

**SERVICE ELECTION DOCUMENT**  
**NORTHERN INDUSTRIAL SANDS LLC**

AND

- WISCONSIN GAS LLC**
- WISCONSIN ELECTRIC – GAS OPERATIONS**
- WISCONSIN PUBLIC SERVICE CORPORATION**
- UPPER MICHIGAN ENERGY RESOURCES CORPORATION**

-Also reflected as COMPANY on this document-

FOR

**NATURAL GAS TRANSPORTATION SERVICE**

This Service Election document ("Service Election document") between COMPANY, and NORTHERN INDUSTRIAL SANDS LLC.

**NORTHERN INDUSTRIAL SANDS LLC**  
**512 COUNTY RD SS**  
**NEW AUBURN, WI 54757**

Account Number   **8631407011**  
Premise Number   **863843770**  
Meter Number      **WG1812829**

**Rate Class: TF6**

Commencing on the later 11/1/2019 of the first day of the first calendar month which occurs after the telemetering equipment is installed and operational (the "Service Commencement Date"), and thereafter until terminated.

Buyer desires to purchase natural gas from an entity ("Seller") other than COMPANY for utilization at Buyers facility. A review of annual usage, per consumption data, will be evaluated and rates will be adjusted accordingly to tariff.

**1. GENERAL**

This Service Election document shall be subject to the provisions of COMPANY tariff on file with and approved by Commission of Wisconsin ("PSCW"), including schedules and rates applicable to gas transportation service and any future revisions approved or ordered by the PSCW ("Tariff"). In the event of any conflict or inconsistency between this Service Election document and the Tariff, the Tariff shall prevail. The Tariff, as it may be revised, is incorporated in and made a part of this Service Election document, and references to the Service Election document include the Tariff.

**2. TRANSPORTATION DEFINITIONS**

PLEASE REFER TO APPLICABLE TARIFF SHEETS

### 3. - TRANSPORTATION QUANTITIES

**Limitations:** COMPANY shall provide transportation service in the manner described herein only as long as COMPANY can deliver set quantities per tariff rule requirements.

### 4. - TERM

This Service Election document shall take effect on the Service Commencement Date and superseding previous Service Elections shall remain in effect for one year and thereafter until terminated by either party by providing written notice as required by the applicable Tariff, and/or rate schedule, or, if no notice procedure is set out by the Tariff, by providing 60 days written notice of a Party's intent to terminate.

### 5. - MEASUREMENT OF TRANSPORTATION QUANTITIES

1. The quantities of natural gas delivered under this Service Election document shall be determined by use of measuring equipment which COMPANY shall own and operate for the purpose of deliveries of natural gas to Buyer.
2. Authorized agents of COMPANY shall at all reasonable times be permitted to inspect the COMPANY meter(s) on the Buyer's premises.
3. Buyer shall provide, at COMPANY request, and as required by our COMPANY tariffs, an uninterrupted supply of 120-volt electricity at the natural gas metering site for remote meter reading devices that are necessary for the comparison of daily consumption with daily nominations. The Buyer, including all existing customers with remote telemetry facilities previously installed shall be responsible for providing 120-volt to the telemeter. The Buyer shall also be responsible for keeping the 120-volt ac power operational at all times. If the COMPANY determines that a remote telemetry problem exists and is the result of faulty or inoperative Buyer equipment, the COMPANY will notify the Buyer. If the problem is not repaired promptly after the Buyer is notified that a problem exists, the COMPANY shall have the right to take any necessary action in accordance with the COMPANY's tariff, up to and including valving off the respective account. **For WG/WEGO customer only, Document A applies.**

### 6. - RATE AND BILLING

1. COMPANY shall bill Buyer and Buyer shall pay COMPANY in accordance with the Tariff. The natural gas shall conform to requirements of the North American Energy Standards Board (NAESB).

### 7. - MISCELLANEOUS

- 1) **Title:** Buyer warrants that it shall have good title to the natural gas delivered to the Receipt Point for transportation by COMPANY under this Service Election document, and that such natural gas shall be free and clear of all liens, encumbrances and adverse claims whatsoever

which would interfere with or make wrongful COMPANY transportation of same. As between the parties to this Service Election document, Buyer shall be deemed to hold title to such natural gas at all times.

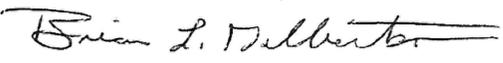
- 2) **Control and Possession of Gas:** As between the parties to this Service Election document, COMPANY shall be deemed to be in control and possession of the gas deliverable to Buyer under this Service Election document from the time of its receipt by COMPANY into its distribution system until its delivery to Buyer at the metering point, at and after which Buyer shall be deemed to be in control and possession of such gas.
- 3) **Indemnity:** Buyer shall indemnify COMPANY and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses, including court costs and attorneys' fees, arising from or out of the transportation of Buyer-owned gas including balancing or scheduling charges or penalties on Interstate Pipeline's system, and arising from or out of adverse claims of any or all persons to said gas or to royalties, taxes, license fees or charges thereon that are applicable prior to the receipt of such gas by COMPANY.
- 4) **Seller Delivering to Buyer:** Buyer shall inform COMPANY in writing of any entity, herein known as the "Seller", who will be delivering natural gas on the Buyer's behalf. By notifying COMPANY of its Seller the Buyer agrees to authorize the COMPANY to release Buyer information to the Seller and hold COMPANY harmless of doing so.
- 5) **Entire Service Election document:** This Service Election document and the prevailing Tariff constitute the entire Service Election document between COMPANY and Buyer and shall supersede all previous communications, representations, understandings or Service Election documents, whether oral or written.
- 6) **Modification of Terms:** Modifications of the terms and conditions of this Service Election document may be made from time to time during the term hereof upon the Service Election document of both parties and shall not be binding unless in writing and signed by authorized representatives of both parties.
- 7) **Assignment:** The rights and obligations of the parties under this Service Election document may not be assigned. The Service Election document shall bind and inure to the benefit of the parties hereto.
- 8) **Customer Contact Information:** The Customer is required to provide COMPANY information as requested on the Customer Contact List found on the COMPANY's website. **(Applicable to WPSC customers only).** The Customer is solely responsible for updating the information when it changes.
- 9) **Acknowledgment:** Customer acknowledges that the appropriate employee(s) and /or an authorized agent of the customer has reviewed the this Service Election document and the COMPANY's Tariff and any applicable rate schedules and fully understands the responsibilities and risks associated with the services selected. These include, but are not limited to, providing nomination information, balancing fees, cash out premiums and discounts, unauthorized use of gas charges and penalties, and the possibility that the meter associated with this Service Election document will be valved off if there is an attempt to make an unauthorized use of gas.

10) The parties hereto have executed this Service Election document as of the date shown below for the above period. This Service Election document includes the following appendices:

**NONE**

This Service Election document shall be binding upon the respective parties hereto. If this Service Election document is not signed by the Customer and returned to COMPANY by **5/5/2019** COMPANY will determine the appropriate action for the customer's services in accordance with the COMPANY's tariff.

**NORTHERN INDUSTRIAL SANDS LLC**

**Signature:**   
**Printed Name:** Brian L. Gilbertson  
**Title:** COO  
**Date:** 7-10-19

**WISCONSIN GAS LLC**

**Signature:**   
**Printed Name:** Scott McBride  
**Title:** Manager  
**Date:** 4/5/2019



# Savings Analysis Report

## Northern Industrial Sands LLC

Volatility in Sales  
 Plant Needs To Report Needs in order to optimize savings.  
 Firm a maintenance

Calendar Month	Usage (DTH)	Utility Cost (BurnerDth)	Constellation Supply			Difference		
			Gas Supply Costs	Utility Distribution	Total (BurnerDth)	Savings (\$)	Savings (%)	
January 2016	9,137	\$42,501	\$28,416	\$7,648	\$36,063	\$6,438	15%	\$0.70
February 2016	11,273	\$47,877	\$32,466	\$8,315	\$40,781	\$7,096	15%	\$0.63
March 2016	2,103	\$11,777	\$5,173	\$4,876	\$10,049	\$1,728	15%	\$0.82
April 2016	4	\$4,178	\$10	\$3,962	\$3,972	\$206	5%	\$47.91
May 2016	4,821	\$19,451	\$12,005	\$5,947	\$17,952	\$1,499	7.70%	\$0.31
June 2016	4,763	\$14,670	\$11,241	\$5,837	\$17,078	(\$2,408)	-16.41%	(\$0.51)
July 2016	3,761	\$19,033	\$12,372	\$5,529	\$17,902	\$1,132	5.95%	\$0.30
August 2016	5,460	\$23,757	\$17,036	\$6,199	\$23,234	\$522	2.20%	\$0.10
September 2016	6,032	\$27,072	\$19,724	\$6,337	\$26,061	\$1,011	3.73%	\$0.17
October 2016	4,792	\$23,549	\$16,245	\$5,936	\$22,181	\$1,368	5.81%	\$0.29
November 2016	7,861	\$35,885	\$26,178	\$7,058	\$33,236	\$2,649	7.38%	\$0.34
December 2016	5,740	\$27,253	\$21,755	\$6,309	\$28,065	(\$812)	-2.98%	(\$0.14)
January 2017	17,991	\$95,348	\$62,760	\$11,136	\$68,897	\$1,451	1.52%	\$0.08
February 2017	10,776	\$48,613	\$41,918	\$8,032	\$49,950	(\$1,337)	-2.75%	(\$0.12)
March 2017	15,218	\$65,424	\$47,784	\$10,043	\$57,827	\$7,597	11.61%	\$0.50
April 2017	17,474	\$90,837	\$60,984	\$10,845	\$71,830	\$19,007	20.92%	\$1.09
May 2017	19,296	\$117,766	\$64,449	\$11,650	\$76,100	\$11,666	13.29%	\$0.60
June 2017	14,878	\$55,705	\$51,776	\$9,823	\$61,598	(\$5,894)	-10.58%	(\$0.40)
July 2017	13,463	\$60,447	\$44,158	\$9,352	\$53,510	\$6,937	11.48%	\$0.52
August 2017	18,606	\$90,457	\$60,469	\$11,378	\$71,847	\$18,610	20.57%	\$1.00
September 2017	19,435	\$94,282	\$62,192	\$11,618	\$73,810	\$20,472	21.71%	\$1.05
October 2017	21,685	\$94,414	\$71,776	\$12,591	\$84,367	\$10,047	10.64%	\$0.46
November 2017	22,622	\$101,802	\$72,163	\$12,873	\$85,036	\$16,766	16.47%	\$0.74
December 2017	24,737	\$112,067	\$90,044	\$13,794	\$103,838	\$8,229	7.34%	\$0.33
January 2018	24,361	\$105,495	\$86,483	\$13,646	\$100,129	\$5,366	5.09%	\$0.22
February 2018	25,914	\$122,283	\$117,712	\$13,957	\$131,669	(\$9,386)	-7.68%	(\$0.36)
March 2018	25,658	\$104,409	\$77,744	\$14,157	\$91,901	\$12,509	11.99%	\$0.49
April 2018	27,692	\$104,138	\$79,476	\$14,871	\$94,347	\$9,791	9.40%	\$0.35
May 2018	26,915	\$113,767	\$78,681	\$14,416	\$93,097	\$25,671	21.61%	\$0.98
June 2018	22,644	\$82,294	\$67,933	\$12,882	\$80,815	\$1,479	1.80%	\$0.07
July 2018	20,260	\$76,279	\$63,820	\$12,030	\$75,850	\$429	0.56%	\$0.02
August 2018	18,571	\$84,239	\$57,199	\$11,365	\$68,564	\$15,675	18.61%	\$0.84
September 2018	14,314	\$65,928	\$45,806	\$9,600	\$55,406	\$10,521	15.96%	\$0.74
October 2018	12,821	\$55,975	\$42,693	\$9,099	\$51,792	\$4,183	7.47%	\$0.33
November 2018	10,321	\$50,117	\$40,960	\$8,027	\$48,987	\$1,529	3.05%	\$0.15
December 2018	5,759	\$32,774	\$29,120	\$6,315	\$35,435	(\$2,661)	-8.12%	(\$0.46)
	516,454	\$2,296,861	\$1,740,321	\$347,457	\$2,087,778	\$209,083	9.10%	\$0.40

Year	Usage (DTH)	Utility Cost (BurnerDth)	Constellation Cost (BurnerDth)	Savings (\$)	Savings (%)	Savings per DTH
2016	65,748	\$297,003	\$276,575	\$20,428	7%	\$0.31
2017	216,180	\$997,160	\$883,610	\$113,550	11%	\$0.53
2018	234,527	\$1,002,698	\$927,592	\$75,105	7%	\$0.32

The information contained herein has been obtained from sources which Constellation NewEnergy, Inc. Constellation NewEnergy Gas Division, LLC, Constellation Energy Services, Inc. and/or Constellation Energy Services of New York, Inc. (collectively, "Constellation") believes to be reliable. Constellation does not represent or warrant as to its accuracy or completeness. We are not providing advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. § 1-26, et seq., as amended (the "CEA"), including futures contracts, swaps or any other activity which would cause us or any of our affiliates to be considered a commodity trading advisor under the CEA. Constellation does not make and expressly disclaims, any express or implied guaranty, informational and do not commit the prices at which Constellation may be willing to transact, and the possible performance results of any product discussed herein are not necessarily indicative of future results. This material shall not be reproduced (in whole or in part) to any other person without the prior written approval of Constellation.

**NORTHERN INDUSTRIAL SANDS LLC**  
 512 COUNTY ROAD SS  
 NEW AUBURN WI 54757



Account # 8631407011  
 Meter # WG1812829  
 Current Class ICG  
 Pressure Factor: 2.348  
 Estimated Peak Therms: 0

2 year history

**WE Energies**

Read Date	Days	Metered Therms	Demand	Deg Days	Service Class	Revenue Class	Space Heat	Heat Factor	Distribution & Base Gas	Demand \$	PGA	Facilities	Total Gas Charges
04/01/19	31	151,228	11,255	1,195	#N/A	Large C&I	Yes	1.0277	\$81,289.44	\$1,395.62	-\$18,576.85	\$2,638.10	\$68,944.98
03/01/19	28	91,793	11,255	1,438	#N/A	Large C&I	Yes	1.0287	\$49,826.56	\$1,260.36	-\$12,483.85	\$2,382.80	\$41,910.41
02/01/19	31	72,226	11,255	1,613	#N/A	Large C&I	Yes	1.0310	\$39,588.20	\$1,395.62	-\$9,880.51	\$2,638.10	\$34,124.81
01/01/19	31	57,549	11,255	1,261	#N/A	Large C&I	Yes	1.0318	\$31,620.35	\$1,395.62	-\$3,291.80	\$2,638.10	\$32,669.82
12/01/18	30	103,207	11,255	1,137	#N/A	Large C&I	Yes	1.0421	\$55,554.91	\$1,350.60	-\$10,702.57	\$2,553.00	\$50,012.63
11/01/18	31	128,208	11,255	662	#N/A	Large C&I	Yes	1.0318	\$68,730.47	\$1,395.62	-\$18,410.67	\$2,638.10	\$55,870.58
10/01/18	30	143,143	11,255	189	#N/A	Large C&I	Yes	1.0232	\$76,529.31	\$1,350.60	-\$16,690.47	\$2,553.00	\$65,823.39
09/01/18	31	185,712	11,255	46	#N/A	Large C&I	Yes	1.0252	\$98,931.56	\$1,395.62	-\$21,821.16	\$2,638.10	\$84,134.67
08/01/18	31	202,604	11,255	38	#N/A	Large C&I	Yes	1.0300	\$102,529.26	\$1,395.62	-\$32,963.67	\$2,638.10	\$76,174.89
07/01/18	30	226,443	11,255	41	#N/A	Large C&I	Yes	1.0335	\$121,818.28	\$1,350.60	-\$46,466.10	\$2,553.00	\$82,189.96
06/01/18	31	263,148	11,255	153	#N/A	Large C&I	Yes	1.0264	\$141,390.36	\$1,395.62	-\$31,551.45	\$2,638.10	\$118,663.25
05/01/18	30	276,920	11,255	868	#N/A	Large C&I	Yes	1.0295	\$148,672.04	\$1,350.60	-\$52,614.80	\$2,553.00	\$104,033.80
04/01/18	31	256,580	11,087	1,084	#N/A	Large C&I	Yes	1.0357	\$137,875.35	\$1,374.79	-\$41,642.93	\$2,635.00	\$104,305.13
03/01/18	28	258,140	11,087	1,392	#N/A	Large C&I	Yes	1.0340	\$138,572.22	\$1,241.74	-\$25,142.84	\$2,380.00	\$122,178.90
02/01/18	31	243,614	11,087	1,557	#N/A	Large C&I	Yes	1.0312	\$130,977.44	\$1,374.79	-\$33,716.18	\$2,635.00	\$105,390.55
01/01/18	31	247,374	11,087	1,507	#N/A	Large C&I	Yes	1.0299	\$132,408.80	\$1,374.79	-\$28,918.02	\$2,635.00	\$111,962.70
12/01/17	30	226,215	10,466	983	#N/A	Large C&I	Yes	1.0352	\$121,082.01	\$1,255.92	-\$27,236.29	\$2,550.00	\$101,697.48
11/01/17	31	216,845	0	494	#N/A	Large C&I	Yes	1.0429	\$125,119.57	\$0.00	-\$36,191.43	\$465.00	\$94,309.76
10/01/17	30	194,351	0	155	#N/A	Large C&I	Yes	1.0375	\$112,140.53	\$0.00	-\$23,322.12	\$450.00	\$94,178.17
09/01/17	31	186,058	0	105	#N/A	Large C&I	Yes	1.0390	\$107,355.47	\$0.00	-\$22,178.11	\$465.00	\$90,352.69
08/01/17	31	134,627	0	30	#N/A	Large C&I	Yes	1.0551	\$77,679.78	\$0.00	-\$20,947.96	\$465.00	\$60,342.65
07/01/17	30	148,781	0	80	#N/A	Large C&I	Yes	1.0311	\$86,486.39	\$0.00	-\$34,234.51	\$450.00	\$55,600.48
06/01/17	31	192,962	0	313	#N/A	Large C&I	Yes	1.0290	\$112,168.81	\$0.00	-\$29,542.48	\$465.00	\$87,661.35
05/01/17	30	174,740	0	517	#N/A	Large C&I	Yes	1.0216	\$101,576.36	\$0.00	-\$16,023.66	\$450.00	\$90,732.85
<b>Total</b>	730	4,382,468	189,874	16,858				24.7831	\$2,399,923.47	\$23,054.33	-\$614,550.43	\$47,106.50	\$1,933,265.90
<b>Average</b>	30	182,603	7,911	702				1.033	\$99,996.81	\$960.60	-\$25,606.27	\$1,962.77	\$80,552.75

Service	(A1) Total Daily Facilities Charge	(A2) Customer Demand Charge (\$/Therm/Day)	(B) Basic Distribution Rate/Therm	(C) Competitive Supply Rate/Therm	(D) Balancing Rate/Therm	(E) Peak Day Backup Rate/Therm	(F) Base Gas Cost Rate	(G)=(B+C+D+E+F) Base Total Per Therm	(H) Gas Lost and Unaccounted For Rate	(I) Purchased Gas Adjustment	(J)=(G+H+I) Effective Rate
<b>Firm Sales Services</b>											
Residential Service Class 1	\$ 0.33	\$ -	\$ 0.2330	\$ 0.0250	\$ 0.0018	\$ 0.0004	\$ 0.5956	\$ 0.8558	\$ (0.0014)	\$ (0.3452)	\$ 0.5092
Firm Commercial/Industrial Class 1	\$ 0.33	\$ -	\$ 0.2330	\$ 0.0250	\$ 0.0018	\$ 0.0004	\$ 0.5956	\$ 0.8558	\$ (0.0014)	\$ (0.3452)	\$ 0.5092
Firm Commercial/Industrial Class 2	\$ 0.85	\$ -	\$ 0.1665	\$ 0.0195	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.7837	\$ (0.0014)	\$ (0.3452)	\$ 0.4371
Firm Commercial/Industrial Class 3	\$ 6.00	\$ -	\$ 0.1177	\$ 0.0188	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.7342	\$ (0.0014)	\$ (0.3452)	\$ 0.3876
Firm Commercial/Industrial Class 4	\$ 15.00	\$ -	\$ 0.0864	\$ 0.0169	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.7010	\$ (0.0014)	\$ (0.3452)	\$ 0.3544
Firm Commercial/Industrial Class 5	\$ 45.00	\$ -	\$ 0.0686	\$ 0.0154	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.6817	\$ (0.0014)	\$ (0.3452)	\$ 0.3351
Firm Commercial/Industrial Class 6	\$ 85.00	\$ 0.0040	\$ 0.0390	\$ 0.0150	\$ 0.0018	\$ 0.0002	\$ 0.5956	\$ 0.6516	\$ (0.0014)	\$ (0.3452)	\$ 0.3050
Firm Commercial/Industrial Class 7	\$ 450.00	\$ 0.0031	\$ 0.0244	\$ 0.0150	\$ 0.0018	\$ 0.0002	\$ 0.5956	\$ 0.6370	\$ (0.0014)	\$ (0.3452)	\$ 0.2904
<b>Agricultural Seasonal Use Sales Services</b>											
Agricultural Seasonal Use Sales Class 1	\$ 0.33	\$ -	\$ 0.2330	\$ 0.0250	\$ 0.0018	\$ 0.0004	\$ 0.5956	\$ 0.8558	\$ (0.0014)	\$ (0.3452)	\$ 0.5092
Agricultural Seasonal Use Sales Class 2	\$ 0.85	\$ -	\$ 0.1665	\$ 0.0195	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.7837	\$ (0.0014)	\$ (0.3452)	\$ 0.4371
Agricultural Seasonal Use Sales Class 3	\$ 6.00	\$ -	\$ 0.1177	\$ 0.0188	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.7342	\$ (0.0014)	\$ (0.3452)	\$ 0.3876
Agricultural Seasonal Use Sales Class 4	\$ 15.00	\$ -	\$ 0.0864	\$ 0.0169	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.7010	\$ (0.0014)	\$ (0.3452)	\$ 0.3544
Agricultural Seasonal Use Sales Class 5	\$ 45.00	\$ -	\$ 0.0686	\$ 0.0154	\$ 0.0018	\$ 0.0003	\$ 0.5956	\$ 0.6817	\$ (0.0014)	\$ (0.3452)	\$ 0.3351
<b>Interruptible Sales Service with Firm Distribution</b>											
Capacity											
Interruptible Sales Service Class 3	\$ 6.00	\$ -	\$ 0.1177	\$ 0.0188	\$ 0.0018	\$ -	\$ 0.4762	\$ 0.6145	\$ (0.0014)	\$ (0.2258)	\$ 0.3873
Interruptible Sales Service Class 4	\$ 15.00	\$ -	\$ 0.0864	\$ 0.0169	\$ 0.0018	\$ -	\$ 0.4762	\$ 0.5813	\$ (0.0014)	\$ (0.2258)	\$ 0.3541
Interruptible Sales Service Class 5	\$ 45.00	\$ -	\$ 0.0686	\$ 0.0154	\$ 0.0018	\$ -	\$ 0.4762	\$ 0.5620	\$ (0.0014)	\$ (0.2258)	\$ 0.3348
Interruptible Sales Service Class 6	\$ 85.00	\$ 0.0040	\$ 0.0390	\$ 0.0150	\$ 0.0018	\$ -	\$ 0.4762	\$ 0.5320	\$ (0.0014)	\$ (0.2258)	\$ 0.3048
Interruptible Sales Service Class 7	\$ 450.00	\$ 0.0031	\$ 0.0244	\$ 0.0150	\$ 0.0018	\$ -	\$ 0.4762	\$ 0.5174	\$ (0.0014)	\$ (0.2258)	\$ 0.2902

PG&T

Billing Presentation Key of Charges:

Facilities =	(A)
Distribution =	(B+C+D+E)
Base Gas =	(F)
PGA =	(H+I)