



ILLINOIS
COMMERCE COMMISSION
JUL 12 10 51 AM '02
CHIEF CLERK'S OFFICE

June 3, 2002

Ms. Donna Caton
Chief Clerk
Illinois Commerce Commission
527 East Capital Avenue
Springfield, IL 62794

Dear Ms. Caton:

As a requirement of Rider 16, Supplier Aggregation Service are the following items:

1. Bill Format: Santanna chooses to use the Utility Billing Option. All charges are submitted to the utility company and are shown on their bill to the customer as supplier charges.
2. Standard customer contract: Attachment A
3. Customer Complaint and resolution procedures:
 - a) Customer Service is available to answer calls from 8:00am to 5:00pm, Monday through Friday.
 - b) Messages can be left for Customer Service 24 hours a day 7 days a week.
 - c) Highly qualified and trained Customer Service Staff will answer questions in a timely manner or return the customer calls within 48 hours.
 - d) Customer complaints sent directly from the utility company via email will be handled within 48 hours.
 - e) Customer's wishing to cancel the program are explained in detail the benefits of the program. If the customer still wishes to cancel, the customer is dropped via electronic submittal to the utility company.
4. Supplier contact:

Pam Durnin, Manager/Special Projects
Santanna Energy Services
(512) 346-2500 x.222

If you have any questions or concerns regarding this matter, please do not hesitate to call. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Durnin".

Pam Durnin, Manager/Special Projects
Santanna Energy Services
(512) 346-2500 x.222

Santanna Energy Services

120 E. Ogden Avenue, Suite 236 • Hinsdale, Illinois 60521
Telephone (630) 789-6022 • 1-800-764-4427 • FAX (630) 789-6106

**Yes! I would like Santanna Energy Services to help my company control natural gas prices
Fax back this enrollment form to 1-800-877-0673**

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer): _____

Billing Contact (Print): _____

Authorized Signature: _____

List accounts: _____

Name (Print): _____

Account Number: _____

Phone: () - - Fax: () - -

Meter Number: _____

Service Address: _____

Account Number: _____

Meter Number: _____

Account Number: _____

Meter Number: _____

Billing Address: _____

Date: _____

Natural Gas Agreement

Price: Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press Inc. ("Index") plus 7.5 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. There will be an administrative charge of \$3.00 per month. All utility company related charges are the responsibility of the Buyer.

involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Term: The term of this Agreement is for three years starting with Buyer's first Peoples/North Shore Gas billing cycle on the "Choices For YouSM" program with Seller as supplier. This agreement shall automatically renew month to month. If at any time within 60 days from first deliveries, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Peoples/North Shore. Also, if buyer exits this agreement for any other reason after the 60 day grace period, buyer shall pay seller \$100.00. The due date of this payment is the exit date.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are not promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Payments: Bills not paid by the due date on the Sellers invoice (or invoice of that entity invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyers behalf related to Gas Sales and transportation under this Agreement.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS.
Fax: 1-800-877-0673. - 20020208-Created - Peoples/North Shore - rev 4-12-02///// rev 7-8-02

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently



Santanna SES Energy Services

June 3, 2002

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Chief Clerk
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In compliance of Rider AGG, Supplier Aggregation Service are the following items:

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Pam Durnin, Manager/Special Projects
Santanna Energy Services
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Attachment A

**Yes! I would like Santanna Energy Services to help my company control natural gas prices
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I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer): _____

Account Number: _____

Authorized Signature: _____

Meter Number: _____

Name (Print): _____

Phone: (____) _____ Fax: (____) _____

Telephone Number: _____

Service Address: _____

Social Security Number (Last 4 digits): _____

Billing Address: _____

Billing Contact (Print): _____

Date: _____

List accounts: _____

Natural Gas Agreement

Price: Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. There will be an administrative charge of \$3.00 per month. All utility company related charges are the responsibility of the Buyer.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Term: The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. This Agreement shall automatically renew month to month. If at any time within 60 days from first deliveries, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. Also, if buyer exits this agreement for any other reason after the 60 day grace period, buyer shall pay seller \$100.00. The due date of this payment is the exit date.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are not promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

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Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 5-6-02-rev 7-8-02

