



Nicor Gas  
Gas Transportation  
Customer Service Center

P.O. Box 190  
Aurora, IL 60507-0190  
630 583-4040

**Rider 13 Contract for Supplier Transportation Service  
Rates 74, 76, 77 and 81**

This Contract, dated 8/14/02 between Nicor Gas ("Company"), and Windy City Energy, Inc. ("Group Manager"), both in its individual capacity and as agent for the customers ("customers") identified in Exhibit A, for the locations specified in Exhibit A,  
Witnesseth That, the parties hereto agree as follows:

1. The Group manager must provide adequate assurances of payment to the Company. Such assurances may include a non-refundable deposit equivalent to two months of service, including gas costs, under this rider, or an irrevocable standby letter of credit drawn on a bank acceptable to the Company. The Company has sole discretion to determine whether any other assurances of payment are adequate.
2. The initial Maximum Daily Contract Quantity (MDCQ) of each account specified in Exhibit A shall be determined under the provisions of the applicable Rates and Riders and Terms and Conditions at the time of the effective date of this Contract, or as specified in Exhibit A.
3. Company agrees to deliver Customer-owner gas for each Customer from the approved receipt point(s) to the Customer service addresses specified in Exhibit A, and each Customer agrees to receive and pay for such gas service and transportation at each location in accordance with the applicable Rates and Riders and Terms and Conditions under which Customer is served, as in effect under the Company's "Schedule of Rates for Gas Service." In the event the conditions of service or charges are changed under authority of the Illinois Commerce Commission, such changes shall apply to this Contract.
4. The Group Manager agrees to pay for gas service and transportation at each location in Exhibit A in accordance with Rider 13 and the applicable Rates, Riders and Terms and Conditions under which each Customer is served, as in effect under the Company's "Schedule of Rates for Gas Service." In the event the conditions of service or charges are changed under the authority of the Illinois Commerce Commission, such changes shall apply to this contract. In the event full payment of each bill is not received from the Group Manager, each Customer agrees to pay the fees originally billed to the Group Manager for such gas service and transportation received at each Customer location in Exhibit A for the applicable billing period.
5. The MDCQ of accounts served under Rates specified in Exhibit A shall be redetermined annually by the Company pursuant to the applicable Rates and Riders and Terms and conditions in the Company's tariffs. The MDCQ for the account of each service address set forth in Exhibit A may be amended at the Company's sole discretion, upon determination by Company that quantities set forth in Exhibit A do not reflect Customer's usage requirements.
6. Volumes delivered under this Contract at each of the service addresses shown in exhibit A will be credited pro rata with volumes transported hereunder for each such address during the term of this Contract. The volumes transported hereunder on each day in a billing period for the account of each service address shown on Exhibit A shall be equal to the product of (a) the ratio of gas usage of Customer at said service address set forth in Exhibit A on that day to the total gas usage of the Customer at all of the service address set forth in Exhibit A on that day, and (b) the aggregate volumes delivered to Company on that day in a billing period at the receipt point(s) set forth in this contract at the direction of Customer or its duly authorized agent as specified in Paragraph 11 herein.
7. The Group Storage Banking Service capacity and Firm Backup Service quantity shall be shown on Exhibit A.
8. This contract shall remain in effect until May 31, 02 and shall continue in effect thereafter, unless terminated by the Company, or by the Customer as provided below. After May 31, 03, Customer shall have the right to terminate this Contract at the end of the next applicable billing period upon 30 days' written notice to the Company, subject to the Company's Rates and Riders and Terms and Conditions. In the event of such termination of this Contract by Customer, Customer will not be permitted to transport Customer-owned gas for a period of one year from the termination date.

EXHIBIT "A"

9. Rider Nos. 5, 6, 8, 11, 12, 13, 14 attached hereto are a part of this contract.

- Applicable Rate
- Terms and Conditions
- Rider 5, Storage Service Cost Recovery
- Rider 6, Gas Supply Cost
- Rider 8, Adjustment for Municipal and State Utility Taxes

- Rider 9, Air Conditioning Gas Service
- Rider 11, Thermal Content of Gas Supplied
- Rider 12, Environmental Cost Recovery
- Rider 13, Supplier Transportation Services
- Rider 14, Controlled Attachment Plan

10. The term "volumes" as used herein refers to standard cubic feet at 14.65 psia and 60 deg. F, each containing 1,000 Btu as determined (a) at receipt point on the basis of pipeline measurement, after being reduced by the unaccounted-for gas percentage as determined and used in the Company's Rider 6, Gas Supply Cost; and (b) each Customer's service address on the basis of system average thermal content per Rider 11.

11. To be completed by authorized agent.

Windy City Energy, Inc. represents and warrants to the Company that (it) (he) (she) has been duly authorized to execute this Contract on behalf of each customer for each service location and that each Customer will be legally bound thereby, and further covenants that Windy City Energy, Inc. will indemnify and save Company harmless from and against any and all suits, actions, causes of action, claims, demands or lost revenues arising from or out of any breach of said representation and warranty. Windy City Energy, Inc. agrees to provide Company with evidence of (its) (his) (her) authority to execute this Contract on behalf of each Customer upon demand by Company, and Company may terminate service hereunder if such evidence is inadequate in the Company's sole discretion.

12. Notice of Group Bill Summary and Customer's bills, if applicable, shall be mailed by the Company, as specified on Exhibit A.

Authorized Agent (check box if applicable)

Notices of Bill Summary  All Bills and Summary

Customer Name (if not agent) Windy City Energy, Inc.

Name of Agent

Mailing Address 7ND18 Whispering Trail  
St. Charles, IL 60175

Mailing Address

Telephone ( ) 630-584-5817

Telephone ( )

This Contract shall not become effective until accepted by the Company as provided for below. Service under this Contract shall commence on the common meter reading date established by the Company for the account of each service address set forth in Exhibit A subsequent to the date this Contract is accepted and after facilities have been installed.

For Nicor Gas

For the Group Manager and For Each Customer

Date received from customer

Group Manager/Authorized Agent

Windy City Energy, Inc.

Accepted by

[Signature]

Accepted by (please print)

Richard Schutze

Official capacity

Branch Manager

Signature

[Signature]

Date accepted

8/16/02

Official capacity

President

Telephone ( )

630-584-5817

Date accepted

8/14/02

AUG 15 2002

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Filed with the Illinois Commerce Commission on March 31, 2009  
Issued pursuant to order of the Illinois Commerce Commission  
entered March 25, 2009 in Docket No. 08-0363  
Items in which there are changes are preceded by an asterisk (\*)

Effective April 3, 2009  
Issued by – Gerald P. O'Connor  
Senior Vice President  
Post Office Box 190  
Aurora, Illinois 60507

EXHIBIT "B"

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**Terms and Conditions**

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(Continued From Sheet No. 46)

**Unaccounted-For Gas Adjustment.**

All Customer-owned gas delivered to the Company shall be reduced by the unaccounted-for gas percentage determined annually for the most recent 12 months ended June 30 to be effective the following September 1.

**\* Maximum Daily Contract Quantity Determination.**

The initial Maximum Daily Contract Quantity of a Customer without 12 months daily metering history, or for whom daily metering information is not available, shall be determined from the Customer's maximum billing period usage from the previous calendar year's billing history, adjusted to a 30-day basis, according to the following formula:

$$\frac{\text{Peak Billing Period Therms} \times 30}{\text{Billing Period Days} \times 21}$$

The initial Maximum Daily Contract Quantity of Customers with at least 12 months of daily metering history will be determined by the greater of:

- a. the highest daily usage from the previous 12 months as recorded by the metering device; or
- b. The results of a regression analysis on the usage of the most recent calendar year for January, February, and December as recorded by the metering device and applied to a 79-degree day.

Thereafter, annually, the Company shall predetermine the Maximum Daily Contract Quantity of Customers based on the previous calendar year. Customers shall be informed of the applicable Maximum Daily Contract Quantity by April 1 of each year. If the predetermined Maximum Daily Contract Quantity is within five percent of the previous year's Maximum Daily Contract Quantity, no change will be made. The Maximum Daily Contract Quantity so determined shall be effective for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1. The Company may accept a change to a Customer's MDCQ provided it can be substantiated. The Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

To determine a Maximum Daily Contract Quantity for a Group served under Rider 16, Supplier Aggregation Service, base use heat use factors will be applied to a 79 degree day in January.

**Critical Day Definition.**

A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

(Continued on Sheet No. 48)

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**Terms and Conditions**

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(Continued From Sheet No. 43)

LIMITATIONS OF SERVICE:

**Resale Prohibited.**

The Company will not furnish gas for resale, except for gas used for conversion to compressed natural gas (CNG). The term resale shall mean the furnishing of gas by a Customer to a third party where the gas so furnished is separately charged for or metered.

\* **Redistribution of Gas.**

The Customer may furnish gas for the use of third parties in a single building only, or a separate section of a building, which is unified physically and in operation, under circumstances which do not constitute resale.

**High Pressure Gas Service.**

Gas is normally supplied by the Company from a main or service regulator normally operating at low pressure equivalent to six inches of water pressure. Two pounds per square inch gauge pressure (2 psig), is available up to 1,000 cfh, if required, and where adequate pressure is available at the service regulator. In the Mississippi River District, gas is normally supplied at four inches of mercury gauge pressure.

The Company will provide gas at high pressure, where adequate high pressure is available, to non-residential Customers whose load exceeds 10 therms per hour or whose installed equipment requires such higher pressure, upon agreement by the Company and the Customer. Such higher delivery pressure shall be supplied within the range of accuracy provided by a specified service regulator.

For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of six inches of water pressure shall be corrected to a basis of four ounces (0.25 pounds) per square inch above an assumed atmospheric pressure of 14.4 pounds per square inch, or 14.65 pounds per square inch absolute pressure; the Company reserves the right to correct gas deliveries to a temperature standard of 60 degrees Fahrenheit and to apply deviation factors for supercompressibility.

**Continuous Service.**

The Company will endeavor to furnish a regular supply of gas to the Customer, unless otherwise specified in the rate. The liability of the Company for damages arising out of service interruptions occurring in the course of furnishing service, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the fixed charges that would otherwise be billed to the Customer for the period of service during which such service interruption occurs. No other liability shall in any case attach to the Company.

(Continued On Sheet No. 45)

**From:** Vincent Cook <vinscookie@gmail.com>  
**To:** Gdmlawoff <Gdmlawoff@aol.com>  
**Subject:** Fwd: FW: Nicor Gas Critical Day Update<Urgent>  
**Date:** Fri, Feb 20, 2015 3:47 pm

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----- Forwarded message -----  
**From:** "Rich Schutz" <[rgschutz@comcast.net](mailto:rgschutz@comcast.net)>  
**Date:** Feb 20, 2015 3:18 PM  
**Subject:** FW: Nicor Gas Critical Day Update<Urgent>  
**To:** "Vincent Cook" <[vinscookie@gmail.com](mailto:vinscookie@gmail.com)>  
**Cc:**

-----Original Message-----  
**From:** Gas Nomination System [mailto:[gasexch@aglresources.com](mailto:gasexch@aglresources.com)]  
**Sent:** Monday, February 24, 2014 7:13 AM  
**To:** [rgschutz@comcast.net](mailto:rgschutz@comcast.net)  
**Subject:** Nicor Gas Critical Day Update<Urgent>

Nicor Gas Critical Day Declared  
February 24, 2014

As previously communicated, the Company has determined that a Critical Day will exist for the Gas Day beginning at 9:00 am Saturday, February 22nd until further notice. Nominations will be accepted if received by the Company no later than 8:00 am Central Standard Time of the Critical Day. During the Critical Day, customers are limited to storage withdrawals and Company supplies based on their applicable tariffs and contracted quantities.

The Critical Day is being called as a result of unseasonably cold weather throughout Nicor Gas' service territory and one of Nicor Gas' major pipeline transporters' declaration of a Critical Time.

Customers and shippers should refer to their particular rate and tariff for specific language related to the applicability and charges for Unauthorized Use. Customers should note that the charges for Unauthorized Use may be significant. Additionally, Requested Authorized Use will not be available.

Nicor Hub interruptible withdrawal services will not be available.  
Injections will be accepted.

EXHIBIT "C"

Injections will be accepted.

Pipeline deliveries and storage operations will be monitored closely throughout this period with additional action taken as necessary.

We encourage shippers to closely monitor the Bulletin Board for changes. Nicor Gas will make every effort to afford shippers as much notice as possible.

**JANUARY**  
**MIDWAY AIRPORT (MIDNIGHT TO MIDNIGHT)**  
**HEATING AND COOLING CALENDAR DEGREE DAYS**

Date	Temperature F.			Daily Heating Degree Days (HDD)		
	Max	Min	Mean	Actual HDD Per Day 2014	Variation to 5600 HDD	
					5600 HDD Per Day	Colder (Warmer)
January 1, 2014	24	14	19	46	32	14
January 2, 2014	22	5	14	51	33	18
January 3, 2014	20	(2)	9	56	33	23
January 4, 2014	33	20	27	38	33	5
January 5, 2014	31	(1)	15	50	34	16
January 6, 2014	(1)	(15)	(8)	73	34	39
January 7, 2014	5	(11)	(3)	68	35	33
January 8, 2014	15	(2)	7	58	35	23
January 9, 2014	29	2	16	49	35	14
January 10, 2014	42	29	36	29	36	(7)
January 11, 2014	41	31	36	29	36	(7)
January 12, 2014	44	29	37	28	37	(9)
January 13, 2014	47	28	38	27	37	(10)
January 14, 2014	35	22	29	36	38	(2)
January 15, 2014	22	16	19	46	38	8
January 16, 2014	35	20	28	37	39	(2)
January 17, 2014	21	13	17	48	42	6
January 18, 2014	21	11	16	49	42	7
January 19, 2014	39	11	25	40	41	(1)
January 20, 2014	37	20	29	36	41	(5)
January 21, 2014	20	1	11	54	41	13
January 22, 2014	15	1	8	57	40	17
January 23, 2014	11	(3)	4	61	40	21
January 24, 2014	28	(6)	11	54	40	14
January 25, 2014	33	7	20	45	39	6
January 26, 2014	32	6	19	46	38	8
January 27, 2014	6	(7)	(1)	66	37	29
January 28, 2014	4	(11)	(4)	69	37	32
January 29, 2014	22	1	12	53	37	16
January 30, 2014	33	19	26	39	37	2
January 31, 2014	28	19	24	41	37	4

January 31, 2014	<b>Month To Date Heating Degree Days</b>		
	1,479	1,154	325
January 31, 2014	<b>Year To Date Heating Degree Days</b>		
	1,479	1,154	325
January 31, 2014	<b>Season To Date Heating Degree Days</b>		
	3,952	3,235	717

EXHIBIT "D"

**FEBRUARY**  
**MIDWAY AIRPORT (MIDNIGHT TO MIDNIGHT)**  
**HEATING AND COOLING CALENDAR DEGREE DAYS**

Date	Temperature F.			Daily Heating Degree Days (HDD)		
	Max	Min	Mean	Actual HDD Per Day 2014	5600 HDD Per Day	Variation to 5600 HDD Colder (Warmer)
February 1, 2014	32	23	28	37	37	-
February 2, 2014	23	7	15	50	37	13
February 3, 2014	22	1	12	53	37	16
February 4, 2014	25	10	18	47	36	11
February 5, 2014	25	9	17	48	36	12
February 6, 2014	12	(1)	6	59	36	23
February 7, 2014	11	(3)	4	61	36	25
February 8, 2014	17	6	12	53	36	17
February 9, 2014	20	7	14	51	35	16
February 10, 2014	13	(2)	6	59	35	24
February 11, 2014	15	(4)	6	59	35	24
February 12, 2014	23	2	13	52	35	17
February 13, 2014	34	15	25	40	35	5
February 14, 2014	22	13	18	47	35	12
February 15, 2014	24	6	15	50	35	15
February 16, 2014	28	18	23	42	34	8
February 17, 2014	29	22	26	39	34	5
February 18, 2014	45	23	34	31	34	(3)
February 19, 2014	45	32	39	26	34	(8)
February 20, 2014	51	35	43	22	33	(11)
February 21, 2014	37	28	33	32	33	(1)
February 22, 2014	35	23	29	36	33	3
February 23, 2014	29	16	23	42	32	10
February 24, 2014	25	13	19	46	32	14
February 25, 2014	24	7	16	49	31	18
February 26, 2014	19	8	14	51	31	20
February 27, 2014	19	6	13	52	30	22
February 28, 2014	32	6	19	46	30	16

February 28, 2014	<b>Month To Date Heating Degree Days</b>		
	1,280	957	323
February 28, 2014	<b>Year To Date Heating Degree Days</b>		
	2,759	2,111	648
February 28, 2014	<b>Season To Date Heating Degree Days</b>		
	5,232	4,192	1,040

**MARCH**  
**MIDWAY AIRPORT (MIDNIGHT TO MIDNIGHT)**  
**HEATING AND COOLING CALENDAR DEGREE DAYS**

Date	Temperature F.			Daily Heating Degree Days (HDD)		
	Max	Min	Mean	Actual HDD Per Day 2014	5600 HDD Per Day	Variation to 5600 HDD Colder (Warmer)
March 1, 2014	32	12	22	43	30	13
March 2, 2014	16	5	11	54	30	24
March 3, 2014	20	1	11	54	30	24
March 4, 2014	27	12	20	45	29	16
March 5, 2014	24	20	22	43	29	14
March 6, 2014	32	16	24	41	29	12
March 7, 2014	46	20	33	32	29	3
March 8, 2014	39	23	31	34	29	5
March 9, 2014	42	21	32	33	28	5
March 10, 2014	54	41	48	17	28	(11)
March 11, 2014	51	33	42	23	28	(5)
March 12, 2014	34	18	26	39	27	12
March 13, 2014	39	14	27	38	27	11
March 14, 2014	54	38	46	19	27	(8)
March 15, 2014	40	28	34	31	27	4
March 16, 2014	29	19	24	41	26	15
March 17, 2014	39	20	30	35	26	9
March 18, 2014	51	30	41	24	26	(2)
March 19, 2014	47	35	41	24	25	(1)
March 20, 2014	48	31	40	25	25	-
March 21, 2014	58	33	46	19	25	(6)
March 22, 2014	42	29	36	29	24	5
March 23, 2014	30	21	26	39	24	15
March 24, 2014	37	20	29	36	23	13
March 25, 2014	31	21	26	39	23	16
March 26, 2014	39	17	28	37	22	15
March 27, 2014	54	35	45	20	21	(1)
March 28, 2014	55	34	45	20	20	-
March 29, 2014	41	28	35	30	19	11
March 30, 2014	57	25	41	24	18	6
March 31, 2014	68	44	56	9	17	(8)

Month To Date Heating Degree Days			
March 31, 2014	997	791	206

Year To Date Heating Degree Days			
March 31, 2014	3,756	2,902	854

Season To Date Heating Degree Days			
March 31, 2014	6,229	4,983	1,246