under the Agreement and return You to utility service upon verbal notice, confirmed in writing.

Miscellaneous: If your current utility account is terminated, then this Agreement will terminate automatically. However, if You move within a utility service territory, Seller reserves the right to continue this service to the new account under the same Price and Term. This is the entire Agreement, and any changes to the Agreement, except a Pricing Notice, must be in writing and signed by both parties. The Agreement will

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By

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apply to the successors and assigns of either party. You must request and obtain our written consent to assign this Agreement. A waiver by either party of any defaults in the performance of any provisions will not be a waiver of future defaults. **IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES. SELLER'S TOTAL LIABILITY TO YOU WILL NOT EXCEED THE AMOUNT OF YOUR HIGHEST MONTHLY INVOICE.** This Agreement is not binding until Seller indicates acceptance in writing. Seller agrees that there is no third party beneficiary of this Agreement. Seller agrees that the Price in this Agreement will remain confidential. A photocopy or a fax copy of this Agreement will be legally binding once accepted by Seller. **ALL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTIABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Agency: You authorize Seller as your exclusive agent for your account(s) during the term of this Agreement, which includes the authority to obtain your historical and current gas use data from your local utility.

Limited Availability: Seller's acceptance of this Agreement is subject to credit approval and successful enrollment with the utility. Also, the Price selected has limited availability. Seller will notify You by mail to confirm Seller's acceptance.

(Please indicate your Price and Term selection by checking the appropriate box and completing the enrollment form section below)

☐ **ANNUAL FIXED RATE:** Under the Annual Fixed Rate, your Price is **$.89 per therm** for your Term which is from your first meter read after the utility accepts your enrollment through your November 2008 meter read.

☐ **WINTER PROTECTION PLAN:** Under the Winter Protection Plan your Price is fixed at **$.89 per therm** from your first meter read after the utility accepts your enrollment until your March 2009 meter read, then your Price shall be index plus $.05 per therm plus tax for the remainder of your term. Your Term shall be for one year (12 months) after the utility accepts your enrollment.

☐ **TWO YEAR PLAN:** Under the Two Year Plan, your Price is $_____ per therm for your Term, which is from your first meter read after the utility accepts your enrollment through twenty four billing cycles.

☒ **THREE YEAR PLAN:** Under the Three Year Plan, your Price is $ .94 per therm for your Term, which is from your first meter read after the utility accepts your enrollment through thirty six billing cycles.

As noted above, in addition to the Price selection the Pass Through Charges and Taxes shall apply.

By signing below, You are agreeing to the purchase of natural gas supply under the terms and conditions of the Natural Gas Supply Agreement (Letter of Agency). You understand and agree to these terms and agree to participate in the programs established by your local utility.

CA

Customer Name: "NEW WORLD WATCH" Roger Hotza	Utility Account Number: 7-5000-0845-0312
X Signature: R Hotza	Utility Meter Number: P-190-3422
Print Name: Roger Hotza	
Title of Signer: MANAGER	
Customer Phone Number: 773-989-0808	Service Address: 5000 N. KENMORE Ave
	City: Chicago, IL Zip: 60640
Customer Fax Number (optional):	Billing Address (if different from above):

Accepted by: Integrys Energy Services Inc.

Name: Debra McDermott

Title:

10/22/07

Date

RECEIVED NOV 13 2007 By

Natural Gas Supply Agreement-Commercial-09-2007