
Terms and Conditions

DEFINITIONS:

Applicant – shall mean a person seeking to establish new residential or non-residential utility service under the Company's application process and who is not a customer.

Budget Payment Plan – shall mean a plan seeking to reduce fluctuations in the amount a customer must pay in each billing cycle. The customer agrees to pay an amount for each billing cycle that is based upon the amount the utility expects the customer to be billed for the entire year divided by the number of billing cycles in the year. The amount may be adjusted to 1) accommodate changes in the usage pattern by the customer or 2) ensure that significant shortfalls or credits do not accrue.

Credit Scoring System – shall have the same meaning set forth in 12 CFR 202.2 as of January 1, 2002, and no later amendments or editions are incorporated.

Customer - shall mean a person or persons receiving service from the Company under a Residential Service rate or a non-residential service rate, after a successful application for service or a successful transfer of service from one location to another, subject to the "Redistribution of Gas" provision. Agents, Suppliers, Brokers or Marketers of natural gas services who have an authorized agency agreement with a Customer and are acting as that Customer's agent shall also be treated as a Customer except with respect to credit and collection activity and disconnection of service.

Deferred Payment Arrangement or DPA – shall mean a payment plan whereby a customer may retire a past due amount owed the Company by paying installments towards the arrearage in addition to paying future bills.

Degree Day- a degree day is 65 degrees Fahrenheit minus the average of the gas day's high and low temperature.

Deposit – shall mean money provided by a customer and held by the Company as a guarantee towards payment for utility service.

Gas Day – a gas day shall be defined hereunder as being the time from 9:00 A.M. of one day to 9:00 A.M. of the succeeding day.

Heat Content – the heating value of the gas supplied by the Company is approximately 1,000 Btu per cubic foot. Unless otherwise specified in the rate, the Customer shall be billed on the basis of the average heating value of all gas purchased, and Customer-owned gas transported, by the Company, as determined in accordance with the provisions of Rider 11, Thermal Content of Gas Supplied, set forth in this Schedule.

Illegal Tap – shall mean a diversion of utility service whereby a party or parties other than the customer of record received a portion of the Customer's metered utility service without the Customer's consent.

* **Low Income Customer** – shall mean, except in the case of Deposits and Establishment of Credit, a low income residential customer as defined in 83 Illinois Administrative Code Part 280. The definition of Low Income Customer as applicable to Deposits and Establishment of Credit shall mean a low income residential customer as defined in Section 8-201.7 of the Public Utilities Act.

Effective January 1, 2023, Low Income Customer shall mean, except in the case of Deposits and Establishment of Credit and Late Payment Charges, a low income residential customer as defined in 83 Illinois Administrative Code Part 280. The definition of Low Income Customer as applicable to Deposits and Establishment of Credit and Late Payment Charges shall mean a low income residential customer as defined in Section 8-201.7 of the Public Utilities Act.

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Terms and Conditions

(Continued from Sheet No. 33)

* **DEFINITIONS:** (continued)

Market Price – shall mean the cost of gas on a particular day to the Company in order to obtain additional supplies. Such price shall be the average of the low and high prices reported for Chicago City Gate deliveries in Gas Daily. In the event that Gas Daily is unavailable, then a reported Chicago City Gate price of another appropriate publication shall be used.

Medical Certificate – shall mean a written certification (though initial certification may be by telephone) of medical necessity provided to the Company by a doctor or the local board of health.

Medical Payment Arrangement or MPA – shall mean a payment plan established after the use of a medical certificate whereby a customer may retire a past due amount owed the Company by paying installments towards the arrearage in addition to future bills.

Occupant – shall mean a person who is not a utility customer of record of the Company and who receives the benefit of utility services at a residential or non-residential service location.

Payment Avoidance by Location or PAL – shall mean a pattern of action taken to avoid payment for utility service used by customers or occupants at a specific premises.

Person – shall mean any legal entity with the ability to become a customer, including but not limited to: individual persons, units of local government, corporations, trusts, partnerships, limited liability companies, associations, not-for-profit, boards, organizations and institutions.

Small Business – shall mean an Illinois business with fifty (50) or less full time employees in Illinois. It shall be the Customer's responsibility to notify the Company of its qualification as a Small Business.

Tampering – shall mean any unauthorized alteration of utility equipment of facilities by which a benefit is achieved for which the Company is not compensated. Tampering includes customer self-restoration of utility service. Proof of tampering shall be the burden of the Company.

Therm – a therm is the amount of heat equivalent to one hundred thousand British thermal units (100,000 Btu).

Transfer of Service – shall mean terminating service at one location and activating service at another location by the same customer of record served by the Company within fourteen (14) calendar days as long as there is no change in the rate class of the customer. A transfer of service shall not be deemed an application for service by the Company unless the Company has reason to believe that the person requesting the transfer of service is not the original customer.

GENERAL:

How the Company's Service Can be Obtained.

Subject to the conditions of service stated in this Schedule, any Applicant can obtain gas service by first making an application, either orally, electronically or in writing, or by signing a contract in certain cases, for the particular class of service desired. Applicants for service shall provide Company up to two forms of accurate and verifiable positive identification. One form of identification shall be a government issued photo ID. The second form of identification may include a second government issued photo ID, social security number, driver license number, birth certificate,

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GENERAL: (continued)

How the Company's Service Can be Obtained. (continued)

immigration or naturalization documents, student identification, banking information, employment records, government benefit/compensation records, tax ID number, articles of incorporation, or business license. Approval or rejection of the application, including notification of the applicant, shall be accomplished within two business days after the date all required information is received. Absent any delays caused by construction or other equipment required for service activation, lack of access, damage or unsafe condition, or temporary unforeseen circumstances, Company shall activate service for a successful Applicant at the earliest possible date, but no later than seven (7) calendar days after approval of the application, unless the Applicant requests a later activation date. If through no fault of the Applicant, Company delays activation of service for two (2) or more calendar days after the later of 1) seven (7) calendar days after approval of an application, or 2) the requested date of the Applicant or within two (2) business days after the requested date if the Company is unable to accommodate the requested date, Company shall issue a credit to the new Customer's account equal to the monthly customer charge for that Customer pro-rated by the number of days of the delay beyond these requirements. Credit of an Applicant can be established in accordance with 83 Illinois Administrative Code Part 280 of the Illinois Commerce Commission. Except as otherwise stated in this Schedule, Applicants for service shall, at their own expense, equip their premises with such piping and other equipment as may be necessary for the utilization of the gas delivered by the Company.

*** Service to Which Rates Apply.**

The rates specified in this Schedule apply only to the use of gas of such form as is regularly furnished by the Company in the locality in which the premises to be served is situated, and apply only to the usual and regular supplying of gas

Selection of Rate.

The Company's rates as legally in effect are on file with the Illinois Commerce Commission and available for public inspection at any business office of the Company which is regularly open to the public. The Company will assist any Customer to determine the charges, conditions or use of service under any applicable rate. Where more than one rate is available for certain classes of service, the Company will assist in the selection of the rate most favorable for the Customer's requirements, but the Customer shall be responsible for the rate selection in any case.

Substitution of Rate.

The Customer may elect to transfer to another rate with like service selections at any time after any period of 12 months or more of continuous service under a rate. Each transfer shall be effective as provided for in the Tariff.

Assignment.

The benefits and obligations of the contract for service shall inure to and be binding upon the successors and assigns of the original parties thereto, respectively, for the full term thereof; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent and provided, further, that the successor shall execute and deliver to the Company an agreement assuming and agreeing to be bound by the original contract.

Agents Cannot Modify Agreement.

No agent has the authority to amend, modify or alter the contract for service or waive any of its conditions, or to bind the Company by making any promises or representations not contained therein.

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Terms and Conditions

(Continued From Sheet No. 34)

CONDITIONS OF SERVICE:

* **Equipment Furnished and Maintained by Customer.**

All gas utilization equipment (including but not limited to all piping, fixtures, fittings, detection systems, safety devices, and appliances) beyond the outlet side of the last meter or regulator of the Company used in delivering gas to the Customer shall be suitable for the purposes hereof and shall be installed, operated and maintained by the Customer at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

The Company has no responsibility for the design, installation, operation, maintenance, or condition of gas utilization equipment (including but not limited to all piping, fixtures, fittings, detection systems, safety devices, and appliances) beyond the outlet side of the last meter or regulator of the Company used in delivering gas to the Customer, and the Company shall have no liability or responsibility to any Customer, Occupant, or third party for any claims loss, injury, or damages whatsoever resulting therefrom or in connection therewith. The Company reserves the right to discontinue service if such equipment is in an unsatisfactory condition.

* **Utilization of Gas**

The Company shall not be responsible nor liable for gas beyond the outlet side of the last meter or regulator of the Company, and the Company shall not be liable for any loss, damage, or injury to any property or person, resulting directly or indirectly from, or on account of, any condition beyond the outlet side of the last meter or regulator of the Company. The Customer, having entire control of all gas utilization equipment beyond the outlet side of the last meter or regulator of the Company, is solely responsible for any leakage, waste, or theft of gas which may occur after it leaves the outlet side of the last meter or regulator of the Company.

When the Company has notice of a dangerous condition associated with the utilization of delivered gas, but does not have knowledge that the dangerous condition is present on the Customer's premises, the Company's duty, if any, to inform or warn of that condition shall be limited to and satisfied by the Company sending to the Customer a Safety Information Notice regarding the potential existence of the dangerous condition. The Customer is responsible for inspecting the Customer's premises for, identifying, and remedying any such dangerous condition warned of in the Safety Information Notice. The Company shall have no liability or responsibility for any claims, loss, injury, or damages whatsoever resulting from or in connection with any potentially dangerous condition warned of by the Company in the Safety Information Notice, including any potentially dangerous condition on the Customer's premises.

The Customer shall indemnify and save harmless Company from any and all loss or liability for damages, expenses, including reasonable attorney's fees, claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property related in any way to, or on account of the Customer's ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company.

Company's Property and Protection Thereof.

All meters, regulators, and other facilities placed on the Customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the Customer shall exercise reasonable care to protect such property from loss or damage.

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Terms and Conditions

(Continued From Sheet No. 35)

When, in the Company's judgement, it is determined that protective material or devices, including but not limited to the installation of bollards or guardrails, are necessary to prevent damage to a new or initial meter set installation, including because of a hazardous condition on the customer's premises, the Company shall install such protective material or device at the Customer's expense. When it is determined by the Company that protective material or devices are required to prevent damage to existing meters or other existing Company facilities from a hazardous condition, the Company will install such protective material or device or will relocate its meter, regulator and service line facilities at its expense

If in the Company's judgement, relocation of its facilities becomes necessary because of an identified existing pipeline safety condition caused by construction at a residential premises, the Company will relocate its meter, regulator and service line facilities to the extent deemed feasible by the Company at its expense. If in the Company's judgement, relocation of its facilities becomes necessary (i) due to an identified pipeline safety condition caused by the construction or change in operations of a commercial customer, or (ii) in light of proposed new construction at a residential or commercial premises, or (iii) when a residential or commercial customer requests relocation solely for their convenience, or (iv) where the Company's facilities at a residential or commercial customer's premises are located in an easement, lease, license, encroachment or equivalent property interest that was granted to the Company in writing, the Company will make such relocation, to the extent deemed feasible by the Company, at the Customer's expense.

In the case of any Customer's willful interference or refusal to cooperate with the Company's efforts to relocate its facilities due to an identified safety concern or to install protective material or devices, or in the case of any intentional damage by a customer to Company facilities or installed protective material, the Company shall have the right to discontinue gas service to the premises, including by shutting off the service valve to the meter, disconnecting the service line from the main, and/or removing the Company's facilities from the premises.

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Terms and Conditions

(Continued From Sheet No. 35.1)

The Company will charge a Customer for damages to the Company’s mains, steel service pipes and non-steel service pipes, regardless of size, based on the time and material necessary to make the repairs.

*** Excess Flow Valves**

In accordance with applicable law, Nicor Gas will install excess flow valves (EFV) to new single family residential, multifamily residences and commercial customers not using in excess of one-thousand (1,000) standard cubic feet per hour (SCFH) per service line. At the request of an existing customer not using in excess of 1,000 SCFH per service line, and in accordance with applicable law the Company may install an EFV or equivalent equipment, as determined in the Company’s sole discretion, for interrupting the flow of gas.

Landlord's Consent.

In case the Applicant or Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Applicant or Customer shall obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all piping, or other gas equipment required for the supplying of gas to the Applicant or Customer.

Landlord/Property Management Agreements.

Company may, by prearrangement with a landlord/property manager, place service for a premises on a going forward basis in the name of the landlord/property manager and continue service to the premises when a tenant who had utility service in the tenant’s name vacates the premises and there is no customer of record. The Company and the landlord/property manager shall agree in writing to provisions of the prearrangement, such written prearrangement to be substantially in the form of the agreement identified on Sheet Nos. 55.1 and 55.2 of this rate schedule. The Company shall provide notification to the landlord/property manager within two (2) business days each time the Company places service to a premises in the landlord/property manager’s responsibility.

Access to Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing, maintaining, removing, modifying, or disconnecting the Company's meters or other property. Customer’s failure to provide access to the premises may lead to the disconnection of service or other legal action.

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Terms and Conditions

(Continued From Sheet No. 35.5)

Interfering Equipment.

Whenever any of the Customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines has characteristics which will cause interference with service to any other Customer, interfere with proper metering or adversely impact the Company's transmission or distribution system operation, suitable facilities and system improvements shall be provided at the Customer's expense to preclude such interference. Customer may pay for such improvement in one payment or by monthly installments. In the event the Company must purchase incremental services from interstate pipelines to service the Customer, the Customer shall pay for such incremental service on a monthly basis. The Customer may agree to reduced service levels to minimize such charges. Any agreement relating to charges to be billed pursuant to this provision or an agreed reduction in service level shall be submitted to the Illinois Commerce Commission for informational purposes on a confidential basis as provided by 83 Illinois Administrative Code Part 335 – Confidential Contracts.

Use of Gas for Testing.

The Company may authorize the Customer to use gas in excess of the Customer's Maximum Daily Contract Quantity (MDCQ) for the purpose of testing equipment not previously served by the Company. The amount of gas to be used for such testing and the period or periods of such use shall be subject to prior written approval of the Company. The increased demand so occasioned shall not be taken into account in the determination of the Customer's MDCQ.

*** Charges for Altering or Tampering With Company Facilities.**

Tampering with the Company's pipes, meters, wires, or other service equipment, including but not limited to the self-restoration of gas service, is illegal and prohibited. When the Company has reason to suspect that tampering has occurred, it shall: 1) promptly investigate the suspected tampering; 2) once the Company has proof of tampering, report to the Customer the details of the investigation; and 3) once the condition becomes known to the Company, take the necessary steps to correct the condition and issue a corrected bill without delay for the estimated amount of gas received by the Customer not otherwise measured and billed. If the Company has determined that the person benefitting from the tampering was either directly or indirectly responsible for the tampering, the Company will also promptly bill the Customer for material, labor, clerical and transportation expenses, with associated overheads of fringe benefits, direct supervision and taxes on labor, and stores charges on materials, incurred in replacing or repairing the meter and related facilities and preparing the bill.

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Terms and Conditions

(Continued From Sheet No. 36)

* When the Company has evidence proving the unauthorized use or tampering of non-residential service, Company may disconnect service to the tampering Customer until: 1) the Customer or the Company removes the facilities that allow the Customer to use service without paying for it, and 2) Customer pays for the unauthorized use. The Company will determine the amount of unauthorized usage and provide a bill to the customer without delay. If Company removes the facilities, Customer must pay the costs associated with the work prior to reconnection of service.

* **Illegal Taps.**

When, within thirty (30) days of receipt of a bill, a Customer alleges that the level of consumption is unreasonably high, the Company will investigate the allegation to determine the reason and whether the consumption is caused by an illegal tap or diversion of service. Subject to the reasonableness of accessibility and visibility of Customer's or a third-party's gas piping, should the Company's investigation determine that a tap has been constructed on Customer's piping, Company shall inform Customer, attempt to determine the benefitting party, and instruct that the tap be immediately removed. The Customer whose pipes were tapped shall be rebilled on the basis of their newly established usage pattern, or Company criteria for estimated billing, whichever is appropriate.

If Company determines that the benefitting third-party is also a customer of the Company, Company shall bill such third-party's account for the excess usage. If benefitting party is known but not a customer, Company shall bill the third-party for the excess used plus all related expenses incurred by Company using its procedures for the billing of unauthorized utility service. If Company cannot determine the identity of the benefitting third-party, Company may recover the dollar amount of the excess usage and related expenses from its bad debt account.

Natural Gas Used as a Motor Vehicle Fuel.

The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

Escaping Gas.

The Customer shall immediately give notice to the Company of any gas escaping in or about the premises.

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Terms and Conditions

(Continued From Sheet No. 36.1)

BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS:

Deferred Payment Arrangement (DPA)

A residential customer owing a past due amount shall be eligible for a Deferred Payment Arrangement (DPA), consisting of a down payment amount followed by subsequent installment payments, as long as the customer has not failed to complete a previous DPA in the past twelve (12) months. In addition, at any time a customer's account balance is brought to current status, the Company shall consider all previous DPAs completed.

The terms of the DPA shall be in accordance with the terms listed in the 83 Ill. Adm. Code Sec. 280.120 and shall only include amounts owed for utility service for which Customer is subject to disconnection. A residential Low-Income customer shall be entitled to more favorable DPA terms under 83 Ill. Adm. Code Sec. 280.125, including but not limited to, a lower down payment amount and a longer payment term. Company shall consider the DPA in default when Customer fails to pay the full amount of the installment and current bill amount by the second day after the due date of the bill, at which time, Company may resume collection activities.

Customer may reinstate a defaulted DPA by paying the required amount of the DPA installments owing up to that date on the DPA, including all past due amounts that were not included in the original DPA amount; however, Company is not obligated to reinstate a defaulted DPA once it has disconnected service.

*** Deposits and Establishment of Credit.**

An Applicant for gas service or a Customer of the Company will be extended credit in accordance with rules and regulations in 83 Ill. Adm. Code (the "Code") Part 280. The Company may require an Applicant or Customer to pay a deposit at any time to secure the prompt payment of bills in accordance with Sections 280.40 and 280.45 of the Code. The amount of any deposit made for the purpose of establishing credit will be collected, adjusted and refunded in compliance with the Small Business Utility Deposit Relief Act [220 ILCS 35], Part 280, and any applicable variances.

A deposit may be assessed to a residential Applicant or Customer if 1) the Applicant was previously disconnected for non-payment of bills for the same class and type of service, 2) Applicant failed to pay a final bill for the same class of service, 3) Payment Avoidance by Location conditions exist for the Applicant as described in Section 280.210 of the Code, 4) the Company has proof of tampering that benefited the Applicant or Customer, or 5) other conditions for which a deposit may be assessed apply as described below. The determination of any deposit for the purpose of establishing credit for residential service may also be based on the Applicant's credit score provided by recognized credit agencies. The Company may request a deposit from the Applicant for residential service if the Applicant's credit score does not meet the Company's predetermined minimum credit score. A credit score shall not be used to determine a deposit for an Applicant for residential service that provides proof of identity fraud. The Company will provide, by confirming letter, the toll-free telephone number and contact information of the appropriate credit agency to any customer that is billed a deposit based on the customer's credit score.

Effective September 15, 2021, the Company shall not, except in cases of Tampering, assess a deposit to a low income customer while he/she is qualified as a Low Income Customer as defined under the Definitions section of these Terms and Conditions applicable to Deposits and Establishment of Credit.

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Terms and Conditions

(Continued From Sheet No. 37)

BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS: (continued)

- * An existing residential or non-residential Customer who pays late on four (4) or more occurrences in any twelve (12) consecutive billing periods and has an undisputed past due balance that has remained unpaid for over 30 days beyond the due date, shall be billed a deposit. Customers who are off-for-nonpayment and who are applying for service shall be billed a deposit.
- * An Applicant requesting non-residential service will be initially reviewed for deposit assessment based on the records of the Company, or in the alternative, 1) a credit score if applicable, or 2) the validation of a valid business entity. If no records or alternatives exist, the Applicant may pay the assessed deposit or provide acceptable credit references from a current electric or gas utility, and on their respective utility company's letterhead, a signed letter specifically noting the Applicant's demonstration of the following; (i) no disconnection of service in the past twelve (12) months, (ii) not more than one (1) returned payment in the past twelve (12) months, and (iii) an indication that a final bill, if rendered, was paid in full. In addition, an Applicant for non-residential service may obtain service by providing either an irrevocable letter of credit or a surety bond from a financial institution or an insurance company that the Company, in its own judgement, ascertains to be financially stable.
- * Non-residential Customers served under Rates 6, 7, 76 and 77, that are not Small Business customers, may be required to pay a deposit for indications of financial insecurity. Company shall determine a customer's financial insecurity on the basis of any one or more of the following conditions; (i) Customer defaults in its payment obligation to Company and Customer fails to remedy such default within fourteen (14) calendar days; (ii) Customer pays late on four (4) or more occurrences in any twelve (12) consecutive billing periods; (iii) Customer files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (iv) Customer's senior unsecured debt rating or if not available, its issuer or corporate credit rating is determined to be lower than (a) Baa3 from Moody's Investor Service Inc. (Moody's), or its successor, or (b) BBB- from Standard and Poor's (S&P), a division of the McGraw Hill Companies, Inc., or its successor; or (v) in a situation in which neither a Moody's nor an S&P's rating is available for such Customer, other financial information from a national financial credit reporting agency or other business specializing in commercial credit data will be utilized for evaluation; or (vi) Customer otherwise becomes bankrupt or insolvent. In cases where a deposit is assessed for indications of financial insecurity, the Company will hold such deposit for at least one year from the date it was paid in full, at which time the information used to assess the deposit will be updated with current data to determine if the deposit remains necessary.

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Terms and Conditions

(Continued From Sheet No. 37.1)

BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS: (continued)

* **Late Payment Charges.**

Except as otherwise specified below, and subject to the requirements set forth in the Final Order of the Illinois Commerce Commission in Docket No. 20-0309, dated June 18, 2020, the stated charges shall be payable within 21 days after the date they are sent for residential customers and within 14 days after such date for non-residential customers, and late payment charges shall be assessed on any undisputed amounts unpaid for more than two (2) days after the due date.

Late fees for units of State government shall either be 1) assessed according to the State Prompt Payment Act [30 ILCS 540], or 2) waived. Federal, County, and City Governments, including public schools, will be allowed 45 days, but no late payment charge will be assessed. Churches and other premises used solely for religious purposes, hospitals, and charitable institutions, including parochial schools, supported wholly or in part by voluntary contributions, and private schools will be allowed a payment period of 45 days.

Customers regularly operating five or more premises having multiple billing dates may, upon written request to the Company, have a single day in each month designated for the payment of bills for all such premises, such day to be selected by the Company. The stated charges of all such bills shall be payable if payment is made on or before such day and late payment charges shall be assessed thereafter.

At its option the Company may (for (1) through (3) below), and shall (for (4) and (5) below) extend the due date for bills to residential customers living on a limited fixed income who demonstrate difficulty in paying their bills. This extension will only be applied to a permanent address at a home or apartment. To qualify for consideration for an extended due date the customer must be the head of household and subject to one of the following:

- (1) Age 65 or over and retired.
- (2) Age 62 or over, retired and receiving Social Security income.
- (3) Disabled and receiving benefits from Supplemental Security Income or other similar program.
- (4) Regardless of age, collecting unemployment benefits from the State Unemployment Insurance Agency.
- (5) Regardless of age, collecting Aid to Families with Dependent Children; Aid to the Aged, Blind and Disabled; benefits from General Assistance or Supplementary Security Income; payments as primary source of income from Social Security or Veterans Administration benefits; survivor benefits under Social Security.

When the last day of any normal payment period falls on Saturday, Sunday, or a legal holiday, such period will automatically be extended to include the first full business day following.

The late payment charge shall be one and one-half (1-1/2) percent per month of any undisputed amounts remaining unpaid for more than two days after the due date on the bill. Unless authorized by statute, late payment charges shall not be assessed on any amount billed which is not for utility service. Late fees may be assessed on undisputed overdue budget installment amounts owing on a budget plan when there is a deficit credit balance in the account as an alternative to termination of a budget payment plan.

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Terms and Conditions

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BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS: (continued)

Late Payment Charges. (continued)

A Customer shall be deemed to have paid on time when a customer mails payment of the full amount of a bill for service, and such payment is received at the Company's office not more than two full business days after the due date printed on the bill.

Where the Customer disputes any bill within the normal payment period, the Company will accept payment in full of such bill without late payment charges if payment is made within 14 days after resolution of the dispute.

The Company shall not assess a late payment charge to a residential low income customer while he/she is qualified as a Low Income Customer.

Late payment charges shall not continue to be assessed for a final bill which has been outstanding for more than six (6) months.

* **Interest on Refunds and Credit Balances.**

All refunds and credits due to utility billing error shall be accompanied with interest calculated at the rates set by the Commission for customer deposits. Interest shall accumulate starting thirty (30) days after the date the actual money comprising the overpayment is received by the Company until the date the Company issues a refund or credit to the customer's account. Credit balances accumulated on an active Budget Payment Plan shall not be subject to such interest credit amount unless the Budget Payment Plan is cancelled while a credit balance remains. Interest shall accumulate from the date of the Budget Payment Plan cancellation until the credit is refunded or consumed by future billing.

Medical Certificate and Medical Payment Arrangement (MPA).

Company shall accept written certification (though initial certification may be by telephone) in the form of a Medical Certification by a licensed physician or local board of health and such certification shall temporarily prohibit the disconnection of residential utility service at Customer's premises for sixty (60) days. On the basis of a certified medical necessity, Customer shall also have the opportunity to retire past due amounts by periodic installments under an automatic Medical Payment Arrangement commencing after thirty (30) days.

Payment Avoidance by Location (PAL)

Payment Avoidance by Location or PAL occurs when Company receives a new application for utility service at a service location and a former Customer who was disconnected for non-payment at the same service location still resides at the service address and the Company has proof the new Applicant for service also resided at the service location during the time the previous Customer's debt accrued. PAL shall not include new owners and/or new tenants at a service location. Company shall have verifiable evidence that a PAL condition exists. When a verifiable PAL condition exists, Company may require the new Applicant to pay a deposit in full prior to service equal to one-third (1/3) of the estimated annual charges for the premises.

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*** Bill Inserts.**

Bill inserts shall be delivered to the Customer in the same manner that the Customer has elected to receive their monthly utility bill from the Company. For customers electing to have their monthly utility bill delivered via access to the Company's website, bill inserts will be provided via notification with a link to the bill insert location.

Right to Discontinue Service.

The Company shall have the right to discontinue its gas service to the Customer on due notice and to remove its property from the Customer's premises upon failure of the Customer to establish credit or adjust their cash deposit, or for the following reasons as provided in 83 Illinois Administrative Code Part 280, non-payment of a past due bill, non-payment of a deposit, non-payment of a deposit resulting from a valid Payment Avoidance by Location, failure to provide access in a multi-metered premises, failure to provide access to Company facilities after (4) four attempts, Occupant usage without a valid customer of record, theft of service or tampering, unsafe conditions, cooperation with civil authorities, non-compliance with an order of the Commission, and non-compliance with any Commission approved rules which authorize Company to disconnect service, or in cases where the Customer fails to comply with, or perform, any of the conditions or obligations hereof.

A Customer's service so discontinued shall be reconnected after the Customer has made settlement for their bills in arrears or has, to the Company's satisfaction, complied with or performed such other conditions or obligations hereof which were in default, as the case may be, and has paid a service disconnection and reconnection charge as hereinafter provided.

*** Service Disconnection and Reconnection Charge.**

When the Company discontinues service for cause, as specified above, by means of disconnecting the service line from the main and/or removing the meter, the Customer shall be responsible for the expenses, including material, labor, clerical and transportation, with associated overheads for fringe benefits, direct supervision and taxes on material and labor, incurred in the discontinuation of service for cause by such means and, if service is subsequently resumed for the same Customer, the Customer shall be responsible for all of these same expenses incurred to replace the service line and/or meter.

When the Company discontinues service for a cause, as specified above, by means of turning off the service valve on the meter, the Customer will not be responsible for a disconnection charge, but only will be reconnected without charge once each calendar year. For each subsequent reconnection of service in any calendar year following disconnection for cause by such means, the Customer shall pay an additional charge of \$90.00 subject to the requirements set forth in the Final Order in Docket No. 20-0309. For Customers whose service is turned off at their request by such means, reinstatement of service within 12 months at the same location shall be provided at a charge of \$90.00, plus the monthly charges applicable to the period during which service was turned off, including but not limited to, applicable Riders 1, 2, 7, 26, 32, and 39, Customer Charge, Administrative, Demand, Recording Device and Gas Supply Cost charges as applicable under the rate and riders under which the Customer is served.

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Payment by Invalid Check.

A charge of \$16.00 will be assessed on a Customer who pays by a check or any other negotiable instrument which is not honored and returned to the Company for the following reasons: (a) Not Sufficient Funds; (b) account closed; or (c) any other reason except error of the financial institution or Company. Company shall notify Customer when Company no longer accepts a specific form or method of payment as a result of Customer's returned payment.

* **Monthly Billing and Bimonthly Meter Reading.**

For the purposes of this Schedule the terms "month" or "monthly" shall mean the period between any two consecutive regular bills issued as nearly as practicable at 30-day intervals. Company shall not bill Customer for utility service in advance without prior authorization from the Customer. Billing to large, non-residential customers, who are subject to disconnection or payment of a deposit, may be rendered more frequently than monthly when agreed to by the Company and Customer.

The Company shall prepare and issue a bill for service on a monthly basis.

Estimated Meter Readings for Billing. When necessary or specifically applicable under Company's Schedule of Rates, Company shall compute an estimate of the Customer's meter reading based on customer-specific baseload and heating degree-day (HDD) sensitive parameters and the resulting estimate shall be based on the number of days and HDD's in the bill period. Company may then further refine the estimated meter reading for billing purposes by the application of a seasonal adjustment factor derived through the analysis of actual meter readings of similarly-situated customers.

Estimate of Gas Delivered.

In cases where Company is unable to take a regular meter reading or in alternate months for customers served under applicable rates, Company shall make an estimate of the volume of gas delivered for billing purposes based upon the use of gas at the premises in previous billing periods and reflective of the effects of weather measured in Degree Days as determined using the formula below.

$$EVGD = ((HDD^{BP} \times HUF) + (D^{BP} \times (BL / 30 \text{ days})) \times SAF)$$

Where:

EVGD = Estimated Volume of Gas Delivered, in CCF, during the billing period.

HDD^{BP} = Heating degree-days in the billing period.

HUF = Heat Use Factor is premises based and calculated using historical meter reading data over a specified period and recorded in Company's customer information and billing systems. The HUF shall be equal to the CCF of usage in a specified period, less the baseload volume in CCF used during the same period, divided by the of HDDs in the specified

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* **Estimate of Gas Delivered** (continued).

period. Where there is no historical meter reading data for the customer or premises, the customer's HUF will be computed using system average factors until usage history has been established. The HUF shall not be less than zero (0).

D^{BP} = Days in the billing period.

BL = Baseload calculated for the premises using an average of monthly usage with the fewest degree days, adjusted to a thirty (30) day basis. Baseload (BL) shall not be less than zero (0).

SAF = Seasonal Adjustment Factor is an adjustment factor derived by analyzing the usage of similarly-situated customers billed using actual meter readings to determine the volume of gas delivered had the volume of gas used been estimated. A similarly-situated customer is one that shares certain characteristics including customer class.

Budget Payment Plan.

Budget Payment Plan is intended to reduce fluctuations in the amount a customer must pay in each billing cycle. The Customer agrees to pay an amount for each billing cycle that is based upon the amount the Company expects the Customer to be billed for an entire year divided by the number of billing cycles in the year. The amount may be adjusted to accommodate changes in the price of gas and changes in the usage pattern by the Customer, and to ensure that significant shortfalls and credits do not accrue.

The Budget Payment Plan is available to residential customers and small-business customers defined as an Illinois business with fifty (50) or less full time employees in Illinois. Nothing shall prevent the Company from offering a Budget Payment Plan to non-residential customers that are not small businesses. Upon inquiry from the Customer, the Company shall calculate and advise the Customer what the projected Budget Payment Plan amount will be for the Customer's account. If the Customer accepts the offer to enroll in budget billing, the Company shall begin the plan for the Customer's account. A Customer whose account balance is current may enroll in a budget payment plan at any time of the year. To be eligible for the Budget Payment Plan, a Customer owing a past due amount must either pay the entire past due amount or enter into a Deferred Payment Arrangement (DPA) with Company to retire the past due debt.

Approximately every four (4) months the Company will evaluate the Customer's account and may adjust the Customer's monthly payment amount for changes in the Customer's pattern of usage and/or the price of gas. If the Budget Payment Plan amount must be altered, the Company shall notify the Customer of the change in writing, such notification to be either included in the bill statement or by separate delivery.

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* **Budget Payment Plan** (continued).

No late payment charge shall be assessed on a Budget Payment Plan unless there is an overall budget deficit in an account when the late payment occurs. The late payment charge shall be computed on the late installment only, not on the accumulated budget deficit in the account.

A customer may cancel a Budget Payment Plan at any time. The Company may cancel the Customer's Budget Payment Plan when the Customer either submits a payment that is less than the full Budget Payment Plan amount or the Customer's payment is twenty-one (21) days in arrears. A late payment charge may be assessed on undisputed budget installments amounts owed on the Budget Payment Plan as an alternative to termination of participation in the plan. Any shortfall amount owed to the Company at the time of cancelation shall be included and payable as current charges on the next bill statement. Any credit amount owing to the Customer at the time of cancelation shall appear as a credit on the next bill statement. After the issuance of that bill statement, the provisions of Section 280.110 – Refunds and Credits, shall apply to the credit balance.

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Terms and Conditions

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EXTENSION OF DISTRIBUTION SYSTEM:

* **Gas Main Extension.**

The Company will extend its gas main along a street, highway, or other right-of-way to a point adjacent to the property line of any Customer, or improved lots within a subdivision, subject to the following conditions and to the special rules for gas main extensions and service pipe installations set forth elsewhere in these terms and conditions:

(a) **Deposits.**

The Customer may be required to deposit with the Company, in advance, an amount of money equal to the Company's estimated cost of the required extension, computed at the Company's estimated average cost for the current year, minus the estimated average cost of an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be. Where two or more Customers are to be served from the extension, the total amount to be deposited may be apportioned among the number of Customers.

Where an extension of main is required for service to lots under development within a subdivision, the Subdivider may be required to deposit with the Company, in advance, an amount of money equal to the Company's estimated cost of the required extension computed at the Company's estimated average cost for the current year. In such cases, the Subdivider shall grant or cause to be granted to the Company the right for the installation, operation and maintenance of the gas main and any related facilities.

(b) **Refunds.**

The Company shall make refunds, not to exceed the amount of the original deposit, for a period not to exceed 120 months from the date the required extension is completed, by paying to the depositor or depositors an amount equal to the Company's estimated cost, at the time of the original deposit, of constructing an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be, for each additional Customer who connects and takes service from or through the original extension.

Refunds for the connection of additional Customers shall be payable once a year when a review is made by the Company or upon notification from a depositor that a qualified Customer is receiving service and upon confirmation by the Company. In the case of two or more depositors, the refund on account of an additional Customer may be apportioned among the depositors. The Company shall cease to make refunds at the expiration of the 10-year period and if there is any portion of the deposit then unrefunded it shall be retained by the Company.

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(c) General.

Facilities will not be provided hereunder for any uneconomic extension, temporary business or business of doubtful permanency. For the purposes hereof, the term "uneconomic" shall mean any case where expected revenues make it doubtful that a reasonable return would be derived from the required investment. In such cases, the Customer or Subdivider may provide an additional deposit, over and above that provided for above, to make the required extension economic, as determined by the Company; provided, however, that this section shall not operate to deprive any Customer of their right to 100 feet of low pressure main, or 200 feet of high pressure main, as the case may be.

The above provisions are effective in lieu of those contained in Section 501.600, sub-paragraph (c)(1)(C), and Section 501.610 sub-paragraph (b)(1)(C), of the Illinois Commerce Commission's 83 Illinois Administrative Code.

*** Gas Service Pipe.**

The Company will furnish, install, own and maintain a gas service pipe from its main, located adjacent to the Customer's premises to the nearest mutually agreeable point of gas delivery adjacent to the Customer's building or, in the case of indoor meters in accordance with 83 Illinois Administrative Code Section 501.110 subparagraph (b), immediately within the Customer's building. The service pipe installation shall be subject to the following provisions and to the special rules for gas main extensions and gas service pipe installations set forth elsewhere in these terms and conditions:

- (a) For residential and small non-residential Customers (Meter Class A.), for firm gas service, the Company will install, at its expense, the service pipe between the Company's main and the Customer's property line, and up to 60 feet of service pipe located on the Customer's premises. Any additional service pipe required on the Customer's premises will be installed by the Company at the Company's estimated average installed cost per foot or time and material (T&M) required, as shown below:

Pipe Size	Charges Per Foot			
	First 60 Feet	Next 90 Feet	Next 200 Feet	All Over 350 Feet
All 1/2 inch PE	No Charge	\$ 5.89	\$ 4.71	T&M
1 inch PE (Residential)	No Charge	\$ 8.09	\$ 5.55	T&M
1 inch PE (Non-Residential)	No Charge	\$ 12.28	\$ 8.03	T&M
All 2 inch PE	No Charge	\$ 29.31	T&M	T&M
All Steel	No Charge	T&M	T&M	T&M

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For services larger than 2 inches and for 2 inch steel services, charges will be computed based on time and material required for the portion over 60 feet.

- * The Company will install up to 350 feet of gas service pipe without charge on the premises of not-for-profit schools, colleges, universities, hospitals, churches and other premises used solely for religious purposes, and governmental agencies, provided that the gas service supplied by the Company is used for substantially all space heating requirements of such customers. For services longer than 350 feet, charges will be computed based on time and material required for the portion over 350 feet.
- (b) For all non-residential Customers with a meter class other than A, the Company will analyze the project's estimated cost and revenue to determine if it provides an adequate return. If it is determined by the Company that said project will not provide an adequate return, Customer may be required to pay, in advance, an amount adequate to meet such return.
- (c) For temporary service, the Customer shall pay the Company's cost of installing and removing the entire service pipe.
- (d) The Customer shall pay for any estimated additional construction expense occasioned by any abnormal obstruction.
- (e) If a change in the point of delivery or location of the service pipe is requested by the Customer and approved by the Company, the change will be made by the Company at the Customer's expense.
- (f) If the service pipe becomes inadequate to supply increases in the Customer's firm gas load and the cost of enlarging the service pipe is justified by increased revenue from the Customer, the Company will enlarge the service pipe at its expense. Any such enlargement of service pipe for temporary gas load will be made by the Company at the Customer's expense.

*** Temporary Gas Service.**

When the Customer will make only temporary use of gas service, the Customer shall pay to the Company in advance the estimated cost to the Company of furnishing, installing, and removing such facilities as the Company may provide for such temporary service.

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Terms and Conditions

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Special Rules for Gas Main Extensions and Service Pipe Installations.

In addition to the conditions and provisions set forth above, the following special rules for gas main extensions and gas service pipe installations shall apply:

- (1) The subdivider, developer, or property owner(s) at their cost shall furnish the Company with the following:
 - (A) preliminary approved plats and title restrictions or covenants;
 - (B) preliminary approved site or plot plans showing locations of all existing and proposed buildings, water mains, sewer tiles, paved areas, and any other obstacles that are or will be below grade. The preliminary approved site or plot should also include the preliminary approved lot numbering system and preliminary approved apartment numbers, where applicable; and
 - (C) all easements as the Company may require, and in a form acceptable to the Company, for the installation, operation and maintenance of its facilities.

- (2) The Company will not begin installation of facilities until agreements between the Company and the affected subdivider, developer, or property owner(s) setting forth the obligations and liabilities of the parties have been obtained. The agreements shall include the Company's estimates of all payments, reimbursements, and deposits, if any, to be made by the subdivider, developer, or property owner(s) and timing to complete the installation. Arrangements satisfactory to the Company with regard to payments, reimbursements, and deposits, if any, shall be made prior to the commencement of the installation of such facilities. The arrangements can include, but are not limited to, payment of estimates in advance of the installation, minimum monthly contributions, and credit or collateral agreements.

- (3) Before the Company begins to install its facilities, the subdivider, developer, or property owner(s) at their cost shall:
 - (A) remove obstructions caused by the subdivider, developer or property owner(s) from the Company's gas main construction route and from the area to be used for installation of gas services and to provide access to the area for the Company's equipment;
 - (B) provide visible lot pins or stakes in all lot corners adjacent to the easement areas at such intervals as may be designated by the Company;
 - (C) provide grades for the construction area which shall not be more than four inches above or below the final grade;
 - * (D) notify the Company sufficiently in advance of construction to permit proper coordination of construction with other utilities involved; and
 - (E) install sleeves for mains at road crossings according to the Company's construction specifications.

- (4) In the event of a change in grade levels, buildings, structures, foundations, walls, or other changes that would affect the cover of gas mains or services, the subdivider, developer or property owner(s) shall notify the Company prior to the change and shall pay the Company its cost of moving or replacing its facilities to accommodate the change.

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- (5) The point of delivery to each premises shall be approved by the Company. The subdivider, developer or property owner(s) shall be responsible for the installation, maintenance, and replacement at their cost of all facilities on the Customer's side of the meter.
- (6) If costs are incurred by the Company over and above the estimate for reasonable installation costs, the subdivider, developer, or property owner(s) shall pay to the Company the additional costs. Such additional costs may be attributable to, but not be limited to, the following causes:
- (A) Engineering, rock excavation or boring, tree clearing, inaccessible terrain, safety or legal problems, obstructions and hindrances, including those caused by crossing streets and alleys.
 - (B) Rearrangement of facilities caused by subdivider, developer, or property owner(s), facilities of other utilities wheresoever located, or Customer's requirements for gas distribution systems which are different or more elaborate than the Company's standard distribution system.
- (7) For new installations, the trench backfill shall consist of the original soil. When the Company performs maintenance and repair work in existing areas, the Company shall replace and repair the lawn to as near the original state as possible after work has been completed.
- * (8) Due to winter construction conditions and their attendant costs, the Company may not always be able to perform gas main construction work during the period from November 15 through March 15 as efficiently as it would during other times of the year. If the Company is scheduled to perform or is in the process of performing gas main construction work at the request of a Customer/Subdivider during this period and encounters winter construction conditions that demonstrably increase the Company's costs to perform such work while such conditions persist, the Company may notify the Customer/Subdivider of such conditions and provide the Customer/Subdivider an option to request in writing that the Company undertake or continue such work while such conditions persist. If, but only if, the Customer/Subdivider provides the Company a written request to undertake or continue such work while such winter construction conditions persist and the Company determines it is able to safely perform such construction work during this time period, the Customer/Subdivider shall pay the Company for the estimated fully distributed cost of the incremental activities required to perform such work while such winter construction conditions persist. If, under such circumstances, the Customer/Subdivider does not provide the Company with a written request to undertake or continue such work while winter construction conditions persist, the Company may elect to delay or suspend such work until the winter construction conditions have abated. The estimated cost of such incremental activities shall not be taken into account by the Company in the calculation of any deposit and the payment of such charges by the Customer/Subdivider to the Company shall not be subject to refund. Winter construction conditions may include, but are not limited to, frost, freezing and thawing, snow conditions and adverse temperatures, and the incremental activities that may result in increased costs to the Company under such conditions may include, but are not limited to, incremental transportation and labor expenses, incremental or premium charges from contractors and vendors and other categories of construction expenses that tend to increase as a consequence of winter construction conditions.

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- (9) If, at the written request of the Customer/Subdivider, the Company is able to perform boring to install gas mains under obstructions which were not removed according to Section (3) (A) above, the Customer/Subdivider shall pay the Company for the fully distributed cost of any such boring activities. Such boring expenses shall not be taken into account by the Company in the calculation of any deposit and the payment of such boring expenses by the Customer/Subdivider to the Company shall not be subject to refund. Obstructions may include, but are not limited to, un-sleeved road crossings or driveway aprons, landscaped parkways or other landscaping, fences, gates, walls, ponds, streams, parking lots and other physical or temporary structures or obstructions.
- (10) If, at the written request of the Customer/Subdivider, the Company is able to perform construction work outside of normal business hours, the Customer/Subdivider shall pay the Company for the estimated fully distributed cost to perform such construction work outside of normal working hours. Such incremental construction expenses shall not be taken into account by the Company in the calculation of any deposit and the payment of such charges by the Customer/Subdivider to the Company shall not be subject to refund.

* **Metering.**

The Company will furnish, install, and maintain all metering equipment necessary for measuring and billing the gas supplied. Measurements resulting from or generated automatically by the Company's metering equipment, shall not provide notice to the Company or otherwise constitute actual or constructive knowledge on the part of the Company, that a dangerous condition is present on a Customer's premises.

The gas service supplied to the Customer under any rate shall be measured at a single point of delivery. Unless otherwise specified by the rate, where more than one point of delivery is required by the Customer, each point will be metered separately and billed as a separate account. A point of delivery is the outlet side of the metering installation on the Customer's premises.

The Customer shall provide a suitable space for the metering equipment which shall be readily accessible to employees of the Company for reading, testing, inspecting, or exchanging such metering equipment, and, when required, shall maintain a temperature of not less than 40° Fahrenheit in such space. Customer shall also permit Company access to Customer telephone lines for purpose of telemetering Customer's gas usage.

Meter tests and any billing adjustment for metering error shall be made in accordance with 83 Illinois Administrative Code Part 501.

Customer Payment for Additional or Revised Facilities.

When, for existing non-residential Customers, additional or revised mains or other facilities (excluding service, meter, and regulator) are required to accommodate additional gas loads in excess of 50 therms per hour, the Company will make such changes or revisions, but will charge the Customer for that portion of the costs, exceeding 200 feet of free main, which is not economically feasible. The cost shall be considered not economically feasible where expected incremental revenues make it doubtful that a reasonable return, defined as being the rate of return allowed in the Company's most recent rate order, will be delivered from the required investment. In such cases, the Customer will provide a contribution, deposit, or some other form of contractual agreement, subject to Company approval, to make the required additional or revised facilities economically feasible.

When additional or revised mains or other facilities are required solely to accommodate requests for pressure higher than available and for the Customer's convenience, the Company may make such revisions at the Customer's expense, subject to operating considerations and economically available alternatives.

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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. The furnishing of gas from metering facilities to an adjacent property or parcel under separate ownership is prohibited.

*** High Pressure Gas Service.**

Gas is normally supplied by the Company from a main or service regulator. The company shall not provide service to any customer at a pressure, as measured at the outlet of the meter used to measure the customer's gas consumption, of less than 4 inches of water column or no more than 12 inches of water column except when customer requested a higher delivery pressure. Two pounds per square inch gauge pressure (2 PSIG), is available up to 1,500 CFH, if required, and where adequate pressure is available at the service regulator. In the Mississippi River District, gas is normally supplied at approximately two (2) pounds per square inch gauge pressure (2 PSIG).

The Company will provide gas at high pressure, where adequate high pressure is available, to non-residential Customers whose load exceeds 1,000 cubic feet 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 used by the Company.

For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of 12 inches of water column shall be corrected to a basis of one-fourth (1/4) pound (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, including any indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, production, revenues, profits, or goodwill, even if advised of the possibility of the same.

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*** Limitations on the Rendering of Gas Service.**

In the event of a gas shortage or an interruption in the Company's gas supply for any reason, the Company shall be entitled: (1) to curtail deliveries of gas to any commercial or industrial Customer, whenever in its judgment such curtailment shall be necessary for the maintenance of gas service to the Company's residential and small commercial Customers; and (2) to allocate available gas supply among some or all of its remaining Customers, whenever in its judgment such supply shall be inadequate to provide gas service to all of such Customers in addition to its residential and small commercial Customers. In effecting any such curtailment or allocation of deliveries, the Company shall first curtail or discontinue the supply of gas to such Customers as commonly use large quantities of gas and are not engaged in an activity essential to health or safety, and where the gas not delivered can conveniently and readily be utilized by the Company to reduce any deficiency in the gas supply to its other Customers. The Company shall not be liable for any damage whatsoever by reason of any such curtailment or discontinuance or because of any shortness of advance notice given directing such curtailment or discontinuance.

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TRANSPORTATION AND STORAGE PROVISIONS:

Applicability.

Transportation and Storage Provisions applicable to Customers and Suppliers served under Rates 74, 75, 76, and 77 and Riders 13, 15, 16, 25 and 34.

*** Initial Selection of Transportation Services.**

Customers currently served on a sales service rate can select service under the provisions of Rider 25, Firm Transportation Service at any time prior to the conclusion of Docket No. 20-0606, which will prevent new entrants to Rider 25, Firm Transportation Service, as of the effective date of this tariff sheet.

Customers selecting a transportation service rate (Rates 74, 75, 76 and 77) or switching from a sales service rate to a transportation service rate must first have either 1) an appropriate telephone line installed as specified in the Rate, or 2) an existing metering location capable of receiving daily uninterrupted wireless communications, as a condition of service. Such contract shall be for service at a single premises or for an existing group of transportation Customers served under Rider 25, Firm Transportation Service. The contract shall specify an initial Storage Banking Service of 30 times the Customer's Maximum Daily Contract Quantity. Customers may stipulate a Firm Backup Service level, which shall not be reduced for a period of 12 months. As of May 1, 2023, Firm Backup Service will no longer be offered.

Upon the acceptance of a properly executed contract, the Company may install a daily usage recording device. For requests between May 1 and September 30, the Customer shall be placed on the requested Rate effective with the billing period beginning after acceptance of the contract. For requests accepted between October 1 and April 30, the Customer shall be placed on the requested Rate effective with the second billing period after acceptance of the contract.

Individual Customers may request to be added to a Group after the daily usage recording device is working properly. In the event the Customer's telephone line is not present or working properly or if other uninterrupted wireless communication is not available at the Customer's existing metering location at the time the recording device is to be installed, the Customer shall be placed on Rate 4 - General Service for a period of not less than 12 months.

Termination of Transportation Service.

Customers served under Rider 25 or a transportation service rate (Rates 74, 75, 76 and 77) may revert to sales service by submitting a completed Transportation Cancellation Letter of Agreement provided by the Company.

Additional Facilities.

If additional facilities are required by the Company to deliver Customer-owned gas to the Customer's premises, the Customer shall reimburse the Company for all costs thereof prior to initiation of service hereunder.

Quality of Gas.

The quality of Customer-owned gas shall meet or exceed the specifications contained in 83 Illinois Administrative Code, Section 530.10 and Section 530.15. Customer-owned gas which does not meet such specifications shall be subject to the Company's approval and may be refused by the Company.

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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 (5%) percent of the previous year's Maximum Daily Contract Quantity, no change will be made. Prior to 2023, 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. Beginning in 2023, 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 May 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.

Prior to May 1, 2023, 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. As of May 1, 2023, Maximum Daily Contract Quantities for Customers served under Rider 15, Customer Select, will be determined using the methodology described above for all other Customers. For a group served under Rider 16, Supplier Aggregation Service, the MDCQ will be the sum total of the individual MDCQs of the Customers in the group.

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.

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A Critical Day shall be declared by 8:00 A.M. the day prior to the Critical Day. The calling of a Critical Day shall be limited to the period from November 1 through April 30. Notice of a Critical Day will be posted on the Company's electronic bulletin board and via a recorded dial-in message. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the Critical Day.

*** Operational Flow Order (OFO)**

Prior to May 1, 2023, as provided for in Rider 16, Supplier Aggregation Service, the Company may impose an Operational Flow Order ("OFO") in order to adequately maintain its system. The Company shall first request Customers and Suppliers to voluntarily take actions to alleviate the supply situation that is threatening operational integrity, to the extent possible. If such voluntary actions do not alleviate the situation, the Company will implement an OFO. Customers and Suppliers will be notified of any OFO at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All OFOs will be posted on the Company's electronic bulletin board and via a recorded dial-in message. An e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the OFO.

On days when an OFO is imposed as a result of the Company needing Customers and Suppliers to decrease their nominations (OFO Surplus Day), non-Customer Select transportation Customers shall have their Required Daily Delivery Range defined as a minimum of zero (0) and a maximum equal to the lesser of their MDN or MDCQ.

On days when an OFO is imposed as a result of the Company needing Customers and Suppliers to increase their nominations (OFO Shortage Day), non-Customer Select transportation Customers shall have their Required Daily Delivery Range defined as a minimum equal to their usage on that day less any gas that is available to be withdrawn from their storage, up to a maximum of the Customer's Storage Withdrawal Factor (SWF) times 0.017 times the Customer's Storage Banking Service capacity, and a maximum of the Customer's MDCQ times two (2).

As of May 1, 2023, Operational Flow Orders are not applicable.

Cap Day

The Company reserves the right to limit, on any day, the volumes of Customer-owned gas delivered into the Company's system when, in the Company's sole judgment, the total gas supply to be delivered into the Company's system may cause an adverse effect on system operations. Customers and Suppliers will be notified of any Cap Day at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All Cap Days will be posted on the Company's electronic bulletin board and via a recorded dial-in message. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the Cap Day.

Priority of Supply

On a Critical Day, an OFO Day (on any day an OFO is imposed), or a Cap Day, when operating conditions at any receipt point(s) are such that deliveries of gas to the Company would interfere with deliveries of gas stored by the Company or exceed the Company's take-away capacity, the Company shall accept gas supplies at that receipt point(s) in the following order: 1) firm pipeline capacity with the Company designated as primary delivery point; 2) firm pipeline capacity with the Company designated as secondary delivery point; and 3) interruptible transportation and authorized excess transportation. If gas supplies are such that all gas supplies in a given priority category cannot be accepted, the gas supplies in that priority category will be prorated.

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*** Transportation Limitations and Amounts.**

Prior to May 1, 2023, Daily Nominations will be accepted if received electronically by the Company no later than the North American Energy Standards Board Timely nomination deadline (1:00 P.M. Central Time) on the business day prior to the gas day the Nomination is to be effective. The deadline for Nominations by any method other than the Company's electronic bulletin board is 9:30 A.M. on the business day prior to the gas day the Nomination is to be effective.

Nominations will also be accepted if received electronically by the Company no later than 4:00 P.M. (Evening Cycle Nomination) on the business day prior to the gas day the Evening Cycle Nomination is to be effective, provided however, that the aggregate volume of Evening Cycle Nominations received does not exceed the available Evening Cycle quantity posted on the Company's electronic bulletin board by 2:30 P.M. For all gas days other than OFO Surplus or OFO Cap gas days, the Company shall make available a minimum of 200,000 therms of Evening Cycle Nominations in its 2:30 P.M. posting. Evening Cycle Nominations received in excess of the posted available volume will be adjusted downward on a prorated basis. Customers may request a correction to an inadvertent pipeline designation error, when available evening cycle nomination rights are insufficient, by contacting the nominations desk no later than 4:00 P.M. on the business day prior to the gas day when Evening Cycle Nominations become effective. Corrections shall be made as long as the total volumes scheduled by the Customer do not increase and the correction does not have any adverse operational impact on the Company.

Changes to daily Nominations necessitated by the pipeline interruptions of Customer-owned gas supplies will be accepted if received by the Company and verified by the pipeline no later than 8:00 A.M. of the day the Nomination change is to be effective. On a Critical Day or an OFO Day, Nominations will be accepted if received by the Company no later than 8:00 A.M. of the day the nomination change is to be effective.

As of May 1, 2023, Daily Nominations will be accepted if received electronically by the Company no later than the North American Energy Standards Board Timely nomination deadline (1:00 P.M. Central Time) on the calendar day prior to the gas day the Nomination is to be effective. The deadline for Nominations by any method other than the Company's electronic bulletin board is 9:30 A.M. on the calendar day prior to the gas day the Nomination is to be effective.

Nominations will also be accepted if received electronically by the Company no later than 4:00 P.M. (Evening Cycle Nomination) on the calendar day prior to the gas day the Evening Cycle Nomination is to be effective, provided however, that the aggregate volume of Evening Cycle Nominations received does not exceed the available Evening Cycle quantity posted on the Company's electronic bulletin board by 2:30 P.M. For all gas days other than a Cap Day, the Company shall make available a minimum of 200,000 therms of Evening Cycle Nominations in its 2:30 P.M. posting. Evening Cycle Nominations received in excess of the posted available volume will be adjusted downward on a prorated basis. Customers may request a correction to an inadvertent pipeline designation error, when available evening cycle nomination rights are insufficient, by contacting the nominations desk no later than 4:00 P.M. on the calendar day prior to the gas day when Evening Cycle Nominations become effective. Corrections shall be made as long as the total volumes scheduled by the Customer do not increase and the correction does not have any adverse operational impact on the Company.

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Transportation Limitations and Amounts (Continued).

Changes to daily Nominations necessitated by the pipeline interruptions of Customer-owned gas supplies will be accepted if received by the Company and verified by the pipeline no later than 8:00 A.M. of the day the Nomination change is to be effective. On a Critical Day, Nominations will be accepted if received by the Company no later than 8:00 A.M. of the day the nomination change is to be effective.

Nomination Decreases.

As of May 1, 2022, any reduction made to the volume of gas nominated after the Timely nomination deadline (1:00 P.M. Central Time) has passed will be subject to the following Nomination Change Charges:

	Nomination Decrease (therms)	Fee (per therm)
Level 1	30,000 – 50,000	10% of the higher of: monthly GC or index price
Level 2	50,001 – 150,000	20% of the higher of: monthly GC or index price
Level 3	>150,000	40% of the higher of: monthly GC or index price

Fees assessed to the Supplier will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the daily index price for deliveries to the Chicago city-gates as published by Gas Daily for the applicable day. In the event Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

A nomination decrease will be determined by comparing a Supplier's Final confirmed nomination volume to the higher of their confirmed nomination for the Timely Cycle, or if applicable the Evening Cycle.

A Nomination Change Charge will not be applied on a Critical Day.

A Nomination Change Charge will be applied on a Cap Day, provided however, this charge will not be applied to nomination decreases that are made to comply with a Cap Day's allocated cut(s).

*** Reallocation of Nominations.**

As of May 1, 2023, Suppliers will have the right to reallocate nominations for the previous gas day subject to the following terms.

On the calendar day that the gas day ends, the Supplier will have the opportunity to electronically reallocate delivery volumes for the gas day that ended that morning at 9:00AM. The reallocation window is from 1:30PM – 3:30PM Central Time. Suppliers are allowed to adjust nominated pipeline supply across its end user accounts to correct variances and/or realign supply between accounts. The reallocation must result in a net zero change in nominations on each individual pipeline. Reallocation to other Suppliers is not allowed.

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*** Maximum Daily Nominations.**

Prior to May 1, 2023, from November 1 through March 31 of each year, Nominations may not exceed two (2) times the Customer's Maximum Daily Contract Quantity (MDCQ). From April 1 through October 31 of each year, Maximum Daily Nominations (MDN) may not exceed the simple daily average of the Customer's usage for that calendar month in the immediately preceding year plus twenty-five (25) percent of the Customer's allowed storage capacity calculated on a daily basis. Such MDN information will be provided by the Company to the Customer. The Company shall accept anticipated monthly usage provided it is substantiated by the Customer.

The Company shall not, on any day, be obligated to accept Customer-owned gas at any location when Nomination of Customer-owned gas does not conform to procedures established herein.

As of May 1, 2023, Maximum Daily Nominations are not applicable.

*** Daily Storage Parameters.**

As of May 1, 2023, the following daily storage parameters apply. Variations from the daily storage parameters are subject to daily cash-outs.

Daily Storage Activity Parameters (as % of Storage Capacity)				
	Minimum Injection	Maximum Injection	Minimum Withdrawal	Maximum Withdrawal
January	0.00%	0.30%	0.00%	1.00%
February	0.00%	0.30%	0.00%	0.85%
March	0.00%	0.30%	0.00%	0.60%
April	0.00%	0.30%	0.00%	0.30%
May	0.00%	0.45%	0.00%	0.30%
June	0.00%	0.50%	0.00%	0.30%
July	0.00%	0.45%	0.00%	0.30%
August	0.00%	0.70%	0.00%	0.30%
September	0.00%	0.70%	0.00%	0.30%
October	0.00%	0.70%	0.00%	0.30%
November	0.00%	0.30%	0.00%	0.40%
December	0.00%	0.30%	0.00%	0.85%

On the calendar day before each gas day, the Company will provide each Supplier the Daily Storage Activity Parameters for the Customer or Group for the next gas day. This information will be made available for Suppliers to access electronically.

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(Continued From Sheet No. 49.2)

The Company reserves the right to adjust the daily storage parameters as necessary to maintain operational integrity of the system. Customers and Suppliers will be notified of any adjustment to daily storage parameters at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All adjustments will be posted on the Company's electronic bulletin board. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the adjusted parameters.

*** Monthly Storage Parameters.**

As of May 1, 2023, the following monthly storage parameters apply. Variations from the monthly storage parameters are subject to monthly cash-outs.

Month-End Storage Inventory Balance Parameters		
	Minimum*	Maximum*
January	35%	45%
February	10%	25%
March	0%	10%
April	0%	10%
May	10%	20%
June	20%	30%
July	30%	40%
August	50%	60%
September	70%	80%
October	85%	100%
November	75%	90%
December	55%	70%
* Inventory Balance as a % of Storage Capacity		

The Company reserves the right to adjust the monthly storage parameters as necessary to maintain operational integrity of the system. Customers and Suppliers will be notified of any adjustment to monthly storage parameters at least twenty-four (24) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All adjustments will be posted on the Company's electronic bulletin board. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the adjusted parameters.

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*** Daily and Monthly Cash-Out Charges.**

As of May 1, 2023, the following cash-out parameters will apply for variations from the Daily and Monthly Storage Parameters. The daily cash-out parameters will apply on any day other than a Critical Day. The variations from storage parameters will first be billed at Tier 1, with any additional variances billed at Tier 2 and Tier 3 if applicable.

Daily Cash-Out Charges:

		<u>Cash-Out Prices (per therm)</u>	
	Variance from Maximum Storage Parameter	Company Buys from Customer/Supplier at	Company Sells to Customer/Supplier at
Tier 1	0 to +10%	100% of the lower of: monthly GC or index price	100% of the higher of: monthly GC or index price
Tier 2	>+10% to +20%	85% of the lower of: monthly GC or index price	115% of the higher of: monthly GC or index price
Tier 3	>+20%	60% of the lower of: monthly GC or index price	140% of the higher of: monthly GC or index price

Daily cash-out prices will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the daily index price for deliveries to the Chicago city-gates as published by Gas Daily for the applicable day. In the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

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Monthly Cash-Out Charges:

			<u>Cash-Out Prices (per therm)</u>	
	Variance from Minimum Storage Parameter	Variance from Maximum Storage Parameter	Company Buys from Customer/Supplier at	Company Sells to Customer/Supplier at
Tier 1	-5% to 0%	0% to +5%	100% of the lower of: monthly GC or index price	100% of the higher of: monthly GC or index price
Tier 2	-10% to <-5%	>+5% to +10%	85% of the lower of: monthly GC or index price	115% of the higher of: monthly GC or index price
Tier 3	<-10%	>+10%	60% of the lower of: monthly GC or index price	140% of the higher of: monthly GC or index price

Monthly cash-out prices will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the average of the daily index prices for deliveries to the Chicago city-gates as published by Gas Daily for the applicable month. In the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

*** Order of Deliveries.**

Prior to May 1, 2023, on any day, gas shall be delivered to the Customer as follows:

- a. Requested Authorized Use;
- b. Deliveries of Customer-owned gas to the Company from an interstate pipeline;
- c. Customer-owned gas withdrawn from storage under provisions of Storage Banking Service;
- d. Company-supplied gas under the Firm Backup Service;
- e. Authorized Use; and
- f. Unauthorized Use or OFO Non-Performance use.

As of May 1, 2023, on any day, gas shall be delivered to the Customer as follows:

- a. Deliveries of Customer-owned gas to the Company from an interstate pipeline;
- b. Customer-owned gas withdrawn from storage under provisions of Storage Banking Service;
- c. Company-supplied gas purchased through the Daily Cash-Out provision of the Terms and Conditions;
- d. Authorized Use; and
- e. Unauthorized Use.

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*** Storage Banking Service and Firm Backup Service.**

Prior to May 1, 2023, supplies for Critical Day use may be contracted for under Storage Banking Service (SBS) and Firm Backup Service (FBS). The Storage Banking Service capacity selected must be a minimum of 1 times the Customer's MDCQ. SBS capacity up to 30 times the Customer's MDCQ will be available. Additional SBS capacity greater than 30 times the Customer's MDCQ may be requested. Unsubscribed SBS capacity (as determined by the Company) will be allocated by the Company to all Customers requesting capacity exceeding 30 times their MDCQ.

As of May 1, 2023, Firm Backup Service will no longer be offered.

Prior to May 1, 2023, on November 1, a Customer that can annually subscribe to SBS shall have their elected SBS capacity filled to a minimum of ninety (90) percent. A Storage Withdrawal Factor (SWF), expressed as a numerical value not to exceed 1.0, shall be determined by dividing the Customer's November 1 SBS inventory balance by 90% of their then effective SBS capacity. Any SWF value greater than or equal to 1.0 shall be 1.0. Any SWF less than 1.0 shall be rounded up to the next 0.01. A Customer's SWF shall be effective beginning November 15 of each year. From November 1 through 14, a Customer's SWF shall be one (1.0). A Customer's SWF shall be applied to their individual SBS withdrawals rights and serve to reduce their withdrawal rights on any Critical Day or OFO Shortage Day. Customers taking service under Rider 25 shall have their SWF computed based on the billing period which either crosses November 1 or includes November 1 as the bill ending date, however, such SWF shall only be applicable should Customer subsequently subscribe to transportation service under Rates 74, 75, 76 or 77.

Terms available for withdrawal from storage on a Critical Day or OFO Shortage Day shall be limited to a Customer's SWF times 0.017 times the Customer's Storage Banking Service capacity. Storage withdrawals are deemed to occur when Customer usage exceeds any available Requested Authorized Use and Customer-owned gas delivered.

As of May 1, 2023, Customers will need to comply with the Company's Daily and Monthly Storage Parameters. On a Critical Day, the Storage Withdrawal Factor will no longer be applicable, therefore, withdrawal rights are limited to 0.017 times the Customer's Storage Banking Service capacity.

Prior to May 1, 2023, a Customer may contract for delivery of Company-supplied gas under Firm Backup Service. The Company will provide gas up to the Firm Backup Service quantity on any day, including a Critical Day. As of May 1, 2023, Firm Backup Service will no longer be offered.

Prior to May 1, 2023, the Customer shall specify the SBS and FBS levels when initially contracting for service under any transportation rate, with the exception of Rider 25. As of May 1, 2023, Firm Backup Service will no longer be offered.

Prior to May 1, 2023, a request for a transfer to a firm sales service rate, or a rate or rider which provides for a higher level of SBS or FBS, will be treated as a request for a change in the SBS or FBS. As of May 1, 2023, FBS will no longer be offered.

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*** Storage Banking Service and Firm Backup Service (continued).**

Prior to May 1, 2023, an entity taking service at more than one location may contract for service as a Group. Each member of the Group shall individually contract for SBS and FBS. Nominations, SBS and FBS will be monitored at the group level in aggregate. However, on a Critical Day or an OFO Shortage Day, Customers will be monitored on an individual basis for compliance with SBS and FBS selections. Customers electing service under Rider 25 will not be permitted to form a group with Customers electing service under any other transportation rate.

As of May 1, 2023, an entity taking service at more than one location may contract for service as a Group. Nominations and SBS will be monitored at the group level in aggregate. However, on a Critical Day, Customers will be monitored on an individual basis for compliance with SBS.

*** SBS and FBS Selections.**

Prior to May 1, 2023, annually, by March 1, the Company shall notify Customers of their Storage Banking Service (SBS) capacity and Firm Backup Service (FBS) quantity. SBS capacity will be shown at the higher of 30 times the Customer's Maximum Daily Contract Quantity (MDCQ) or the Customer's requested amount. Any change to the SBS capacity or FBS quantity, as shown on the Company's notice, must be requested by April 1 and be based on the MDCQ effective June 1. A Customer's previous request for SBS will be considered each April 1 regardless of whether or not the Customer's request was accepted for the current period. The Company will notify Customers of additional SBS capacity awarded by May 1 and will accept a change to FBS quantity prior to June 1.

Requests for higher SBS and FBS levels will be treated in the same manner as requests by a new Customer of similar size requesting service. Requests for reduced SBS and FBS levels, as provided for in the Tariff, will be permitted. If any change can be accommodated without impairing the Company's operations or adversely affecting costs, in the Company's discretion, such change will be permitted on a mutually agreeable date. Any accepted increase in FBS service shall be for a period of not less than 12 months and any requests to reduce FBS will not be allowed until the anniversary date following the 12-month period. If no such notification is received, in writing, from Customer, current selections will stay in effect for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1. The Company reserves the right to lower a Customer's service selections if current selections are in violation of these rates and riders based on the Customer's predetermined MDCQ.

As of May 1, 2023, Firm Backup Service (FBS) will no longer be offered. If a Customer is served on Rate 75 and selects Storage Option 2, no SBS capacity will be assigned.

Annually, by March 1, the Company shall notify Customers of their Storage Banking Service (SBS) capacity. SBS capacity will be shown at the higher of 30 times the Customer's Maximum Daily Contract Quantity (MDCQ) or the Customer's requested amount. Any change to the SBS capacity, as shown on the Company's notice, must be requested by April 1 and be based on the MDCQ effective May 1. A Customer's previous request for SBS will be considered each April 1 regardless of whether or not the Customer's request was accepted for the current period. The Company will notify Customers of additional SBS capacity awarded by May 1.

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Requests for higher SBS levels will be treated in the same manner as requests by a new Customer of similar size requesting service. Requests for reduced SBS, as provided for in the Tariff, will be permitted. If any change can be accommodated without impairing the Company's operations or adversely affecting costs, in the Company's discretion, such change will be permitted on a mutually agreeable date. The Company reserves the right to lower a Customer's service selections if current selections are in violation of these rates and riders based on the Customer's predetermined MDCQ.

*** Requested Authorized Use.**

Prior to May 1, 2023, Requested Authorized Use shall be available only upon prior request by the Customer and upon authorization by the Company. Authorization shall be granted only on a daily basis in volumes not to exceed the Maximum Daily Contract Quantity. Requested Authorized Use gas shall be accounted for as the first gas delivered on any day for which it has been authorized. If the volume of such Requested Authorized Use is greater than the Customer's usage on any day, the difference shall be accounted for as Customer-owned gas in storage. Requested Authorized Use is not applicable to Rider 25 customers.

Authorization shall be granted only upon determination by the Company that availability of Requested Authorized Use gas will not adversely affect the Company's operations or its cost of gas supplies.

As of May 1, 2023, Requested Authorized Use will no longer be available.

*** Authorized Use.**

Authorized Use in a billing period shall be the sum of Daily Authorized Use.

Prior to May 1, 2023, daily Authorized Use shall be usage on any day, other than a Critical Day or an OFO Shortage Day, in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted-for gas; (c) Customer storage withdrawals; and (d) the contracted for quantity of Firm Backup Service.

Daily Authorized Use shall also be usage on any Critical Day or an OFO Shortage Day of any Company-owned gas within the limitations of the Storage Banking Service. Authorized Use on any Critical Day or an OFO Shortage Day outside the limitations of the Storage Banking Service is not available.

As of May 1, 2023, daily Authorized Use shall be usage on any Critical Day of any Company-owned gas in excess of volumes of Customer owned gas, within the limitations of Critical Day withdrawal rights.

*** Unauthorized Use.**

Unauthorized Use in a billing period shall be the sum of Daily Unauthorized Use.

Prior to May 1, 2023, daily Unauthorized Use shall be usage on any Critical Day in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted for gas; (c) storage withdrawals as limited by SBS; (d) the contracted for quantity of Firm Backup Service; and (e) Authorized Use within the limitations of the SBS.

As of May 1, 2023, daily Unauthorized Use shall be usage on any Critical Day in excess of the sum of: (a) the volume of Customer-owned gas delivered to the Company less unaccounted for gas; (b) storage withdrawals as limited by SBS; and (c) Authorized Use within the limitations of the SBS.

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Payment of the additional charge for Unauthorized Use shall not, under any circumstances, give the Customer the right to Unauthorized Use, nor shall such payment exclude or limit the Company's right to discontinue service to the Customer for Unauthorized Use.

Unauthorized Use which causes interference with the Company's operations or service to any other Customer of the Company shall make the Customer subject to termination of gas service hereunder upon one (1) hour notice from the Company.

Customer-owned Gas.

Customer warrants that it owns and has clear title to all Customer-owned gas delivered to the Company for transportation and/or storage under any rate or rider. Customer grants Company a first lien upon and security interest in all Customer-owned gas delivered to the Company, as security for payment of all current and future charges of the Company under any rate or rider.

If bankruptcy or other insolvency proceedings are commenced by or against a transportation/storage Customer, all gas transported and gas used by Customer after commencement of the bankruptcy/insolvency proceedings shall be separately billed and accounted for. A Customer who desires to continue receiving gas service during the pendency of such proceedings shall immediately notify the Company of the proceedings, provide adequate assurance of payment for post-petition sales or transportation service and comply with the provisions of the applicable rate/riders, including but not limited to maintaining any required minimum storage balance.

* **Final Accounts of Transportation/Storage Customers.**

An account is considered finalized when the customer is no longer receiving any service from the Company at the existing premises. Prior to May 1, 2023, for finalized accounts, Transportation/Storage customers will have the option of: 1) transferring the storage balance to another account of common ownership; or 2) having the gas valued at the price reported in Natural Gas Week, or a similar publication if Natural Gas Week is not available, for Chicago area spot gas times 0.90. The price used will be the most current published price prior to the date the account was finalized, with the value applied first to payment of any unpaid charges under any rate or rider.

In the event the account is finalized due to bankruptcy, gas in storage shall be valued as in 2) above, with the value applied first to payment of any unpaid charges under any rate or rider. Any amounts remaining after payment of unpaid charges will be forwarded to the Customer or as directed by a court of competent jurisdiction.

As of May 1, 2023, for finalized accounts of Transportation/Storage customers the gas will be valued as described in the Valuing of Gas in Storage section of the Terms and Conditions. In the event the account is finalized due to bankruptcy, gas in storage shall be valued as in the Valuing of Gas in Storage section of the Terms and Conditions, with the value applied first to payment of any unpaid charges under any rate or rider. Any amounts remaining after payment of unpaid charges will be forwarded to the Customer or as directed by a court of competent jurisdiction.

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*** Valuing of Gas in Storage.**

As of May 1, 2023, if a transportation Customer leaves an existing group to join a different group or move to sales service, gas in storage will transfer with the Customer. The volume of gas that will transfer with the Customer will be based on the minimum Monthly Storage Parameters as described in the Terms and Conditions as of the day the Customer moves. Should the Customer move within a month, the volume of gas that will transfer with the Customer will be prorated based on the number of days in the month.

If a Customer is served as an individual transportation account and joins a group or moves to sales service, the Customer's entire gas in storage volume will transfer with the Customer.

If a Customer moves from sales service to transportation, gas in storage will transfer with the Customer. The volume of gas that will transfer with the Customer is based on the minimum Monthly Storage Parameters as described in the Terms and Conditions as of the day the Customer moves. Should the Customer move within a month, the volume of gas that will transfer with the Customer will be prorated based on the number of days in the month.

A value will be assigned to the volume of gas transferred and calculated by multiplying 1) the volume of gas transferred, and 2) the applicable weighted average price of gas. The average price of gas for each May through April period will be weighted using the monthly averages of daily index prices for deliveries to the Chicago city-gates as published by Gas Daily for the months May through October and the minimum Monthly Storage Parameters as described in the Terms and Conditions effective for the months May through October. In the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

Fee for Group Changes.

A \$25.00 service fee shall be assessed to any Customer entering or leaving a previously established group. Group changes related to the elimination of Rider 25 will not incur this fee.

Telephone and Wireless Communication Service Outages.

Company reserves the right to bill Customers for each service call to investigate or repair the recording device if such service call is the sole result of a Customer's telephone line service outage or other wireless communication service interruptions not caused by the Company. Frequent or prolonged telephone service outages or repeated interruptions in other wireless communication equipment due to the Customer's negligence or failure to properly protect the Company's communications equipment may result, at the sole discretion of the Company, in the Customer being removed from their current rate and placed on either Rate 4 or Rate 5 Sales Service, for a period of 12 months.

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Use of Company Supplies.

Transportation Customers relying on Authorized Use to meet substantially all of their usage requirements for an extended period will be transferred to utility sales service.

Excess Storage Balance Transfers.

Prior to May 1, 2023, an Agent, Customer or Group Manager may request a transfer of any excess storage balance as of the end of a billing period to another Customer or Group manager. The selling party must submit the request, in writing, specifying the terms to be transferred, and the accounts transferring and receiving the storage balance. Requests for transfers of excess storage will be accepted up to 20 days after the date of issue of the bill containing the excess storage charge. Such excess balance transfer shall be effective with the beginning storage balance for the month in which the request is made. A fee of \$15.00 will be assessed to the account from which the transfer is being made. As of May 1, 2023, excess storage balance transfers will no longer be available.

Trading of Stored Gas.

Prior to May 1, 2023, for customers served under the following applicable rates 74, 75, 76, 77 and Riders 13, 25 and 34, an Agent, Customer or Group Manager may, at the end of a billing period, request a transfer of a quantity of gas in storage to any other rate 74, 75, 76, 77 or Rider 13, 25 or 34 account to be effective with the beginning of the next billing period. The transferring party must submit the request, in writing, specifying the quantity of terms to be transferred, the transferring account or group number and the account or group number receiving the equal quantity of stored gas. Transfers may not result in less than a zero (0) balance for the transferring party or an excess storage condition for the receiving party. Transfers may not eliminate imbalance penalties. Requests for transfers must be received no later than fifteen (15) days after the issue date of the prior bill. Storage balance transfers for both the transferring and receiving customer shall be effective with the beginning storage balance for the subsequent bill period after which the request is made. A fee of \$15.00 will be assessed to the account from which the transfer is being made. As of May 1, 2023, trading of stored gas will no longer be available.

Transfers of SBS and FBS.

Prior to May 1, 2023, An Agent, Customer, or Group Manager may request to transfer a quantity of Storage Banking Service (SBS) capacity, including its associated withdrawal rights, or Firm Backup Service (FBS) terms from a Customer served under Rate 74, 75, 76 or 77 to another Customer served under Rate 74, 75, 76 or 77. The transferring party must make the request, in writing, specifying the SBS capacity or FBS terms to be transferred, and the transferring and receiving accounts. The transfer will be effective for each party on the first day of the billing period after the request is received by the Company and will stay in effect for the remainder of the contract period or until another transfer is initiated. Customers must retain a minimum SBS capacity of 1 MDCQ. A fee of \$35.00 will be assessed to the account from which a transfer is being made. As of May 1, 2023, transfer of SBS and FBS will no longer be available.

*** Third Party Billing Service.**

Any third party desiring to have the Company to include its charges to the customer on the Company's bill shall enter into the Company's standard contract that stipulates the procedures to be followed. The Company will provide up to six (6) standard lines of text that may be used by the third party. The Company will process customer payments in a timely manner and will electronically forward payments to the third party's bank account and notify the third party of the customer's payment on a daily basis. The fee for billing and payment processing will be \$0.30 per bill. If the third party would like additional services with respect to billing, the Company and third party will negotiate in good faith the fees for such additional services. The Company will report these additional services and fees to the Illinois Commerce Commission as assurance that any such additional services and fees are being offered on a non-discriminatory basis.

(Continued On Sheet No. 53)

Terms and Conditions

*(Continued From Sheet No. 52.5)



Nicor Gas P.O. Box 190
Gas Transportation Aurora, IL 60507-0190
Customer Service Center 630 983-4040

Company Use Only
Sequence ID

Transportation Cancellation Letter of Agreement

Dear Nicor Gas:
You, Nicor Gas ("Nicor Gas") and I, the Customer ("Customer"), are parties to a contract for Transportation Service.

I wish to cancel service under this Transportation Service Contract by executing this Letter of Agreement per the option selected below. I understand that I am responsible for notifying my broker or supplier that I am canceling transportation service and returning to sales service, and that I am responsible for any outstanding obligations for payment, including any remaining monthly administration fees and/or telemetering device charges (if cancellation is prior to the initial 12-month period).

I also understand that, if I have a multiple accounts contract with Nicor Gas, I have the option of either canceling service for the entire group or canceling service for certain accounts in my group which I have listed on the reverse side of this Letter of Agreement, while maintaining transportation service for the remaining accounts. I understand by leaving the group, my account will be assessed a group change fee.

I wish to cancel my existing Transportation Service Contract for the account(s) checked:

1. Individual Account Entire Group
 Choose one of the following options:
 I wish to remain on transportation service and pay applicable charges under Rider 25 until all Customer-owned gas for my account(s) is/are depleted.

 I wish to cancel my contract effective with the first complete billing period subsequent to the date this Letter of Agreement is received by Nicor Gas, thereby assigning to Nicor Gas any Customer-owned gas received or stored on behalf of my account(s) by Nicor Gas as of the ending date of such billing period. I further warrant that I have clear title to any such assigned gas and agree to provide Nicor Gas on demand sufficient documentation of such clear title.
2. Certain Accounts within a group. List accounts on reverse side.

By so executing this Letter of Agreement, I understand and agree to cancel Transportation Service for the account(s) indicated below and on the reverse side of this Letter of Agreement, and that such account(s) will return to sales service. I further understand and agree that I will not be permitted to transport Customer-owned gas for such account(s) for one (1) year from the date this Agreement becomes effective.

<p>Company Use Only Revised Group Data (if applicable)</p> <p>Maximum Daily Contract Quantity (MDCQ) _____ Maximum Daily Nomination: _____</p> <p>Apr _____ May _____ June _____ July _____ Aug _____ Sept _____ Oct _____</p> <hr/> <p>For the Company</p> <p>Date received from customer _____</p> <p>Accepted by _____</p> <p>Official Capacity _____</p> <p>Date Accepted _____</p>	<p>For the Customer – Yellow Shaded Area Required</p> <p>Date _____</p> <p>Customer Name _____</p> <hr/> <p>Print Name _____ Signature _____</p> <hr/> <p>Official Capacity _____</p> <hr/> <p>Telephone _____ Fax _____</p> <p>Email Address _____</p> <p>Nicor Gas Account or Group No. _____</p> <hr/> <p>New Billing Address, if applicable _____</p>
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(Continued On Sheet No. 54)

Terms and Conditions

(Continued From Sheet No. 53)

*BILL FORMAT

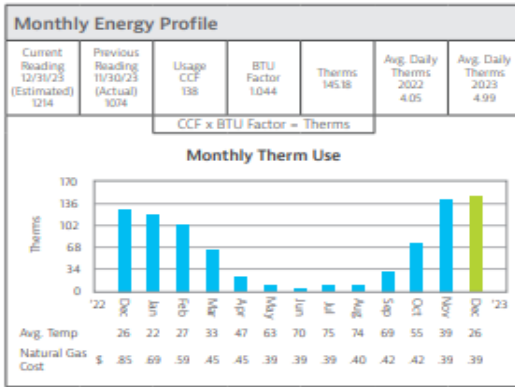


nicorgas.com/myaccount
888-Nicor4U (888.642.6748)

Page 1 of 1

Account Summary for Sample Residential Customer	
Account Number: 99-99-99-9999 9	
Meter Number: 0000000	
Service Address: 123 Street Address, Anytown	
Bill Period: 12/01/23 - 12/31/23 (30 days)	
Bill Issue Date: 01/01/2024	
Total Previous Balance	\$34.83
Payment Received 12/12/2023 - Thank you!	-\$34.83
Remaining Balance	\$0.00
New Charges - Utility	\$124.30
Total Amount Due by 01/22/2024	\$124.30

A Message for You
Your safety is important to us. Ask to see an employee ID when our field team is working in or around your premises. Also, verify your account information with customer service before making a transaction over the phone.



New Charges - Residential - Heat
Rate 7: Residential Service

Delivery Charges 12/01/2023 - 12/31/2023		\$63.07
Monthly Customer Charge		\$18.88
All Therms 140.10 @ \$0.2134 =		\$29.90
Environmental Cost Recovery 140.10 @ \$0.0159 =		\$2.23
Tax Cost Adjustment 140.10 @ \$(-0.0003) =		-\$0.04
Volume Balancing Adjustment 140.10 @ \$0.0068		\$0.95
Franchise Cost Adjustment		\$0.23
Energy Efficiency Program 140.10 @ \$0.0046		\$0.64
Qualified Infrastructure Chrg \$50.31 @ 0.00%		\$0.00
TotalGreen 140.10 @ \$0.0734		\$10.28
Natural Gas Cost		\$51.84
December @ 140.10 Therms x \$0.37		\$51.84
Taxes		\$9.39
Municipal Utility Tax for Anytown \$114.91 @ 5.15%		\$5.92
Utility Fund Tax \$114.91 @ 0.1%		\$0.11
State Revenue Tax 140.10 @ \$0.024 =		\$3.36
Total		\$124.30

Please see the reverse side of this bill for additional billing explanations.
Please do not include written inquiries as the stub is processed by machine. Return this portion with your check made payable to Nicor Gas.



P.O. Box 2020
Aurora, IL 60507-2020

Please circle an amount to add a one-time charitable donation to Sharing:
\$5 \$10 \$25 \$50

To sign up for the Budget Plan, pay \$45.00

Payment due by
01/22/2024
\$124.30



Sample Customer
123 Street Address
Anytown, IL 60152-3220

Account Number:
99-99-99-9999 0

Current bill \$124.30 due by 01/22/2024

**PO BOX 5407
Carol Stream, IL 60197-5407**



00 00 00 0000 0 0000000000 0000000000 000

***** 0140 000124

(Continued On Sheet No. 55)

Terms and Conditions

(Continued From Sheet No. 54)

***BILL FORMAT**

NG-22209 (12-2022)



IF YOU SMELL GAS: If you suspect a gas leak: **Leave the house immediately.** Don't use your phone; call Nicor Gas for assistance at 888.Nicor4u (888.642.6748) from a neighbor's house. Don't light a match. Don't turn on a light. Don't switch on anything electrical.

! DANGER! Certain Older Gas Connectors May Be Dangerous!

Gas connectors are corrugated metal tubes used to connect gas appliances in your home to fuel gas supply pipes. Some older brass connectors have come apart, causing fires and explosions resulting in deaths and injuries. These older brass connectors have a serious flaw in how their tubing was joined to their end pieces. Over time, the end pieces can separate from the tubing and cause a serious gas leak, explosion or fire. To our knowledge, these dangerous uncoated brass connectors have not been made for more than 20 years, but many of them are still in use. The older these connectors get, the greater the possibility of failure. Although not all uncoated connectors have this flaw, it is very difficult to tell which ones do. **Therefore, any uncoated brass connector should be replaced immediately** with either a new plastic-coated brass or a new stainless steel connector. Connectors can wear out from too much moving, bending or corrosion. Connectors should always be replaced whenever the appliance is replaced or moved from its location.



WARNING: Only a qualified professional should check your connector and replace it if needed. **Don't try to do this yourself!** Moving the appliance, even slightly, whether to clean behind it or to inspect its gas connector, can cause the complete failure of one of these older weakened connectors, possibly resulting in a deadly fire or explosion. **Do not move your appliance to check the connector!** For additional information on appliance connectors please call us at 888.642.6748 or visit our website at nicorgas.com.

ILLINOIS COMMERCE COMMISSION

Consumer Services Div. 800.524.0795

The Consumer Services Division is available to assist customers and help resolve disputes with Nicor Gas; however, customers must first contact Nicor Gas before seeking assistance.

HOW TO READ YOUR METER

1. Read the numbers for each dial going from right to left.
2. Always read the numbers in the direction the arrow on the dial is pointing.
3. If the pointer is between two numbers, always select the smaller number, unless the pointer is between 0 and 9, then select 9.
4. If a pointer is directly on a number, look at the dial to its immediate right. If its pointer has not passed zero, record the lower number.
5. To enter your meter reading, visit nicorgas.com/myaccount.



In the example above, the reading is "2984."

PAYMENT INFORMATION

Auto Payment – You can have the amount of your gas bill paid on the due date. Sign up at nicorgas.com.

Options – Pay your bill by computer, mobile device, telephone or at a payment agent using your bank account, debit or credit card. Mailed check payments authorize the Company to make a one-time electronic debit or debit re-presentment from your bank in the amount designated. Visit nicorgas.com or call 888.642.6748 for more information.

Payment Arrangement – If you are behind on your gas bill payments, you may be eligible to establish a Deferred Payment Arrangement (DPA). Failure to pay DPA installments when due can result in default of the DPA. To make a payment arrangement, visit nicorgas.com/myaccount or call 888.642.6748.

Security Deposits – In accordance with the Illinois Administrative Code Part 280, Nicor Gas may request a cash security deposit under the following circumstances: history of late payments, failure to pay final bill at a prior address, service disconnection due to non-payment, meter tampering, or other reasons.

Sharing – A charitable program designed to help people pay their natural gas bills. To see if you could benefit from Sharing, contact your local Salvation Army. To contribute to Sharing, please circle the appropriate amount on your bill stub and add the amount to your payment.



TAXES

Municipal Use Tax – Some municipalities charge this tax based on your gas use. Your local municipality has an ordinance requiring collection of this tax.

Municipal Utility Tax – Some municipalities charge this tax based on utility revenue. It is authorized by Section 8-11-2 of the Illinois Municipal Code and is applied according to the local municipality's ordinance.

State Revenue Tax – This is mandated by the State of Illinois. It is not a sales tax.

State Use Tax – This tax is imposed on natural gas purchased outside of Illinois for use or consumption in Illinois.

Utility Fund Tax – This funds the ICC, which regulates all Illinois utilities and is mandated by the state.

DEFINITION OF TERMS (for more information visit nicorgas.com)

Actual Meter Reading – A read was obtained via automated reading technology or a field employee.

Additional Products & Services – Non-utility charges such as Customer Select alternate supplier charges, HVAC warranty/repair or protection plans.

Adjustments/Other Charges – Adjustments such as credits or additional charges to your bill due to corrected billing, earned interest, late payment charges, LIHEAP, or Sharing grants.

Average Temperature – Average daily temperature during your billing period. The average temperature can help explain the amount of gas used throughout the month.

Balancing and Storage Adjustment – Customer Select customers are assessed this adjustment based on usage. The adjustment may change each month and is filed with the Illinois Commerce Commission (ICC).

BTU Factor – A factor which expresses the amount of heat content a CCF of gas contains. The BTU factor is applied to convert a volume of gas in CCF into therms and may change slightly from month to month.

Budget Plan – This plan spreads your estimated annual gas costs over 12 monthly payments.

Approximately every four months we evaluate your account and may adjust your monthly payment for changes in weather and/or the price of gas. Sign up on your bill stub or at nicorgas.com/myaccount. You must be current on your payments to sign up.

Budget Plan Amount Due – The monthly Budget Plan payment amount must be remitted by the bill due date in order to remain on the Budget Plan. Failure to pay the monthly Budget Plan payment amount due by the bill due date may result in removal from participation in the Budget Plan.

Tax Cost Adjustment – A charge or credit that is passed along to customers for the Variable Income Tax Adjustment and Variable Tax Cost Adjustment Riders.

CCF (100 cubic feet) – A measure of the volume of gas used. 1 CCF approximates 1 therm of gas.

Customer Read – You reported your meter reading to us.

Delivery Charges – These charges cover our operating and distribution costs. A portion of these charges varies from month to month based on your natural gas usage.

Efficiency Program Charge – A charge that pays for costs related to energy efficiency programs as approved by the Illinois Commerce Commission.

Energy Profile – Comparison between the current billing period and your gas usage for the same period last year as well as a chart showing your monthly gas usage, average temperature and gas supply charges for the past 12 months, when available.

Environmental Recovery Cost – Covers our costs for the environmental investigation and cleanup of former manufactured gas plants. Nicor Gas receives no profit from these charges.

Estimated Meter Reading – Your reading was estimated based on previous use and the weather.

Any difference between your actual use and estimated use is automatically corrected when we obtain an actual reading.

Franchise Cost – A charge for municipal franchise agreements.

Governmental Agency Adjustment – An adjustment for governmental fees and added costs, excluding franchise costs. The charge may change each month and is filed with the Illinois Commerce Commission (ICC).

Meter Exchange – If we exchanged your meter, this note means your bill is based on the reading of the meter we removed from your address.

Monthly Customer Charge – A minimum monthly charge that pays for some of the fixed costs for providing service even when you do not use any gas. This includes charges from the State of Illinois that funds energy assistance programs, renewable energy grants, and adjustments allowed by L. Public Act 96-0033.

Natural Gas Cost – The price we pay our suppliers for the natural gas we purchase and deliver to your home or business. The price, which includes applicable adjustments allowed by Lz Public Act 96-0033, may change each calendar month, and is filed with the ICC.

Pressure Factor – If you require higher than normal gas pressure, the pressure factor is a multiplier that adjusts for increased gas volumes flowing through a meter.

Qualified Infrastructure Charge – A charge that pays for the costs of qualified infrastructure investments allowed under Section 9-220.3 of the Public Utilities Act.

Therm – A therm is the basic unit for measuring your natural gas consumption.

TotalGreen – A voluntary program that enables participating customers to reduce or offset emissions of their natural gas usage.

Transportation Service Credit – A credit to Customer Select customers based on usage.

Volume Balancing Adjustment – A charge or credit that stabilizes residential revenue collected through the distribution charge.



ATTENTION! Please read important notice at top of page about dangerous gas connectors.
ATENCION! Para recibir una traducción al español de la advertencia relativa a conectores de gas peligrosos mencionada al inicio de esta página, favor de llamar al 888.642.6748 o visite nicorgas.com

Terms and Conditions

(Continued From Sheet No. 55)

LANDLORD/PROPERTY MANAGER AGREEMENT



Landlord/Property Manager Natural Gas Service Agreement

By submitting this Landlord/Property Manager Natural Gas Service Agreement (“Agreement”), you acknowledge and agree that Nicor Gas may place natural gas utility service (“Service”) for the premise(s) covered by this Agreement on a going forward basis in your name and continue Service to the premise when a tenant who had Service in the tenant’s name vacates the premise and there is no customer of record with such Service extending until such time that (a) Nicor Gas commences Service to a tenant leasing such premises or (b) Nicor Gas disconnects Service at such premises after being notified by you to make such disconnection. You further agree to be fully responsible for payment of any and all Service at or to the premise when Service is in your name.

NAME	
Please select the option that describes your status:	Landlord/Property Owner
	Property Management Company

Landlord/Property Manager Contact Information (Address and Contact Information May Not be the Same as the Address (es) of the Premises Covered by this Agreement):

Address	City	State	Zip
Mailing Address if Different	City	State	Zip
Phone Number (Home, Business, Cell)	Email Address		
Contact Person, if applicable	Name and Title		

Please enter one form of identification: (If you cannot provide one of the listed forms of identification, please contact us at 630-388-3041 to discuss submission of acceptable identification).

State issued Driver’s License Number	
State issued Identification Card Number	
Federal Tax ID Number	
Social Security Number	

List all premises that you own or manage and receive Service that are to be covered by this Agreement:

Premise Address	Unit #	City	Zip	Gas Meter Number

(Continued On Sheet No. 55.2)

Terms and Conditions

(Continued From Sheet No. 55.1)

***LANDLORD/PROPERTY MANAGER AGREEMENT (continued)**

You acknowledge and agree that this Agreement is also subject to all terms and conditions for Service in Nicor Gas' tariffs on file with the Illinois Commerce Commission, which include but are not limited to terms and conditions that all meters, regulators and other facilities placed on the premises covered by this Agreement for the purpose of rendering Service to said premises, whether inside or outside of any building on the premises, shall be and remain the property of Nicor Gas. The properly authorized agents of Nicor Gas shall at all reasonable hours have free access to the premises for the purpose of inspecting the installation and of reading, examining, repairing, or removing Nicor Gas' meters or other property.

You acknowledge and agree that, in the absence of an agreement with Nicor Gas to place Service in your name between tenants, Nicor Gas may discontinue Service to the premises when there is no customer of record regardless of time of year or weather conditions. You further acknowledge and agree that, in the event you have such an agreement with Nicor Gas, but you breach or fail to comply with any term or condition of the agreement or for Service, Nicor Gas may terminate the agreement if such breach or failure to comply is not promptly remedied upon written notice from Nicor Gas. If there is no heat or if your premises are not properly winterized, there is the potential that water pipes or fixtures may freeze and burst, resulting in personal injury or property damage for which Nicor Gas will not be held liable.

Acknowledged and agreed by authorized representative of Landlord/Property Manager:

If a tenant moves out would you like to have the natural gas account put in your name between tenants? Please check the appropriate box.

NO YES

Print Name

Signature

Date

RETURN TO: Nicor Gas Customer Contracts Department, P.O. Box 190, Aurora, IL 60507-9980 by Regular Mail, Fax: 630-305-0288, or Email: G2landlord@southernco.com