

**Northern Illinois Gas Company d/b/a Nicor Gas Company's
2018-2021 Energy Efficiency Plan
Settlement Stipulation**

I. Introduction

This Settlement Stipulation (“Stipulation”), when fully executed and accepted, will constitute a valid settlement agreement enforceable between Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation (“Nicor Gas”) and the undersigned stakeholder participants (“Stakeholder”) (each a “Party” and, collectively, the “Parties”) in the Illinois Energy Efficiency Stakeholder Advisory Group (“SAG”).

The Nicor Gas Energy Efficiency Plan (“EEP” or “Plan”) for 2018 through 2021 (“EEP 2018-2021”) is required to be filed with the Illinois Commerce Commission (the “Commission”) on or before June 30, 2017 pursuant to Section 8-104 of the Public Utilities Act (the “Act”), 220 ILCS 5/8-104. The Company’s proposed EEP 2018-2021 has been the subject of lengthy discussions among the Parties with the goal of reaching consensus on the portfolio of energy efficiency programs to be implemented by Nicor Gas for the period from January 1, 2018 through December 31, 2021.

This Stipulation is intended to memorialize that each and all of the signatory Parties are in agreement that the Company’s EEP 2018-2021, subject to the Parties’ final review of the Plan prior to filing with the Commission, satisfies the requirements of Sections 8-104(e-5) and (f) of the Act and, therefore, should be approved by the Commission. In addition, this Stipulation memorializes the compromise between and among the Parties regarding certain disputed issues raised during the course of settlement discussions as further detailed below. Compromise by any Party on any particular issue set forth in this Stipulation or in the EEP 2018-2021 shall not constitute, and shall not be construed or interpreted to constitute, an endorsement of the resolution achieved by that compromise for any purpose other than as set forth in this Stipulation.

This Stipulation is the result of negotiation at arms’ length between and among the Parties, all of whom have been represented by counsel, and memorializes the Parties’ agreements. Thus, the Parties, intending to be legally bound and acknowledging the benefit to be derived from the mutual promises and commitments contained herein, agree as follows:

II. Portfolio Stipulations

A. Overview

The Parties agree that the compromise positions memorialized in this Stipulation allow for Nicor Gas to achieve modified energy efficiency savings goals set out in Section 8-104(c) of the Act, while ensuring that expenditures remain within the spending screen established by Section 8-104(d). The Parties agree that the Company’s proposed EEP 2018-2021, inclusive of the compromise positions memorialized in this Stipulation, is consistent with and satisfies the statutory obligations listed in Sections 8-104(e-5) and (f) because it:

1. Will achieve the requirements that are identified in subsection (c) of Section 8-104, as modified by the spending screen identified in subsection (d);
2. Presents specific proposals to implement new building and appliance standards that have been placed into effect;
3. Presents estimates of the total amount paid for gas service expressed on a per therm basis associated with the proposed portfolio of measures designed to meet the requirements that are identified in subsection (c) of Section 8-104, as modified by subsection (d);
4. Presents a portfolio of energy efficiency measures proportionate to the share of total annual utility revenues in Illinois from households at or below 150% of the poverty level, including energy efficiency programs that are targeted to households with incomes at or below 80% of area median income, and procures a minimum of 10% of the energy efficiency measures in the portfolio from local government, municipal corporations, school districts, and community college districts;
5. Demonstrates that Nicor Gas' overall portfolio of energy efficiency measures, not including low-income programs described in Section 8-104(e-5), are cost-effective using the total resource cost test and represent a diverse cross section of opportunities for customers of all rate classes to participate in the programs;
6. Includes a proposed cost recovery tariff mechanism to fund the proposed energy efficiency measures and to ensure the recovery of the prudently and reasonably incurred costs of Commission-approved programs; and
7. Provides for quarterly status reports tracking implementation of and expenditures for Nicor Gas' portfolio of measures, an annual independent review, and a full independent evaluation of the multi-year results of the performance and the cost-effectiveness of Nicor Gas' portfolio of measures and broader net program impacts and, to the extent practical, for adjustment of the measures on a going forward basis as a result of the evaluations. The resources dedicated to evaluation shall not exceed 3% of portfolio resources in any given multi-year period.¹

The Parties agree to the Portfolio Stipulations set forth below, and seek to have the Commission adopt the Portfolio Stipulations in the Final Order approving the Company's proposed EEP 2018-2021.

B. Portfolio Stipulations

1. Savings Goal:

- a. It appears to the Parties that it is highly unlikely that Nicor Gas could achieve the statutory savings requirements defined in Section 8-104(c) of the Act and

¹ 220 ILCS 5/8-104(e-5),(f)(1-3),(5),(7-8).

also meet the requirement of Section 8-104(d) to limit the estimated average increase in the amounts paid by retail customers to no more than 2%.

- b. To that end, the Commission should reduce energy savings requirements for Nicor Gas from the statutory requirements of Section 8-104(c) to the following amounts:
 - i. Savings of 16,509,650 annual net therms for each year of the Plan.
 - ii. Savings of 66,038,601 annual net therms for the four-year Plan period.
 - c. Nicor Gas may comply with Section II.B.1.b.ii of this Stipulation by meeting the total savings goal across the four years.
 - d. Nicor Gas shall operate and implement its energy efficiency programs in a manner that seeks to maintain fluidity in the delivery of measures and programs throughout the duration of the Plan and will not dismantle any program or measure due to simply reaching the filed savings goal.
 - e. While Nicor Gas retains the flexibility, as documented in the Illinois Energy Efficiency Policy Manual, to shift resources between programs and measures, Nicor Gas agrees that it will not exercise this flexibility in a way that results in a portfolio weighted average measure life decrease to less than 11.91, which would be 1.0 year lower than 12.91 as reflected in the filed Plan that is the subject of this Stipulation.
 - f. The first-year annual net therm savings goals for 2018, 2019, 2020, and 2021, reflected in Section II.B.1.b of this Stipulation are each subject to change based upon annual IL-TRM adjustments applicable for the different Program Years of the Plan period, consistent with the Adjustable Savings Goals policy approved in the Illinois Energy Efficiency Policy Manual, and the Adjustable Savings Goals provisions set forth in this Stipulation.
2. **Income Qualified Spend:** During the EEP 2018-2021, notwithstanding the portfolio flexibility provisions of the Illinois Energy Efficiency Policy Manual, Nicor Gas agrees to spend an average of at least \$8.075 million per year, excluding any allocated portfolio level costs, over the 2018-2021 plan period on the dedicated low-income sector targeted programs or initiatives (*i.e.*, outside of the regular Residential program portfolio), primarily through jointly delivered Nicor Gas and Commonwealth Edison Company (“ComEd”) Low Income programs, as described in this Stipulation and in ComEd’s filed Plan. This amount includes spending for customers living in Public Housing Authority buildings in the Nicor Gas Income Qualified Program.
3. **Adjustable Savings Goals:**
- a. Nicor Gas shall file a completed Adjustable Savings Goal Template for Section 8-104 Programs and Measures as an attachment to the Plan.

- b. Within fourteen (14) days of the Commission Order approving the EEP 2018-2021, Nicor Gas shall provide the SAG Facilitator with a native Excel version of the final Adjustable Savings Goal Template for posting to the SAG website.
 - c. For purposes of the Section 8-104 Programs Adjustable Savings Goals policy approved in the Illinois Energy Efficiency Policy Manual Version 1.1, the energy efficiency measure participation levels identified in the approved Plan to derive the energy savings goals shall be fixed for the entirety of the Plan, in the adjustable savings goal calculation, where adjustments are applied.
 - d. In advance of filing the first updated Adjustable Savings Goal Template with the Commission, Nicor Gas will present to the SAG its first updated Adjustable Savings Goal Template containing the savings goal adjustments due to the changes reflected in the consensus 2019 IL-TRM, resulting from the existing stakeholder consensus processes in place in order to provide stakeholders with an opportunity to ask questions concerning the updated Adjustable Savings Goal Template and reach agreement on the adjusted savings goal.
4. **Maximizing Joint Delivery to the Extent Possible:** To the extent practicable and feasible given differing budgets, all programs that target the same customers with similar delivery approaches shall be offered jointly or coordinated with ComEd during the Company's EEP 2018-2021.
 5. **Carbon Adder:** The Parties accept Nicor Gas' proposal to include a carbon adder at \$25/Ton beginning in 2020, which was derived from the Annual Energy Outlook 2014 report released by U.S. Energy Information Administration.
 6. **Workforce Development and Supplier Diversity:** Nicor Gas acknowledges the importance of fostering economic activity in Illinois through the use of energy efficiency dollars to support Illinois-based jobs.
 - a. Nicor Gas shall investigate ways to integrate workforce development initiatives, in coordination with ComEd and other workforce development entities, including, if practicable, the Illinois Home Weatherization Assistance Program, within its Market Transformation program as described in the EEP 2018-2021.
 - b. Nicor Gas shall engage in discussions within the low-income energy efficiency advisory committee convened pursuant to Section 8-103B(c) of the Act ("Income Qualified Advisory Group") aimed at increasing the diversity and number of locally-based trainees, vendors, and employees of the energy efficiency workforce within the Nicor Gas territory and integrating workforce development initiatives, as described in Section II.B.6.a above.
 - c. Nicor Gas will give preference to use of Illinois-based vendors whenever possible without sacrificing program effectiveness and/or efficiency.

- d. Nicor Gas shall maintain a diversity initiative as described in the EEP 2018-2021.
 - e. Nicor Gas shall collaborate with stakeholders to develop reporting metrics on diverse vendor activity as part of its quarterly reporting requirements.
7. **TRM Development:**
- a. Nicor Gas agrees that, to the extent a consensus among the utilities and intervening parties cannot be reached regarding a measure or measure values in the TRM, the IL-TRM Administrator shall have the authority to use its best judgment to decide on the measure or measure value. Nicor Gas further agrees to work with the other utilities and implementing stakeholders to agree on a joint procedure for this process and to include it in the next Policy Manual Update.
 - b. Nicor Gas agrees that it is not appropriate for financially interested vendors (*e.g.*, vendors that have unique or express interest in a specific measure or set of measures) to participate in the IL-TRM TAC meetings, unless they are specifically invited by the TRM Administrator to present information regarding a particular measure. Nicor Gas further agrees to work with the other utilities and intervening stakeholders to develop a final policy on this issue and to include it in the next Policy Manual update.
8. **Statewide Marketing:** Nicor Gas shall engage in discussions aimed at statewide coordination of marketing efforts, incentive levels, and points of contact.
9. **Policy Manual Subcommittee:**
- a. Nicor Gas shall participate in Policy Manual Subcommittee discussions for the Illinois Energy Efficiency Policy Manual Version 2.0, following Commission approval of the Energy Efficiency Plans beginning in 2018. Nicor Gas shall make good faith efforts to expeditiously reach consensus regarding an Illinois Energy Efficiency Policy Manual Version 2.0.
 - b. Nicor Gas shall participate in good faith discussions with other stakeholders in the Policy Manual Subcommittee to develop consistent contract requirements that ensure Evaluation, Measurement & Verification (“EM&V”) evaluator independence, SAG Facilitator independence, and IL-TRM Administrator independence.
10. **Statewide Common Reporting Templates:** Nicor Gas shall make good faith efforts to have completed statewide common reporting templates for Program Administrator Quarterly Reports required by Section 6.5 of the Illinois Energy Efficiency Policy Manual available in advance of filing the first Nicor Gas Quarterly Report for 2018. Nicor Gas also shall make good faith efforts to have completed statewide common reporting templates for Program Administrator Annual Summary of Activities (Annual Reports) required by Section 6.6 of the

Illinois Energy Efficiency Policy Manual available in advance of filing the fourth Nicor Gas Quarterly Report for 2018.

11. **EM&V Evaluator Independence:** Nicor Gas shall institute protocols to ensure that evaluator independence is maintained, as required by Section 8-104 of the Act.²
 - a. Nicor Gas shall submit the finalized but not yet executed contract with the independent evaluator to the Commission by letter to the Executive Director. Staff will submit a report to the Commission containing its assessment of the contract and describing its recommendations for Commission action, if any. In addition, Nicor Gas shall submit any contract and scope of work with the independent evaluator as a compliance filing in the applicable EEP docket within fourteen (14) days of execution. Nicor Gas shall make any portions of such compliance filings that are designated confidential available to parties appearing in the docket who are entitled to receive confidential materials by operation of law or an appropriate protective order, and to other interested parties who do not have a competitive interest in the confidential material and who may not be parties appearing in the docket, but who have signed a protective agreement with the Company to receive the confidential material. Nicor Gas also agrees to make good faith efforts to address and reach consensus concerning whether the contract and scope of work may be made public in whole or in part as part of the discussions for the Illinois Energy Efficiency Policy Manual Version 2.0.
 - b. Nicor Gas shall include language in the independent evaluation contracts such that the Commission can: (1) terminate the contract if the Commission determines the evaluators were not acting independently; and (2) prevent the Company from terminating the contracts without Commission approval.
 - c. Nicor Gas shall direct its independent third-party evaluator to conduct an ex post Total Resource Cost (“TRC”) cost-effectiveness analysis annually during the course of the 4-year portfolio plan pursuant to Section 8-104(f)(8) of the Act.
12. **SAG Facilitator Independence:** Nicor Gas agrees to implement protocols to ensure that SAG Facilitator independence is maintained. To the extent SAG Facilitator Independence provisions are added to a future Commission-approved Illinois Energy Efficiency Policy Manual, such provisions appearing in the Policy Manual will supersede the SAG Facilitator Independence provisions in this Stipulation. Specifically, Nicor Gas agrees to implement the following protocols:
 - a. Nicor Gas shall submit the finalized but not yet executed contract with the independent SAG Facilitator to the Commission by letter to the Executive Director. Staff will submit a report to the Commission containing its assessment of the contract and describing its recommendations for

² 220 ILCS 5/8-104(f)(8).

Commission action, if any. In addition, Nicor Gas will submit any contract and scope of work with the independent SAG Facilitator as a compliance filing in the applicable EEP docket within fourteen (14) days of execution.

- b. Nicor Gas will include language in the independent SAG Facilitator contract that provides that the Commission has the right to terminate the SAG Facilitator contract if the Commission determines the SAG Facilitator is not acting independently, or is unable or unwilling to independently facilitate the Illinois Energy Efficiency Stakeholder Advisory Group.
 - c. The SAG Facilitator contract with Nicor Gas will automatically terminate upon a Commission finding that the contract should be terminated, after issuance of notice and hearing and an opportunity for Nicor Gas, the SAG Facilitator, and other interested parties to be heard.
 - d. In the event that Nicor Gas or the SAG Facilitator issues a notice of termination or notice of default of the contract, the issuer of the notice shall contemporaneously provide a copy of such notice to the Commission.
13. **IL-TRM Administrator Independence:** Nicor Gas agrees to implement protocols to ensure that IL-TRM Administrator independence is maintained. To the extent IL-TRM Administrator Independence provisions are added to a future Commission-approved Illinois Energy Efficiency Policy Manual, such provisions appearing in the Policy Manual will supersede the IL-TRM Administrator Independence provisions in this Stipulation. Specifically, Nicor Gas agrees to implement the following protocols:
- a. Nicor Gas shall submit the finalized but not yet executed contract with the independent IL-TRM Administrator to the Commission by letter to the Executive Director. Staff will submit a report to the Commission containing its assessment of the contract and describing its recommendations for Commission action, if any. In addition, Nicor Gas will submit any contract and scope of work with the independent IL-TRM Administrator as a compliance filing in the applicable EEP docket within fourteen (14) days of execution.
 - b. Nicor Gas will include language in the independent IL-TRM Administrator contract that provides that the Commission has the right to terminate the IL-TRM Administrator contract if the Commission determines the IL-TRM Administrator is not acting independently, or is unable or unwilling to independently administer the Illinois Statewide Technical Reference Manual for Energy Efficiency.
 - c. The IL-TRM Administrator contract with Nicor Gas will automatically terminate upon a Commission finding that the contract should be terminated, after issuance of notice and hearing and an opportunity for Nicor Gas, the IL-TRM Administrator, and other interested parties to be heard.

- d. In the event that Nicor Gas or the IL-TRM Administrator issues a notice of termination or notice of default of the contract, the issuer of the notice shall contemporaneously provide a copy of such notice to the Commission.

III. Program-Level Stipulations

A. Overview

In addition to broader portfolio-related issues, the Parties also engaged in extensive, good faith discussions on various topics related to the specific design of energy efficiency programs. Consistent with the flexibility granted to Program Administrators in prior Commission Plan orders and the Illinois Energy Efficiency Policy Manual Version 1.1, Nicor Gas shall retain the ability to adjust portfolio and program design based on the real-time information it receives regarding program performance. Specifically, Nicor Gas shall be able to reallocate funds across program elements and modify, discontinue, and add program elements within approved programs based on actual implementation experience and the results of the evaluation of its programs, consistent with the directives of the Illinois Energy Efficiency Policy Manual Version 1.1 that address Program Flexibility and Budgetary Shift Rules, and reporting requirements to the SAG and the Commission, with the exceptions as noted in this Stipulation, including in Sections II.B.2, II.B.1.e, and III.B.1.d.

Consistent with the foregoing, the Parties stipulate to the following items, subject to Commission approval:

B. Stipulations – Residential Programs

1. Income Qualified Programs:

- a. Nicor Gas' Income Qualified Programs shall be designed with the intent to serve eligible Low Income Customers, defined as customers whose annual income falls at or below 80% Area Median Income ("AMI").
- b. Nicor Gas commits that at least 30% of the income qualified housing units treated shall be multi-family housing units, which will be assumed to be a minimum of 5 units per building.
- c. In delivering the single family offering (and multi-family as appropriate) within the dedicated Income Qualified Program, Nicor Gas will partner with the Illinois Home Weatherization Assistance Program ("IHWAP"), including through the following provisions:
 - i. Nicor Gas will ensure that its dedicated program takes advantage of state and federal funding available through IHWAP.
 - ii. Nicor Gas shall engage in discussions with stakeholders in SAG regarding appropriate allocations of energy savings for offerings delivered through IHWAP and make prospective adjustments to plan goals (first year therms and portfolio measure life) as described in

Sections II.B.1.b and II.B.1.e of this Stipulation on a going forward basis as necessary.

- iii. Nicor Gas will serve all customers who qualify for IHWAP through the IHWAP program delivery infrastructure.
 - iv. Nicor Gas will supplement IHWAP's capabilities in order to expand eligibility for the single family offering within the dedicated Income Qualified Program beyond IHWAP's eligibility limit (customers with household incomes up to 200% of the federal poverty level) to ensure that the program serves customers with household incomes up to 80% of area median income.
 - v. Nicor Gas will work with IHWAP to ensure that outreach, intake, quality control, training, and other program delivery functions are integrated across the different Nicor Gas weatherization offerings (*i.e.*, income qualified offerings for customers with household incomes up to 200% of federal poverty level; income qualified offerings for customers with household incomes up to 80% of area median income; and offerings for customers without income qualifications).
 - vi. Nicor Gas may engage with additional organizations (*e.g.*, United Way, Rebuilding Together) to expand IHWAP capabilities and increase the program's ability to serve all customers with household incomes up to 80% of area median income.
 - vii. Nicor Gas will strive to engage local diverse weatherization contractors to perform weatherization activities for income qualified offerings for customers with household incomes up to 200% of federal poverty level; income qualified offerings for customers with household incomes up to 80% of area median income; and offerings for customers without income qualifications.
2. **Income Qualified Advisory Group:** In addition to the initiatives described in Section II.B.6 above, Nicor Gas shall engage in good faith discussions within the Income Qualified Advisory Group – with the aim of achieving consensus – on ways to:
- a. Qualify eligible customers, including consideration of qualification via census data.
 - b. Have more direct contractual relationships with diverse vendors, non-profits, and smaller vendors.
 - c. Develop appropriate incentive levels for various sub-classes within the Income Qualified Group, including differences between single and multi-family and between subsidized and unsubsidized building owners.

- d. Leverage on-bill financing and other financing mechanisms for all Income Qualified customers as well as Multi-Family Program participants.
- e. Seek opportunities for hiring current Illinois-based not-for-profit implementers.
- f. Develop ways to reach customers whose annual incomes fall between 200% of the federal poverty level (IHWAP's eligibility cut-off) and at or below 80% of Area Median Income, for single-family and multi-family weatherization programs and measures.
- g. Offer comprehensive retrofits, including opportunities for customers to achieve comprehensive retrofits over multiple years.
- h. Ensure quality control through the cost-effective implementation of mechanisms such as Building Performance Institute certification, project management, building commissioning, operations and maintenance training, ongoing monitoring, and technical assistance.
- i. Development of evaluation metrics for income qualified programs.

C. Stipulations – Business Programs

1. **Upstream:** Nicor Gas shall commit to working with other utilities in the State to deliver a pilot upstream incentive offering for commercial kitchen rebates for eligible business customers (possibly funded through Research & Development (“R&D”) funds), with a focus on taking advantage of statewide distributor networks and the associated efficiencies, with a goal of implementing the program beginning in 2019.
2. **Steam Traps:** Nicor Gas and the other Parties will work collaboratively through the SAG evaluation process to ensure that the independent evaluator, during its 2018 evaluation efforts, performs a net-to-gross and process evaluation of the Nicor Gas steam trap offerings for large commercial and industrial customers.

IV. Other Commitments

- A. **Revisit the EM&V Framework:** Nicor Gas agrees to engage in discussions at SAG, or within a subcommittee of SAG, regarding the current EM&V framework. Nicor Gas understands that this will be a “big picture” discussion and will include reviewing how evaluation contractors are hired/selected, how frequently they are or should be changed, opportunities for more integration of EM&V work across utility service territories, the levels of emphasis on different kinds of evaluation (process vs. impact, NTG vs. other, peak vs. energy, value of NEBs, etc.), opportunities for better leveraging AMI data, opportunities for better integration and prioritization of evaluation research with the IL-TRM update process, etc.

B. Evaluation Methods: Nicor Gas will work with the independent third party evaluator and SAG to develop best practices for when program evaluations shall be controlled trials or quasi-experimental design methods. Until SAG develops best practices, where appropriate given the EM&V budget constraints, the independent evaluator shall give preference to randomized controlled trials or quasi-experimental design methods. When a program evaluator believes that randomized control trials or quasi-experimental designs are not appropriate given the EM&V budget constraints, the program evaluator shall provide an explanation and support for its decision as part of its evaluation plan.

C. Plan Filing:

1. When Nicor Gas files with the Commission its petition for approval of the EEP 2018-2021, the Company shall attach all workpapers supporting the Plan to its direct testimony and provide via electronic mail to the Parties to this Stipulation copies of all workpapers in native file format.
2. Nicor Gas will file the joint TRC results for joint programs as an exhibit with its petition for approval of the EEP 2018-2021.

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IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Stipulation as of the date last set forth below.

Illinois Attorney General's Office

Staff of the Illinois Commerce Commission

By: *Karen Lusson*
Name: Karen L. Lusson
Title: Asst. Bureau Chief, Public Utilities Bureau
Date: Jun 29, 2017

By: _____
Name: _____
Title: _____
Date: _____

Natural Resources Defense Council

Northern Illinois Gas Company d/b/a
Nicor Gas Company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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Illinois Attorney General's Office

Staff of the Illinois Commerce Commission

By: _____

By: Jayesh Khosla

Name: _____

Name: Jayesh Khosla

Title: _____

Title: General Counsel

Date: _____

Date: 6/28/17

Natural Resources Defense Council

Northern Illinois Gas Company d/b/a
Nicor Gas Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Staff of the Illinois Commerce Commission

By: _____

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Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Natural Resources Defense Council

Northern Illinois Gas Company d/b/a
Nicor Gas Company

By: Samantha Williams

By: _____

Name: Samantha Williams

Name: _____

Title: Staff Attorney

Title: _____

Date: 6/29/17

Date: _____

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Illinois Attorney General's Office

Staff of the Illinois Commerce Commission

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

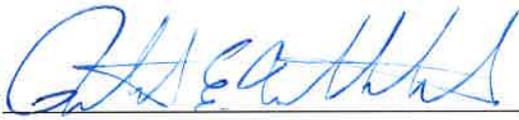
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Date: _____

Natural Resources Defense Council

Northern Illinois Gas Company d/b/a
Nicor Gas Company

By: _____

By:  _____

Name: _____

Name: PATRICK E. WHITESIDE

Title: _____

Title: VP, BUSINESS SUPPORT

Date: _____

Date: 6/29/2017