
**Rider 15
Customer Select Pilot Program**

Applicable to Rates 1, 4, 10 and 11

*** Availability.**

Service under this rider is available to all non-residential Customers, who enter into a contract with an approved Supplier as specified under rider 16, Supplier Aggregation Service. Rate 1, Residential Service Customers in geographical areas specified by the Company may be served under this Rider.

Customer shall enter into an agency contract with a Supplier during the Open Enrollment period from January 8, 2001 through March 31, 2001. Transportation Customers will have an Open Enrollment period from January 8, 2001 through February 9, 2001. Service under this rider for the fourth year shall begin with the first bill with a beginning reading date on or after May 1, 2001.

Charges.

The rates for service hereunder shall be those of the Customer's companion rate, excluding Rider 6, Gas Supply Cost.

In the event full payment for services rendered to the Supplier, as provided under Rider 16, is not received from the Supplier, each Customer served by the Supplier shall be billed directly for the fees originally billed to the Supplier for such service received at each Customer's service location for the applicable billing period(s), to the extent that such charges are not recovered from the Supplier's deposit, letter of credit or parental guarantee.

Billing Date.

The Company shall issue its bill for transportation service under this rider directly to the Customer on the Company's normal billing schedule.

Company/Supplier/Customer Contracts.

The Customer's Supplier shall warrant that it has obtained agreement with the Customer specifying the Supplier as the sole agent for the Customer under this program. Thereafter, the Company shall notify each Customer of enrollment in the program and the Supplier serving the Customer. In the event that a Customer contracts with more than one Supplier during the initial Open Enrollment period, the Company will accept the first notification received from a Supplier. Customers shall be enrolled in the Pilot Program for the remaining term of the program or until they notify the Company to terminate their participation.

(Continued on Sheet No. 75.2)

**Rider 15
Customer Select Pilot Program**

(Continued From Sheet No. 75.1)

Termination of Service.

Customers may terminate their participation in the Customer Select Pilot Program at any time by notifying the Company and completing a Termination Form. Upon receipt of the Termination Form, the Company shall notify the Supplier of the Customer's intent to no longer participate in the program. Customers shall be terminated from the program effective with the next billing period. Customers may switch Suppliers effective with the May 1 annual anniversary date of the Customer Select Pilot Program, unless otherwise allowed by the Company during the term of the program. A Supplier may refuse to continue serving a Customer as of the May 1 annual anniversary date, subject to providing notice to the Customer and the Company on or before the preceding March 1. Upon 15 days notice, Customers that are 60 days or more in arrears for payment of services rendered by the Supplier, may be prospectively returned to NI-Gas sales service at the Supplier's request.

*** Pilot Program Termination.**

The Customer Select Pilot Program shall terminate on April 30, 2002 unless otherwise requested by the Company and authorized by the Commission.

General.

Except as specified herein, all other provisions of the Customer's rate shall apply. The Schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to those Terms and Conditions, including any changes authorized by the Commission subsequent to the initial effective date of this rider.

**Rider 16
Supplier Aggregation Service**

Applicable to Rider 15

*** Availability.**

Service under this rider is available to any approved Supplier representing a group of Customer accounts being served under Rider 15, Customer Select Pilot Program. Participation is available to any non-residential Customer and residential Customers in selected geographical areas served under Rider 15.

Participation shall be limited to Customers enrolled and included on Supplier's lists of participating Customers during an open enrollment period from January 8, 2001 through March 31, 2001. Transportation Customers will have an Open Enrollment period from January 8, 2001 through February 9, 2001. Service for the fourth year under this rider shall begin May 1, 2001.

Suppliers shall enter into Supply Aggregation Agreement with the Company to transport gas from an interconnection between the Company and a pipeline to a Customer and the following requirements shall also apply:

- (a) the Supplier shall contract for transportation of direct purchases from the delivery point of the seller to an existing pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Supplier's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general use; and
- (b) the final pipeline transporter of such gas shall agree to provide daily delivery data for such gas to the Company; and
- (c) satisfactory evidence of Supplier's contracts with seller(s) and intrastate or interstate transporters shall be provided to the Company; and
- (d) all such arrangements shall have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company.

Charges.

There will be a one-time application charge of \$2,000 per Supplier at the time of submitting a completed Supplier Aggregation Agreement.

Monthly charges for each Group shall be the sum of (a) through (h).

- (a) Group Charge
\$200.00 per month. A Supplier may form a Group with any number of Customers included.

(Continued On Sheet No. 75.4)

**Rider 16
Supplier Aggregation Service**

(Continued From Sheet No. 75.7)

- (j) refrain from telemarketing to the Company's Customers between the hours of 9:00 P.M. and 8:00 A.M.; and
- (k) include as a minimum, the following information for voice recorded customer contract; name of Supplier, authorization of Supplier as agent, pricing of natural gas, other charges, contract termination charges (if any), Customer name, account number, and meter number.
- (l) file with the Illinois Commerce Commission and provide to the Company a copy of bill formats, standard Customer contract and Customer complaint and resolution procedures, and provide a Supplier contact and telephone number prior to the start of the Customer Select Pilot Program and on an on-going basis as warranted by changes in any of the above.

Company/Supplier/Customer Contracts.

The Supplier shall provide to the Company, by electronic data transmission, a listing of each Customer to be included in a Group. Such listing shall include the Customer's account number, name, address, meter number, tax identification number (optional) and/or social security number (optional). The Supplier warrants that it has obtained authorization from each Customer specifying the Supplier as the sole agent for the Customer and agrees to provide to the Company access to the agency agreements for purposes of auditing compliance. Thereafter, the Company shall notify each Customer of its enrollment in the program and of the Supplier serving the Customer.

*** Pilot Program Termination.**

The Supplier Aggregation Service shall terminate on April 30, 2002 unless otherwise requested by the Company and approved by the Commission.

General.

The schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to these Terms and Conditions including, but not limited to, Transportation Limitations and Amounts, and the Critical Day definition, including any changes authorized by the Commission subsequent to the initial effective date of this rider.