

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

Ill.C.C. No. 16 - Gas

Original Sheet No. 17.51.1

Rate 21
Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.51)

* All storage service hereunder shall require corresponding transportation service to effectuate the movement of storage volumes from any Shipper's storage service account. Gas shall be deemed to have been stored when the Company's recorded transportation receipts from any Shipper exceed the recorded deliveries to that Shipper, if any, on the same day. Gas shall be deemed to have been withdrawn from storage when Company's recorded transportation deliveries to any Shipper exceed the recorded receipts from that Shipper on any day. Service under this rate will be provided on an interruptible basis, subordinate to the Company's firm service obligations.

* **Interruptions of Service.**

The Company shall not provide interruptible service under this rate schedule to the extent that interruptions may occur on any day which the Company has declared a Critical Day or has imposed an Operational Flow Order, as defined in the Company's Terms and Conditions. Interruptible services may, including priority interruptible services, also be interrupted. Interruptions may also occur if such service would prevent the Company from meeting all of its firm service obligations as a local gas distribution utility, including the Company's system management needs, such as the use of storage. Within the Company's best operating judgment and discretion, in the event that service has already commenced and the Company learns that continued furnishing of service may prevent the Company from meeting all of its firm service obligations as a local gas distribution utility, then the Company may, at its sole discretion and upon giving appropriate notice to Shipper(s), interrupt the continuation of any or all of the interruptible services hereunder. For the purposes hereof, any interruption of service shall mean the cancellation or cessation of any scheduled daily gas transportation receipt or delivery, or the Company's ordered withdrawal or, in the case of a storage loan, injection of any Shipper's gas from storage. Deferred Delivery, until further notice; provided, however, if any such interruption by the Company results in an unscheduled storage Deferred Delivery of gas on any day for Shipper(s), then the Company shall retain such gas until service can be resumed as originally scheduled, and the Company shall waive any additional Deferred Delivery charges otherwise incurred solely because of such interruption. The Company reserves the right to refuse any nominations after notification of interruption.

To reflect the higher scheduling priority of priority interruptible service over other interruptible services, Shipper shall be subject to the prepayment charges set forth herein; provided, if Company is unable to provide service on a given day, Shipper shall be not required to pay such prepayments with respect to any service Company is not able to provide. In all other respects, priority interruptible storage service shall be subject to the same requirements as interruptible services.

Eligibility.

Any Shipper is eligible for the services offered hereunder upon meeting all the terms and conditions specified herein and upon the execution of a valid and approved contract.

(Continued On Sheet No. 17.52)

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1st Revised ~~Original~~ Sheet No.
17.52
(Canceling Original Sheet No.
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**Rate 21
Intrastate Interruptible Transportation and Storage Services**

(Continued From Sheet No. ~~17.51, 17.54~~)

*** Definitions.**

"Shipper" shall refer to any eligible party electing and subsequently having the necessary authorization of the Company to use any of the services offered hereunder.

"Transporter" shall refer to the local gas distribution company or interstate natural gas pipeline delivering gas on behalf of the Shipper to the Company.

~~"Storage Service" shall refer to Company's retention of Customer's gas for a defined period. Storage Service may either be provided where gas is delivered to Company by the Shipper for subsequent redelivery to the Shipper; or where gas is delivered by Company to Shipper for subsequent redelivery to Company, such as in the case of a loan. "Deferred Delivery" shall refer to a period during which the Shipper may schedule delivery of gas at the Receipt Point on a different gas day than scheduled to the Delivery Point. The Deferred Delivery shall not exceed one hundred twenty (120) calendar days.~~

~~"Transfer Point" shall refer to the point of delivery within the Company's service territory at which title transfers to another Party for withdrawals from Deferred Delivery nominated to: (1) a Company transportation Customer's Storage Banking Service; or (2) another Shipper.~~

"Receipt Point" shall refer to: (1) the point of interconnection between the Company and Transporter, where the Company receives gas supplies; or (2) storage Deferred Delivery.

~~"Delivery Point" shall refer to either: (1) storage Deferred Delivery; (2) the point of redelivery by the Company to another local gas distribution company; or (3) the Transfer Point.~~

"MDCQ" shall refer to the Maximum Daily Contract Quantity, in therms, the Shipper may transport each day under this rate, subject to the prior approval of the Company.

"Unaccounted-For Gas" shall refer to the quantity of Shipper's gas retained by the Company at the time of delivery to the Delivery Point, if the Delivery Point is the storage account of a transportation Customer of the Company. Unaccounted-For Gas shall equal the therms scheduled at the Receipt Point less the Unaccounted-For Gas Adjustment, as defined in the Company's Terms and Conditions.

*** Valid Requests.**

A request for service under this rate shall be valid if it specifies: (1) the Shipper's name; (2) whether the Shipper is eligible to be a transportation Customer of the Company or a local gas distribution company with a physical interconnection to the Company's system, or of a broker/marketer serving transportation Customers; (3) the proposed MDCQ; and (4) that after delivery to the Company the gas will only be transported by another local gas distribution company and ultimately be consumed within the State of Illinois without returning to interstate commerce.

(Continued On Sheet No. 17.53)

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Issued by - Gerald P.
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Original Sheet No.
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**Rate 21
Intrastate Interruptible Transportation and Storage Services**

-(Continued From Sheet No. 17.52)

A request for service shall not be valid and the Company shall not be obligated to accept such request for service if: (1) the Company determines, based on its credit analysis, that the Shipper does not possess sufficient financial stability to make it reasonably likely that the service provided under this Rate 21 will be paid for in a timely manner; (2) the service requested would not comply with this rate; or (3) the service is requested at less than the applicable maximum rate, unless agreed to by the Company.

When the Company accepts a Shipper's request for service under this rate, it shall tender a Hub Transaction Request and Agreement Form, which shall be deemed accepted by the Shipper (i) upon the Shipper's execution of such Hub Transaction Request and Agreement Form, or (ii) if Shipper does not object, in writing, to the tendered Hub Transaction Request and Agreement Form within two (2) business days of the date of receipt. The Company shall tender a contract for service under this rate to the Shipper for execution when Shipper's request for service is accepted. Unless waived by the Company, a request for service shall be invalid if Shipper fails to execute a contract for service under this rate within thirty (30) days after a contract has been tendered by the Company for execution.

*** Charges.**

The Company shall not be obligated to provide service under this tariff at less than the maximum rate. The Company may discount its maximum charges to a lower amount on a non-discriminatory basis. The charges assessed shall not exceed the lesser of the maximum amounts stated below or the amount the Company is charging an affiliated interest for comparable service.

	Maximum	Minimum
	Per Therm	Per Therm
<u>Interruptible Transportation Service:</u>		
Commodity Charge	0.762¢	0.0¢
<u>Priority Interruptible Transportation Service:</u>		
Monthly Prepayment Charge	11.587¢	0.0¢
Commodity Charge	0.381¢	0.0¢
<u>Firm Transportation Service:</u>		
Monthly Reservation Charge	23.175¢	0.0¢
Commodity Charge	0.000¢	0.0¢
<u>Interruptible Storage Service:</u>		
Daily Commodity Charge	1.146¢	0.0¢
<u>Priority Interruptible Storage Service:</u>		
Monthly Prepayment Charge	17.428¢	0.0¢
Daily Commodity Charge	0.573¢	0.0¢

(Continued On Sheet No. 17.53.147.54)

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

Ill.C.C. No. 16 - Gas
Original Sheet No. 17.53.1
(Temporary Sheet For Filing
Purposes Only)

Rate 21
Intrastate Transportation and Storage Services

(Continued From Sheet No. 17.53)

	Maximum	Minimum
Firm Storage Service:	Per Therm	Per Therm
Monthly Deliverability Charge	17.428¢	0.0¢
Monthly Capacity Charge	0.255¢	0.0¢

For avoidance of doubt, Transportation Charges shall be applicable on gas scheduled to any Delivery Point and for gas scheduled for injection into storage and gas scheduled for withdrawal from storage.

* ~~The Transportation Charge shall be a daily amount per therm negotiated by the Shipper and the Company. The Transportation Charge shall be applied to gas delivered to the Delivery Point, if the Delivery Point is other than Deferred Delivery, less Unaccounted For Gas where applicable. The maximum Transportation Charge or Storage Charge, as applicable, shall not exceed the lesser of (i) the maximum rate listed above 0.750¢ per therm or (ii) the amount per therm the Company charges is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable services. The Company shall not be obligated to provide service under this rate at less than the maximum charge.~~

* ~~The Deferred Delivery Charge shall be a daily amount per therm negotiated by the Shipper and the Company, and applied to the daily Deferred Delivery balance. The maximum Deferred Delivery Charge shall not exceed the lesser of (i) 0.665¢ per therm per day or (ii) the amount per therm the company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service.~~

Monthly Billing.

The Company shall determine, as soon as practicable after the end of each month, a bill based on the charges as provided herein. Customer shall pay such bill within 14 days after the postmark date. A late payment charge, as provided in the Company's Terms and Conditions, shall be charged on any past due balance of the Customer's account.

* **Contract.**

~~The initial term of the contract shall be a minimum of one (1) day and a maximum of one (1) year. The initial term shall commence when the Company begins to supply service hereunder. Contracts may be renewed for a period mutually agreed to by the Shipper and the Company, for a period of up to one year. The contract will specify the MDCQ in terms, the Transportation Charge per therm, the Storage Deferred Delivery Charge per therm, and an affidavit from the Shipper that all gas transported under this rate will be consumed within the State of Illinois without returning to interstate commerce.~~

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Rate 21
Intrastate Interruptible Transportation and Storage Services

(Continued From Sheet No. 17.53.1)

*** Scheduling.**

The Company shall decline to schedule service if the Shipper's nomination is not confirmed by both the Transporter and the Receipt Point operator, if other than the Company.

All nominations for service under this rate shall be made in accordance with the procedures set forth in the Company's Terms and Conditions.

All nominations for service under this rate shall specify both a the Receipt Point and a the Delivery Point. If a nomination designates the Transfer Point as the Delivery Point, the nomination must specify the transportation identification number of the Company transportation Customer or other Shipper that gas is to be assigned to by the Company.

If timely nominations for service under this rate exceed available capacity, then the Company shall allocate the capacity available to provide this service as set forth in the Nature of Service to Shippers, ~~as follows: First, the Company shall allocate available capacity based on the Transportation Charge that Shippers have agreed to pay, and priority shall be in the order of the highest to the lowest charge. Service to Shippers paying the highest charge shall be scheduled first. Second, if there is insufficient capacity to schedule all service for which the same Transportation Charge is being paid, then the Company shall allocate the remaining available capacity pro rata among such Shippers based on the ratio of each such Shipper's nomination to the sum total nominations of such Shippers.~~

~~On each gas day on which the Shipper takes service under this rate, the quantity of gas nominated to and confirmed by the Company for receipt at the Receipt Point shall equal the quantity of gas, less Unaccounted For Gas, delivered by the Company to the Delivery Point, unless the Delivery Point is Deferred Delivery. If the Delivery Point is the Transfer Point, and is nominated to a Company transportation Customer, an adjustment for Unaccounted For Gas shall be made and reflected on the bill of the Company transportation Customer receiving the gas.~~

~~If availability is confirmed by the Company, Shipper may designate Deferred Deliveries for each gas day, up to one hundred twenty (120) calendar days, by nominating deliveries to a Company Deferred Delivery account. Deferred Delivery shall be designated as the Delivery Point in the initial nomination, and the Receipt Point on the gas day withdrawals are to be made. The Company has no obligation to make Deferred Deliveries available on any gas day.~~

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

Ill.C.C. No. 16 - Gas
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Rate 21

***~~Intrastate Interruptible~~ Transportation and Storage Services**

(Continued From Sheet No. 17.54)

*** Imbalances.**

The Company and any local gas distribution company with a physical interconnect shall resolve operational imbalances in a mutually agreeable manner.

The maximum Transportation Charges or Storage Charges, as applicable, shall be applied to resolve Shipper imbalances, unless the Company and Shipper mutually agree to another manner of resolution.

Conditions of Service.

The Shipper shall arrange with the Transporter, the Receipt Point operator if other than the Company, and the Shipper's broker/marketer, if applicable, to provide the Company with the daily data for all Shipper-owned gas delivered to the Delivery Point.

Any measurement required to determine deliveries to the Company of Shipper-owned gas at each Receipt Point shall be done by the Transporter in accordance with the terms of the Transporter's currently effective tariff, on file with either the Federal Energy Regulatory Commission or the Illinois Commerce Commission, as applicable, and metering practices applicable to deliveries to the Company.

The Shipper shall hold title to the gas delivered under this rate at all times. The Company shall be deemed to be in control and possession of the gas deliverable to the Shipper after its receipt by the Company at the Receipt Point until its delivery to the Shipper at the final Delivery Point. The Shipper shall be deemed to be in control and possession of such gas at all times at and prior to receipt at the Receipt Point, and at and after delivery to the final Delivery Point.

In no event shall the Company be required to take any action, engage in any activity or provide any service that would cause the Company to become subject to the jurisdiction of the Federal Energy Regulatory Commission or to lose its exemption from Federal Energy Regulatory Commission jurisdiction pursuant to Section 1(b) or 1(c) of the Natural Gas Act (15 U.S.C. 717 (b), 717 (c)).

General.

The Schedule of which this rate is a part includes certain Terms and Conditions and Rates and Riders. Service hereunder is subject to these Terms and Conditions and the Rates and Riders which may be applicable.

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**Rate 74
General Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate 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 Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

*** Charges shall be the sum of (a) through (l).**

- (a) Administrative Charge
~~\$25.00~~24.00 per month for an individual account. Group accounts will be charged ~~\$7.00~~14.00 per month per account with a minimum group charge of ~~\$32.00~~38.00.
- (b) Recording Device Charge
~~\$5.00~~4.00 per month per each account with a diaphragm meter; or
\$12.00 per month for each account for all other meter types.

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

Ill.C.C. No. 16 - Gas
~~2nd~~1st Revised Sheet No. 19
(Canceling 1st Revised Sheet No.
19, Effective April 11, 1996)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 18)

* (c) Monthly Customer Charge

The monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery as follows:

	<u>Meter Class</u>
\$ 15.50 11.50 per month	A. (less than 1,000 cfh)
\$ 50.00 per month	B. (1,000-10,000 cfh)
\$100.00 per month	C. (greater than 10,000 cfh)

* (d) Distribution Charge

(Effective as of December 19, 2004)

~~13.14~~11.95¢ per therm
~~6.66~~5.48¢ per therm
~~3.49~~2.41¢ per therm

Distribution Charge

(Effective as of January 1, 2007)

12.88¢ per therm
6.39¢ per therm
3.49¢ per therm

Therms Supplied
in the Month

for the first 150
for the next 4,850
for all over 5,000

* (e) Storage Banking Service (SBS) Charge

0.~~38~~39¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

(f) Firm Backup Service (FBS) Charge

The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

(g) Excess Storage Charge

10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.

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

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**Rate 74
General Transportation Service**

(Continued From Sheet No. 19)

- (h) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (j) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

- (k) Transition Surcharge
The Transition Surcharge (TS) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.
- * (l) Operational Flow Order (OFO) Non-Performance Charge
On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* **Storage.**

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

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~~1997~~)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 20)

* On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times ~~0.0210-023~~ times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

Contract.

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in terms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Monthly Customer, Recording Device, and Administrative Charges for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

* **General.**

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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**Northern Illinois Gas Company
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Ill.C.C. No. 16 - Gas
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**Rate 76
Large General Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate 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 sales and transportation Customers gas without impairment of anticipated deliveries of any gas supplies; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

*** Charges shall be the sum of (a) through (k).**

- (a) Customer Charge
\$~~225.00~~~~474.00~~ per month.
- (b) Distribution Charge
Prior to January 1, 2007 the charge shall be ~~2.22~~~~1.38~~¢ per therm for all therms delivered to the Customer during the billing period. Effective as of January 1, 2007 the charge shall be 2.04¢ per therm.
- (c) Storage Banking Service (SBS) Charge
~~0.380~~~~.39~~¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

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**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 22)

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

(d) **Firm Backup Service (FBS) Charge**

The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

(e) **Excess Storage Charge**

10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.

(f) **Requested Authorized Use Charge**

For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

(g) **Authorized Use Charge**

For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

(h) **Unauthorized Use Charge**

For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

(i) **Transition Surcharge**

The Transition Surcharge (TS) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

* (k) **Operational Flow Order (OFO) Non-Performance Charge**

On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the

(Continued On Sheet No. 24)

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

Ill.C.C. No. 16 - Gas
~~4th~~^{3rd} Revised Sheet No. 24
(Canceling ~~3rd~~^{2nd} Revised Sheet
No. 24, Effective October 3,
~~2001~~^{May 31,}
~~1997~~)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 23)

high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* **Minimum Monthly Charge.**

The minimum monthly bill shall be the sum of ~~\$2,600~~^{\$2,900} plus charges (c) through (k).

* **Storage.**

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.021~~0.023~~ times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

Contract.

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in terms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the un-expired portion of

(Continued Oen Sheet No. 24.5)

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Issued by - Gerald P.
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Entered July 5, 2001 in Docket Nos. 00-0620 and 00-0621 Consolidated
Items in which there are changes are preceded
by an asterisk (*)

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

Ill.C.C. No. 16 - Gas

1st Revised Original Sheet No. 24.5
(Canceling Original Sheet No. 24.5,
Effective October 3, 2001)

Rate 76
Large General Transportation Service

(Continued From Sheet No. 24)

the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

*** General.**

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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Items in which there are changes are preceded
by an asterisk (*)

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

Ill.C.C. No. 16 - Gas

4th^{3rd} Revised Sheet No. 25
(Canceling 3rd^{2nd} Revised Sheet
No. 25, Effective October 3,
2001~~April 10,~~
~~1998~~)

**Rate 77
Large Volume Transportation Service**

Availability.

For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer-owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and

- (a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate 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 Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (b) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.

*** Charges shall be the sum of (a) through (k).**

(a) Customer Charge
\$~~300.00~~597.00 per month.

(b) <u>Demand Charge</u> (Effective as of December 19, 2004)	<u>Demand Charge</u> (Effective as of January 1, 2007)
61.9246 <u>.33</u> ¢ per therm	47.31¢ per therm
5.811 <u>.55</u> ¢ per therm	5.81¢ per therm

Terms of Peak Billing
Demand for the Month
for the first 10,000
for all over 10,000

(c) Commodity Charge
0.480.30¢ for all therms delivered to the Customer during the billing period.

(Continued On Sheet No. 26)

Filed with the Illinois Commerce Commission on <u>November 4, 2004</u> October 2, 2004	Effective <u>December 19,</u> <u>2004</u> October 3, 2004
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Entered July 5, 2001 in Docket Nos. 00-0620 and 00-0621 Consolidated	Vice President
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
~~3rd 2nd~~ Revised Sheet No. 26
(Canceling ~~2nd~~ 1st Revised Sheet
No. 26, Effective August 15,
~~1997~~ April 11,
1996)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 25)

- * (d) Storage Banking Service (SBS) Charge
0.380.39¢ per therm per month for all therms of Storage Banking Service capacity.

Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.

For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.

- (e) Firm Backup Service (FBS) Charge
The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.

For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).

- (f) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.

- * (g) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

- * (h) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

- * (i) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

(Continued On Sheet No. 27)

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Items in which there are changes are preceded
by an asterisk (*)

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

Ill.C.C. No. 16 - Gas

~~3rd~~^{2nd} Revised Sheet No. 27
(Canceling ~~2nd~~^{1st} Revised Sheet
No. 27, Effective October 3,
~~2001~~April 11, 1996)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 26)

(j) Transition Surcharge

The Transition Surcharge (TS) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

* (k) Operational Flow Order (OFO) Non-Performance Charge

On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance.

In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Customer and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$8,000~~6,000~~ plus (d) through (k).

* Storage.

On any day in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Customer's metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas held in storage by the Company and available for the Customer's use. The Customer may place into storage amounts up to the Storage Banking Service capacity.

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.0210-0.023 times the Storage Banking Service capacity.

On any day, other than a Critical Day or an OFO Shortage Day, in which Customer-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Customer's metered gas deliveries from the Company, the balance of any gas held in storage for the Customer's account will be used.

See Terms and Conditions for Order of Deliveries.

(Continued On Sheet No. 28)

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Items in which there are changes are preceded
by an asterisk (*)

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 28
(Canceling 3rd Revised Sheet
No. 28, Effective October 3,
2001~~May 31,~~
~~1997~~)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 27)

Excess Facilities Charge.

Where the Customer chooses to have combined billing for more than one point of delivery on a single premises, each delivery point with maximum demand of at least 1,000 therms per day and acceptable to the Company will be metered separately but combined and billed as one account. The Customer shall pay a monthly excess facilities charge of two percent of the investment required for the Company to furnish the additional facilities. Any service pipe installation for additional delivery points shall not be subject to the Gas Service Pipe provision of Terms and Conditions.

Demand Provisions.

The Peak Billing Demand in any billing period shall be the highest gas day demand established on days within such billing period. The demand for any gas day shall be the number of therms of gas used during such day as determined by maximum demand instruments or by meter readings.

Contract.

The initial term of the contract shall be one year. The initial term shall commence when the Company begins to supply gas service hereunder and shall be automatically renewed each year for a period of one year. The contract will specify, in therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity.

Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including, but not limited to, the Minimum Monthly Charge for the unexpired portion of the initial term of contract and, if applicable, the Storage Banking Service, Firm Backup Service and Gas Supply Cost charges until June 1. A Customer may not voluntarily discontinue transportation service and subsequently renew transportation service under this rate or different transportation service provisions within a period of 12 consecutive months at the same premise.

*** General.**

The schedule of which this rate is a part includes certain Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate, including but not limited to, Transportation Limitations and Amounts, Maximum Daily Contract Quantity, definitions of Critical Day, definitions of an Operational Flow Order Day, Requested Authorized Use, Authorized Use, and Unauthorized Use.

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Items in which there are changes are preceded	Post Office Box 190
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3rdrd Revised Sheet No. 29
(Canceling 2ndnd Revised Sheet
No. 29, Effective April 10th,
1998+1996)

Rate 81
Energy Transportation Service

***CANCELED**

*** Availability.**

~~This rate is available to any Customer served under Rate 11 prior to April 11, 1996 at the premises so served on such date and continuously taking service under this rate using the Company's gas service as the sole fuel for the operation of a gas engine or turbine producing mechanical or electrical energy used on the Customer's premises, or to any qualifying cogeneration installation, as defined by the Public Utility Regulatory Policies Act of 1978. Such service supplied hereunder shall be separately metered.~~

~~Customers who enter into a Gas Service Contract with the Company for service under Rate 11 prior to the effective date of 34th Revised Sheet No. 15.20, Ill.C.C. No. 9, filed with the Illinois Commerce Commission on August 2, 1989 may use up to 50 percent of the total gas supplied hereunder for the direct firing of an auxiliary boiler supplementing engine or turbine waste heat recovery for other energy needs of the Customer. Customers entering into a Gas Service Contract with the Company for service hereunder subsequent to such date shall not be permitted to use gas hereunder for any purposes other than operation of the engine or turbine.~~

~~For any commercial or industrial Customer at a single location who enters into a contract with the Company hereunder, to transport Customer owned gas from an interconnection with a pipeline supplier of the Company to the Customer's premises; and~~

- ~~(a) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate 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 sales and transportation Customers' gas without impairment of anticipated deliveries of any gas supplies; and~~
- ~~(b) where the final pipeline transporter of such Customer owned gas agrees to provide daily delivery data for such gas to the Company; and~~
- ~~(c) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and~~
- ~~(d) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and~~
- ~~(e) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.~~

~~Customers served hereunder shall have their metered usage and nominations daily balanced in accordance with any transportation and storage provisions.~~

(Continued On Sheet No. 30)

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

Ill.C.C. No. 16 - Gas

~~3rdrd~~ Revised Sheet No. 30
(Canceling ~~2ndst~~ Revised Sheet
No. 30, Effective October 3, 2001
April 11,
1996)

**Rate 81
Energy Transportation Service**

(Continued From Sheet No. 29)

***CANCELED**

* ~~Charges shall be the sum of (a) through (l).~~

- (a) ~~Administrative Charge~~
~~\$24.00 per month for an individual account. Group accounts will be charged \$14.00 per month per account with a minimum group charge of \$38.00.~~
- (b) ~~Recording Device Charge~~
~~\$4.00 per month per each account with a diaphragm meter; or
\$12.00 per month for each account for all other meter types.~~
- (c) ~~Monthly Customer Charge~~
~~\$100.00 per month.~~
- (d) ~~Distribution Charge~~
~~1.42¢ per therm for all therms delivered to the Customer during the billing period.~~
- (e) ~~Storage Banking Service (SBS) Charge~~
~~0.39¢ per therm per month for all therms of Storage Banking Service capacity.~~

~~Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.~~

~~For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.~~

- (f) ~~Firm Backup Service (FBS) Charge~~
~~The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.~~

~~For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).~~

- (g) ~~Excess Storage Charge~~
~~10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.~~

(Continued On Sheet No. 31)

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