
GAS

SCHEDULE OF RATES

FOR

GAS SERVICE

THIS SCHEDULE CANCELS THE FOLLOWING SCHEDULES:

CENTRAL ILLINOIS LIGHT COMPANY d/b/a AMERENCILCO
ILL. C. C. NO. 17 IN ITS ENTIRETY

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**CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS
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Allerton	Edwards	Lincoln
Alta	Elkhart	Longview
Armington	Elmwood	Lovington
Arcola	Emden	Lowpoint
Arthur	Eureka	Manito
Atlanta	Fairmount	Mapleton
Atwood	Farmington	Marquette Heights
Bartonville	Garrett	McLean
Bayview Gardens	Germantown Hills	Metamora
Beason	Grandview	Metcalf
Bellevue	Green Valley	Minier
Bement	Groveland	Mossville
Bradford	Hammond	Mount Pulaski
Brimfield	Hanna City	Murdock
Broadlands	Hartsburg	Newman
Broadwell	Henry	North Pekin
Camargo	Heyworth	Norwood
Camp Grove	Homer	Oakwood
Catlin	Hopedale	Orchard Mines
Cazenovia	Hume	Pekin
Chatham	Indianola	Peoria
Chesterville	Ivesdale	Peoria Heights
Chestnut	Jamaica	Pesotum
Chillicothe	Jerome	Philo
Chrisman	Kenney	Pierson Station
Clear Lake	Kickapoo	Pottstown
Cramer	Kingston Mines	Princeville
Creve Coeur	Lacon	Putnam
Curran	La Fayette	Roanoke
Dahinda	La Rose	Rochester
Delavan	Latham	Rome
Dunlap	Laura	Sadorus
East Peoria	Leland Grove	St. Joseph
Edelstein		
Eden		

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**CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS
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San Jose
Scotland
Sherman
Sidell
Sidney
South Pekin
Southern View
Sparland
Spaulding
Spring Bay

Springfield
Stanford
Tolono
Toulon
Tremont
Trivoli
Tuscola
Varna
Villa Grove
Washburn

Washington
Waynesville
West Peoria
Williamsfield
Williamsville
Wyoming
Yates City

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CUSTOMER TERMS AND CONDITIONS

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1. AVAILABILITY

Service under this Schedule is available to any Customer located in Company's service area. By accepting service under this Schedule, Customer is agreeing to abide by the Company's Terms and Conditions, Standards and Qualifications for Gas Service and other requirements of this Schedule.

2. NATURE OF SERVICE

Company provides the following services to Customer under this Schedule as to gas delivered by a Customer's Retail Gas Supplier (RGS or Supplier) to Company's distribution system for delivery to Customer. These same services are provided if Company is providing gas to Customer under its Riders S.

1. Distribution of gas to Customer;
2. Metering;
3. Billing services subject to the provisions of Section 8, "Billing and Payment";

3. SERVICE OPTIONS

A Customer taking service under this Schedule will receive Gas Delivery Service under the appropriate Gas Delivery Service Rate. The Customer shall have the following options for additional service:

A. Gas Supply Options

Non-Residential Customers have several options for gas supply. Company does not guarantee that Customer will be served under the most advantageous rate at all times and is not responsible to notify Customer of the most advantageous rate. The sources of gas supply are listed below.

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1. **System Gas Supply**
A Customer may purchase system gas supply from the Company pursuant to Rider S. The Company shall deliver the gas supply purchased by the Customer in accordance with this Schedule.

2. **Transport Gas Supply**
A Non-Residential Customer may arrange to purchase gas supply from a RGS pursuant to Rider T. The Company shall deliver the gas supply to the Customer in accordance with this Schedule.

B. Metering

The Company shall provide all metering required in order to provide gas service to Customer.

C. Billing Options

Customers that purchase gas from a RGS may be able to receive a single bill from the RGS which will contain charges for service provided by the RGS and the Company. The ability to receive a single bill from the RGS is dependent on whether the RGS elects to offer the Single Billing Option (SBO).

1. RGS does not provide Single Billing - Customer will receive a bill from the Company for Delivery Services and other applicable charges and a separate bill from the RGS for their service.

2. RGS provides Single Billing - Customer will receive a single bill from the RGS which contains charges from the Company as well as charges from the RGS.

A RGS shall not provide billing of the Company's services for any Customer for which there is a past due unpaid balance for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

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4. DEFINITIONS

Applicant

Applicant means a Person who applies for Residential or Non-Residential service and/or who requests an Extension as defined in the Standards and Qualifications for Gas Service

Average Daily Usage

Average Daily Usage means all Therms delivered to Customer during the Billing Period divided by the number of days in the Billing Period.

Billing Period

Billing Period means the interval between consecutive meter reading dates during which gas service is provided and billed for by Company.

Broker Authorization Form or BAF

Broker Authorization Form or BAF means a document, as specified by the Company, provided by a Customer to the Retail Gas Supplier to authorize the RGS to change or provide certain services for such Customer.

Budget Billing Plan

Budget Billing Plan is an optional payment plan available to Rate GDS-1 and GDS-2 Customers where Company will bill Customer a monthly amount equal to one-twelfth of the estimated annual billings to the Customer.

British Thermal Unit or Btu

British Thermal Unit or Btu is the standard unit for measuring quantity of heat energy, such as the heat content of fuel.

Commission or ICC

Commission or ICC means the Illinois Commerce Commission or any duly constituted successor to the Commission.

Company

Company means the legal entity noted in the header for which this Schedule is applicable.

Customer

Customer means a Person legally receiving service at a Premises or whose facilities are connected for utilizing service at the Premises.

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Dekatherm

Dekatherm means one million Btu's.

Distribution System

Distribution System means those mains and other equipment used to distribute gas.

Gas Main MAOP

Gas Main MAOP means the maximum allowable operating pressure of Company's gas main.

Maximum Daily Quantity or MDQ

Maximum Daily Quantity or MDQ means the maximum volume of gas, expressed in Therms, that Company supplies on any day at a point of usage.

Maximum Daily Contract Quantity or MDCQ

Maximum Daily Contract Quantity or MDCQ means the maximum volume of gas, expressed in Therms, that Company is obligated to deliver on any day at a point of usage specified in Customer's written contract with Company.

MCF

MCF means one thousand cubic feet of gas.

Municipality or Municipal Corporation

Municipality or Municipal Corporation means any city, village or town.

Non-Residential

Non-Residential means those Customers not eligible for Residential service.

Person

Person means a natural Person, corporation, developer, firm, real estate trust, partnership, organization, association or other legal entity.

Point of Delivery

Point of Delivery means a Company-approved, single location where the Customer's piping is connected to the Company's service.

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Premises

Premises means a contiguous tract of land separated by nothing more than a highway, street, alley or railroad right-of-way, where all buildings and/or gas consuming devices located thereon are owned or occupied by a single Customer or applicant for gas service, or where all gas delivered thereto is utilized to supply one or more buildings and/or gas loads which the Company considers as components of a unified operation.

Public Utilities Act or Act

Public Utilities Act or Act means the Illinois Public Utilities Act, 220 ILCS 5/1-101 et seq.

Residential

Residential means those Customers eligible for Residential service pursuant to the Availability Section of Rate GDS-1 - Residential Gas Delivery Service.

Supplier, Retail Gas Supplier or RGS

Supplier, Retail Gas Supplier or RGS means an Illinois RGS or supplier other than the Company, providing gas supply in Company's service area.

Service

Service means the equipment used for delivering gas energy from the Distribution System to the Customer's Point of Delivery.

Therm

Therm generally means 100 cubic feet of natural gas, a measure of the heat content of gas, such that a cubic foot typically contains one thousand British Thermal Units (Btu).

5. APPLICATION FOR AND COMMENCEMENT OF SERVICES

A. Application for Service

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Any Person, developer, firm, organization, association, corporation or other entity whose Premises are within the Company's service territory may request service, subject to all applicable rules and regulations, by making application through the Company's Customer contact center or through www.ameren.com. When a written service agreement is required by the Company, it shall be signed by the Customer or by its duly authorized agent and accepted by the Company before service is supplied. No employee or agent of the Company has the power to amend, modify, alter, or waive the rules and regulations contained herein, or to bind the Company by making any promises or representations not authorized in this Schedule.

The Company has the right to obtain information from an Applicant or a Customer to determine such Applicant's or Customer's identity. If the Applicant or Customer refuses to provide information sufficient to determine identity, the Company may refuse to provide gas service to the Premises.

B. Broker Authorization Form

Customers that elect to receive service from a RGS will be required to provide a signed Broker Authorization Form (BAF) to the Company. This form authorizes the RGS to view the customer's daily usage, make nominations on the Customer's behalf and include the Customer's account in a pool group. The Company will set up a Customer/Supplier relationship on the Unbundled Services Management System (USMS). Information contained in the BAF should be sufficient to ensure that the Customer wishes to add the Supplier as a gas provider and must contain the following additional information.

- a. Supplier's Company name;
- b. Supplier's address;
- c. Contact name for Supplier;
- d. Phone number for Supplier;
- e. Signature of the Customer;
- f. Date of the agreement;
- g. Customer's Company name;
- h. Customer's account numbers;
- i. Effective date of authorization.

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6. RATES AND CHARGES

A. Gas Delivery Service Rates

All Customers taking gas service from Company will be served under a Gas Delivery Service (GDS) Rate classification. Residential Customers shall be placed on Rate GDS-1. Non-Residential Customers shall receive service under Rate GDS-2, GDS-3, GDS-4, GDS-5, GDS-6 or GDS-7. The Company shall use the criteria specified in the availability section of each GDS Rate to determine if Customer is eligible for service under said Rate.

The available GDS rates are referenced below and the conditions and availability of each rate may be found on the applicable tariff sheets of this Schedule.

<u>Rate</u>	<u>Description</u>
GDS-1	Residential Gas Delivery Service
GDS-2	Small General Gas Delivery Service
GDS-3	Intermediate General Gas Delivery Service
GDS-4	Large General Gas Delivery Service
GDS-5	Seasonal Gas Delivery Service
GDS-6	Large Volume Gas Delivery Service
GDS-7	Special Contract Gas Delivery Service

Customers shall be subject to all riders, additions, adjustments, taxes, fees and charges that may be applicable under this Schedule from time to time.

B. Assignment of Gas Delivery Service Rate

1. Residential

A Residential Customer that meets the requirements of the Availability Section of Rate GDS-1 shall remain on Rate GDS-1 until such time as Customer no longer meets those requirements.

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2. Non-Residential

A Non-Residential Customer shall be eligible to receive service pursuant to the Availability section of Rate GDS-2, GDS-3, GDS-4, GDS-5, GDS-6 or GDS-7.

C. Reassignment of Gas Delivery Service Rate Due to Discontinued or Substantially Reduced Operation

Where a Non-Residential Customer's operation is discontinued or substantially reduced, Company may at its sole discretion, upon request by Customer, reassign Customer to the Gas Delivery Service Rate and charges under which Customer would be eligible based on their current level of gas use. If the Customer's existing meter is inadequate or incompatible with the new Gas Delivery Service Rate, the Customer will reimburse the Company for the cost of replacing the meter.

D. Penalty Charges From Interstate Pipelines

If, on any day other than a Critical Day, Customers' excess usage of Company-supplied gas contributes to cause penalty charges from an interstate pipeline, the Company shall be reimbursed for the penalty charges incurred. The penalty charges shall include any penalty, storage, or other costs incurred by the Company or imposed on the Company by a pipeline as a result of any under or over delivery imbalance, daily, monthly or otherwise, caused by the Customer. To calculate the Customer's portion of any penalty charges, the Company shall first prorate such penalty charges between Company supplied gas Customers and gas transportation Customers as two groups.

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The amount of the penalty charges allocated to the gas transportation Customers as a group shall then be allocated to individual transportation Customers. For purposes of this provision, the daily usage of a Customer without a daily recording device will be computed by dividing the Customer's total usage for the billing period by the number of days in the billing period. The Customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the Customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation Customers to the creation of such charges.

The amount of the penalty charges allocated to the Company supplied gas Customers shall be paid by all Customers receiving gas supply from the Company.

The penalty charges shall be billed to the Customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

7. METERING

General provisions pertaining to metering are located in the Metering Section of the Standards and Qualifications for Gas Service.

8. BILLING AND PAYMENT

A. Customer Deposits

The Company may require the Customer to make a reasonable deposit at any time to secure the prompt payment of bills in accordance with the rules and regulations of the Illinois Commerce Commission. The Company will also, pursuant to 83 Ill. Admin. Code Part 280.50, use a credit scoring system in the determination of whether a deposit will be billed to applicants for Residential service. If the credit score of the applicant for Residential service does not meet or exceed the predetermined minimum, a deposit will be billed. The Company will not require a deposit based on a credit scoring system if the applicant for Residential service is eligible for the Low Income Home Energy Assistance Program (LIHEAP) or provides proof of identity fraud. The Company will provide the "toll free" phone number and contact information of the appropriate credit agency to any Customer that is billed a deposit based on the Customer's credit score.

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B. Billing for Service

All bills will be based on the actual readings by the Company. Where actual readings are unavailable, bills will be based on estimates of Customer's usage. All bills shall be in accordance with the rates and charges contained in this Schedule, and will be computed monthly in accordance with the Company's meter reading schedule. If a bill adjustment is required due to meter error, the adjustment shall be made pursuant to the 83 Ill. Admin. Code, Part 500. All other adjustments shall be made pursuant to the 83 Ill. Admin. Code, Part 280.

C. Payment of Bills and Late Payments

1. Payment Due Date - Unless otherwise provided in 83 Ill. Admin. Code Part 280.90, bills will be due by the due date which will not be less than 21 days for Residential Customers and 14 days for Non-Residential Customers, after the date of the bill.
2. Payments and Late Payments - Failure to receive a bill shall in no way exempt a Customer from the provisions set forth herein. Payments received by mail shall be deemed timely if received by the Company not more than two full business days after the due date printed on the bill. Payments physically delivered to the Company shall be considered as having been received as of the date received by the Company or its authorized agent. Payments made by any form of electronic medium shall be considered as having been received as of the date the funds are electronically deposited to the Company's account. In the event payment is not received by the last date for payment except as herein provided, a late payment charge equal to 1.5% per month will be assessed on any amount considered past due, including balances subject to a "Deferred Payment Agreement". The Company will waive the assessment of a late payment charge one time in a twelve-month period for Residential Customers.

D. Charge for Dishonored Checks

A charge will be assessed on any negotiable instrument returned by a bank, savings institution or other institution pursuant to the Miscellaneous Fees and Charges tariff.

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E. Payment Preferred Due Date

The Company will, in accordance with 83 Ill. Admin. Code, Part 280.90, extend the payment period for Residential Customers in those circumstances and under the conditions specified in 83 Ill. Admin. Code Part 280, for a period of up to ten days subsequent to the Customer's regular due date. The Company may require an annual re-certification of the eligibility of the Customer.

F. Prorating of Monthly Charges

For billing purposes, the term "month" or "monthly" will represent the period between regular meter readings. Company's work schedules permit the orderly reading and billing of all meters by Company over a period of approximately every 30 days. All initial, final and reroute meter reading periods will be prorated based upon the actual number of days of service. All other meter reading periods will be prorated if the meter read period is less than 24 days or greater than 40 days. Where bills are rendered for periods of use in excess of, or less than this period, all steps of the rate will be prorated.

G. Budget Billing Plan Option

1. Availability

Any Residential Customer or small Non-Residential Customer taking service under Rate GDS-1 or GDS-2 may elect to participate in the Company's Budget Billing Plan.

The Customer may initiate service under the Budget Billing Plan during any month of the year by paying the stated Budget Billing Plan amount on their current bill in lieu of the actual amount due. Customers may also enroll in the Plan by either calling or writing the Company.

The Company may terminate participation in the Budget Billing Plan if the Customer fails to pay the budget billing amount by the due date of the monthly bill. Upon removal from the Plan, the Customer shall make the account current with the payment of the next regular monthly bill. The Company shall not be obligated to reinstate the Plan for that Customer during the twelve month period following such removal.

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The Customer may cancel participation in the Plan by giving notice to the Company and by making the account current with the payment of the next regular monthly bill.

2. Payment Determination

Bills rendered under the Budget Billing Plan will reflect an amount due that is equal to the monthly average of the estimated annual charges.

The Company may adjust the monthly billing amount whenever usage or commodity costs indicate a material change from the Company's previous estimate, or when a revision in the Company's filed rates has been approved by the Illinois Commerce Commission.

3. General

Except for the levelizing of Customer's payments for service, all other provisions, terms and conditions of the applicable rate schedule shall apply.

No late payment charge will be assessed on amounts billed under the Budget Billing Plan.

Monthly bills will show the amount of usage and associated charges in addition to the monthly budget billing amount. The bill will also show the Customer's accumulated status (amount of program year-to-date debit or credit) based on the payment of the current bill.

Where a Customer is using both the Company's electric and gas service at a specified location, the Budget Billing Plan will be utilized for both services collectively.

Final bills, whenever rendered, will include such amounts as may be necessary to settle the account balance as of the date of the final meter reading.

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H. Adjustment for Abnormal Operating Conditions

Where a Customer's load is abnormally affected due to an act of God, accident, fire, flood, explosion, or any other cause not reasonably within its control, as demonstrated to the satisfaction of the Company, the Company will allow a Customer credit based on its gas demand or other charges otherwise applicable during the current or succeeding months in consideration of the particular circumstances in each such case; provided, however, that any credit arising from such event shall not exceed 50% of Customer's monthly Distribution Delivery charges, before tax and other adjustments, if any.

I. Bill Form and Definitions

The Standard Bill Form is shown in Appendix A. Pursuant to 83 Ill. Admin. Code Part 500, the Company is required to provide certain information to its Customers. A facsimile of the reverse side of the bill form which shows definitions of abbreviations and technical words is shown in Appendix A.

9. TECHNICAL REQUIREMENTS FOR CUSTOMERS USING ALTERNATE OR BACKUP FUEL AND OPERATIONAL REQUIREMENTS

The Technical and Operational Requirements associated with Customers Using Alternate or Backup Fuel are located in the Technical Requirements For Customers Using Alternate or Backup Fuel And Operational Requirements Section of the Standards and Qualifications for Gas Service.

10. SWITCHING SUPPLIERS

A. Request for Conversion Between Company Supplied Gas Service And Gas Transportation Service

Customers that have contracted with the Company to transport Customer-Owned Gas may request to receive Company supplied gas (PGA gas), if eligible, pursuant to Company tariffs. In addition, Customers receiving Company supplied gas may request to contract with the Company to transport Customer-Owned Gas if eligible, pursuant to Company tariffs. Items governing a request for change of gas supply are as follows:

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- a. Written notification is required to convert from gas transportation service to Company supplied gas service or from Company supplied gas service to gas transportation service. Notification must be received by the Managing Supervisor of End User Transportation, from the Customer, prior to July 1 each year to be effective November 1 or a later date that is mutually agreeable between the Customer and Company.
- b. When a Customer changes gas supply service effective November 1, Customer shall remain on the requested gas supply service for 12 months. Service shall continue for additional 12 month periods until written notification is received as stated above.
- c. When a Customer changes gas supply service and Customer and Company mutually agree to an effective date later than November 1, Customer shall remain on the requested gas supply service through October 31. At that time service shall continue for 12 month periods until written notification is received as stated above.

B. Conflict Between Switch Requests

The Company shall accept and process multiple requests to allow RGS's to deliver gas to the Company on the Customer's behalf that it receives for a particular billing period. It is the responsibility of the Customer to coordinate with the RGS's the timeframe for delivery of gas purchased from the RGS.

11. CUSTOMER INFORMATION

A. Customer Specific Usage Information

A Customer or a RGS may request Customer specific information that includes gas usage for the last 24 billing periods. The Company will provide available usage history upon receipt of a valid request for such information. Requests can be made by contacting the Company's Customer Contact Center or on the Company's web site, www.ameren.com.

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B. Customer Specific Billing Information to RGS

The Company will not release to the RGS a Customer's credit or payment history or Customer's billed amounts in dollars, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A RGS, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard BAF is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be mailed or faxed to the Customer's billing address or to the address specified by the agent.

C. No Release of Information

No RGS or other Person who has obtained Customer information provided by the Company shall release Customer information to any Person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).

D. Customer Information Center

The Company will maintain a Customer contact center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the contact center.

12. DISCONNECTION AND RECONNECTION**A. Discontinuance of Service**

It is the responsibility of the Customer to notify the Company when a Customer wishes to discontinue gas service from the Company. Only the Company shall have the right to discontinue service to any Customer and to remove its property from Customer's Premises, after due notice for the following situations:

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1. Upon failure of a Customer to establish credit, or to adjust their cash deposit, or for non-payment of a delinquent bill owed to Company for the same class of service furnished to Customer at the same or another location as provided by 83 Ill. Admin. Code Part 280, or
2. Upon failure of a Customer to comply with the Company's rules or terms and conditions pertaining to Customer's service, or
3. Meter tampering as described in Section C below, or
4. Upon failure of a Customer to provide accurate identity information in a timely manner when there is suspicion of fraud or identity theft on an account

B. Customer Reconnection

A Customer's service so disconnected shall be reconnected after Customer has done the following:

1. Pursuant to the 83 Ill. Admin. Code Part 280, paid delinquent bills, established credit and paid a service reconnection charge as set forth in the Miscellaneous Fees and Charges tariff, or
2. Furnished satisfactory evidence of the compliance with Company's rules or terms and conditions and paid a service reconnection charge as set forth in the Miscellaneous Fees and Charges tariff.

C. Meter Tampering

The Company shall have the right to discontinue gas service to any Customer and remove its property from Customer Premises as provided for in 83 Ill. Admin. Code Part 280, where the Company discovers evidence of tampering with any meter or service piping leading thereto, and where such tampering is for the purpose of reducing the registration of the Customer's gas consumption. A Customer's service so disconnected shall be reconnected after Customer has furnished satisfactory evidence of the compliance with Company's rules or terms and conditions and paid all service charges as set forth:

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1. All delinquent bills, if any;
2. The amount of any Company revenue loss attributable to said tampering;
3. Expenses incurred by the Company in replacing or repairing the meter or other appliance or equipment and in the preparation of the bill;
4. A cash deposit, the amount of which shall not exceed the maximum amount determined in accordance with 83 Ill. Admin. Code Part 280, less the amount of any cash deposit which the Customer currently has on file with the Company.

D. Customer Notification

Prior to discontinuance of gas service to a Customer for the same class of service furnished at the same or another location, the Company will, under the terms of 83 Ill. Admin. Code Part 280, mail to the Customer a disconnect notice.

E. Seasonal Service Disconnects

When a Customer served under this Schedule makes only seasonal use of gas service and requests the Company to:

1. Disconnect the service, and where said service is left disconnected for fewer than 12 months, Customer shall pay to the Company at the time of reconnection an amount equal to the applicable monthly minimum charges times the number of months service was disconnected, plus a service reconnection charge.
2. Disconnect the service and remove Company facilities, Customer shall pay to the Company at the time of reconnection the total cost to the Company of installing and removing said facilities, less salvage, if any.

13. DISPUTE RESOLUTION

A Customer receiving gas service under this Schedule shall have the right to have Company personnel review any dispute. The Company shall address all Customer disputes pursuant to the 83 Ill. Admin. Code Part 280.160.

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14. MISCELLANEOUS GENERAL PROVISIONS

A. Tariffs Subject to Illinois Commerce Commission

All charges, Terms and Conditions, Riders and Tax Additions of the Company applicable to service supplied under this Gas Service Schedule are subject to approval, termination, change or modification by the Illinois Commerce Commission, to the extent permitted by law.

B. Limitation of Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular gas service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in pressure or change in character of gas supply, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in pressure or change in character of gas supply; nor shall the Company be liable for damages that may be incurred by the use of gas appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable for damage to Customer's equipment or property caused by conditions not due to negligence of Company. The Company shall not be responsible or liable for any losses suffered due to the termination of service.

The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

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The Company shall not be responsible nor liable for gas from and after the point at which it first passes to the pipes or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all gas used on the Premises until notice of termination of service is received by the Company and Company shall have taken the final meter readings.

The Company will not be responsible for damages for any failure, interruption or backfeed of the supply of gas, increase or decrease in pressure, or change in characteristics of gas supply.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Gas Service Schedule or other agreements, or any other applicable rule, regulation, order or tariff.

The Company shall endeavor to provide service connections to new Customers within a reasonable time and to furnish continuous service to Customers attached to the Company's facilities.

C. Non-Discriminatory Access

Delivery Service shall be priced and made available to all Customers on a non-discriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its Supplier of gas in accordance with applicable Commission Rules.

D. Exclusive Service

The Company shall be the sole provider of the delivery service to each Premises.

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E. Unusual Conditions

Company reserves the right to shut off the supply of gas at any time when such action is necessary for the purpose of making repairs or in case of an emergency. Company shall make reasonable efforts to notify Customer in advance of shutting off the supply of gas for the purpose of making repairs where no emergency is involved.

F Protection of Service

The Company will not render service to any Customer for use by the Customer which shall have a detrimental effect upon the service rendered to Company's other Customers.

G. Assignment

No agreement for service may be assigned or transferred without the written consent of the Company.

H. Resale and Redistribution of Gas

The Company will not furnish gas supply for resale or redistribution. Resale means the sale of gas by Customer to a third Person or Persons. Resale of gas is generally prohibited unless resale is explicitly allowed under the Company's Gas Service Schedule.

If Customer distributes and uses gas from a single point of usage to separate points or buildings on its Premises, such use shall not be considered resale provided (1) Customer owns or possesses the Premises and only Customer's business is operated there (excluding renting space in the Premises), and (2) Customer is a corporation, partnership or any entity affiliated with such corporation or partnership.

Redistribution of gas is prohibited. Redistribution means the furnishing of gas by Customer to a third Person or Persons in exchange for a benefit, a promise, or other consideration under conditions which do not constitute resale.

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I. Curtailment Plan

A. Priorities of Service

1. Purpose

The purpose of this plan is to establish the priority of service required to be provided by Company during periods of curtailments caused by natural gas supply deficiencies and/or pipeline capacity constraints.

2. Curtailment

During periods of natural gas supply deficiencies and/or capacity constraints on any part of the Company's distribution system, the Company will curtail or limit gas service to its Customers on this part of the distribution system as provided in this plan. Curtailment may be initiated due to a supply deficiency, a limitation of pipeline capacity or a combination of both. For the purposes of this plan, interruption of service to a particular Customer due to the failure of the Customer's transportation volumes to be delivered by the Company does not constitute curtailment under this plan.

3. Priority Categories

Each Customer's requirements shall be classified into priority categories. During periods in which the Company determines, in its sole discretion, that gas supply available to its system is, or will be, insufficient to meet Customer requirements the Company will endeavor to curtail or discontinue gas service in the following order of categorical steps, with curtailment to be directed and achieved whenever feasible in each step on a pro rata basis before proceeding to the next step. Curtailment will be terminated in reverse order as gas supplies permit. In extreme emergency, such as the loss of firm service from an interstate or intrastate pipeline or the loss of a critical transmission line segment on the Company's system, the Company may deviate from this plan. An interstate or intrastate pipeline issuing an Operational Flow Order (OFO) would not constitute as an extreme emergency.

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For a System Gas Service deficiency, Local Distribution System deficiency or Interstate Pipeline Capacity deficiency:

Category 1: Customers receiving gas supply under Rider T.

Category 2: Non-Residential Customers and public schools receiving gas supply under Rider S except those Customers identified under Category 3.

Category 3: Residential Customers and public housing authorities, hospitals, and other human needs Customers receiving gas supply under Rider S.

4. **Curtailment Notification**

The Company shall provide advance notification to the Commission and the public prior to application of such plan. Notice shall be provided to the Customer once the Company receives such notice from the pipeline during pipeline capacity constraints. Notification will include the extent of emergency, the volumes required to be curtailed and the time by which curtailment must occur. Notice shall be given to affected Customers in Category 1 above by phone, fax, electronic mail, or some other means, at the Company's option. Notice shall be given to Category 2 Customers via mass media (radio and television). The Customer shall be deemed to have received notice for example if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received. Each Category 1 Customer shall provide the Company with one or more contact persons and respective phone numbers for notification purposes.

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5. **Failure to Comply with Curtailment**
Any Customer failing to comply with curtailment of service under the above terms will be charged Unauthorized Gas Use Charges per the provisions detailed in Rider T - Transportation Service. Customers who are curtailed and who have gas volumes being transported to the Company's distribution system shall use best efforts to maintain deliveries to the Company until after the curtailment has ended. The non-pipeline penalty portion of the Unauthorized Gas Use Charges may be waived by the Company, at the Company's sole discretion, upon written request by the Customer if the violation was incurred to protect public health and/or safety. The Customer's request must include the circumstances and cause of the excess consumption. This waiver shall become effective 20 days after the Company files a report with the Commission setting forth the circumstances and causes of the excess consumption, unless the Commission should otherwise order.

B. Unauthorized Gas Use Charges:

If during any period of curtailment, any Customer takes a volume of gas in excess of the curtailment period volumes authorized to be used by such Customer, said excess volumes shall be considered unauthorized use. The Company shall bill all excess volumes pursuant to the Unauthorized Gas Use Charges, as set forth on the Company's Rider T.

The payment for unauthorized use gas by a Customer shall not, under any circumstances, be considered as giving the Customer the right to continue to take unauthorized use gas, nor shall such payments be considered as a substitute for any other remedies available to the Company for failure of the Customer to curtail the Customer's service in compliance with the terms of this tariff.

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C. Relief from Liability

The Company shall be relieved of all liabilities, penalties, charges, payments and claims and losses of whatever kind, contractual or otherwise, resulting from or arising out of the Company's failure to deliver all or any portion of the volumes of gas desired by a particular Customer to the extent that such failure results from the curtailment/ implementation of the priority of service plan or curtailment procedures herein prescribed or from any other orders or directives of duly constituted authorities, including, but not limited to, all regulatory agencies having jurisdiction. If continuity of fuel supply is required by the Customer, the Customer should install and maintain whatever stand-by fuel and fuel burning equipment that may be needed.

J. Contracts

The primary term for written contracts with Non-Residential Customers shall be one (1) year. Such contracts shall continue for additional one year periods (Evergreen Terms) thereafter unless cancelled by either party upon 30 days prior written notice of cancellation. If the contract is renewed for successive periods it will continue to be subject to terms specified in the Request for Conversion between Company Supplied Gas Service and Gas Transportation Service section of this tariff.

Customers with large or unusual requirements for gas, as determined by Company, may enter into special contracts with the Company setting forth mutually-agreeable conditions under which service will be provided.

K. Customer Designated Agent

The Customer may designate an agent for their accounts. The Customer must complete an Account Agent Designation Statement to establish the agent and is subject to terms and conditions of said document.

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BILL FORM - DEFINITIONS

The following are definitions of common terms that may appear on your Ameren Illinois utility bill. The Ameren Illinois utility responsible for the delivery of your natural gas and/or electricity is referred to below as "utility." For additional definitions, or detailed information on rates, to view your bill or learn about payment options, energy supply options, energy efficiency and more, visit www.ameren.com or call the phone number listed on the front of this bill.

AMOUNT PAYABLE AFTER DUE DATE / LATE PAYMENT CHARGE — A 1.5 percent Late Payment Charge will be applied to any unpaid balance after the due date.

BILLING SEASONS — Summer months are June, July, August and September. All other months are non-summer.

CUSTOMER CHARGE / ACCOUNT CHARGE — Recovers costs of providing energy service that occur even if you do not use electricity or natural gas in the billing period. Included in the charge are billing, accounting and other supplemental charges. For gas service, this also recovers basic gas metering costs.

DELIVERY CHARGE / DEL CHG — Recovers the costs of infrastructure, maintenance and services incurred by the utility to deliver electricity and/or natural gas to customers through the distribution system.

ELECTRIC SUPPLY — Recovers the cost of electricity that the utility has purchased from suppliers. (These charges apply only to customers who have not chosen a third-party supplier.) The utility provides electric supply under one of two rate options: Basic Generation Service (BGS) or Real-Time Pricing (RTP). The utility does not profit from BGS or RTP supply charges. Regardless of your supplier, the utility remains responsible for delivering your electricity.

ENVIRONMENTAL ADJUSTMENT / FACTOR — Recovers costs incurred by the utility for environmental clean-up of former gas manufacturing sites.

GAS CHARGE (PGA) — Recovers the cost of natural gas that the utility purchases from suppliers and delivers to customers. The utility receives no profit from this charge.

ILLINOIS STATE COMMERCE COMMISSION TAX — Tax on natural gas consumption; proceeds are used to operate the Illinois Commerce Commission.

ILLINOIS STATE ELECTRICITY EXCISE TAX — Tax on electricity consumption.

ILLINOIS STATE GAS REVENUE TAX — Tax on natural gas consumption.

kW (KILOWATT) — A unit of measure of the rate at which electrical energy is used. Ten, 100-watt light bulbs turned on at the same time will use electrical energy at a rate of 1,000 watts or 1 kilowatt (kW).

kWh (KILOWATT-HOUR) — A unit of measure of electricity used in one hour. Ten, 100-watt light bulbs burning for one hour would use 1,000 watts, which is equal to 1 kilowatt-hour (kWh) of electricity.

MARKET VALUE ADJUSTMENT — Allows the utility to match electric power and energy costs with electric power and energy revenue.

METER CHARGE — Recovers the basic costs of providing electric metering services if they are provided by the utility.

METER MULTIPLIER — Conversion factor required to determine the actual amount of energy used.

MUNICIPAL CHARGE — Tax imposed by a local municipality.

NO. DAYS — Number of days in the present billing period, which may vary monthly. When you compare bills, compare the number of days in each billing period as well as the energy used.

RD (Meter Reading) — Used to calculate the bill.

A - Actual Reading C - Customer Reading
E - Estimated Reading R - Revised Reading

SUPPLY COST ADJUSTMENT — Allows the utility to recover costs associated with the administration of electric supply service.

THERM — The basic unit for measuring your natural gas consumption.

THERM FACTOR — Converts the basic usage or volume of gas from cubic feet to therms.

TOTAL LIGHTING CHARGES — Summary of charges for optional outdoor lighting service.

TRANSMISSION SERVICE CHARGE — Recovers costs associated with electric transmission service.

USAGE — Amount of energy used, measured in kWh for electricity and therms for natural gas. This amount is derived by subtracting the previous meter reading from the present meter reading and multiplying the result by the meter multiplier.

USE PER DAY (Table) — Shows your average use of energy per day and the average temperature during the present billing period and during the comparable period a year ago.

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STANDARDS AND QUALIFICATIONS FOR GAS SERVICE

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1. APPLICATION FOR AND COMMENCEMENT OF SERVICES

Any Person, developer, firm, organization, association, corporation or entity whose Premises are within the territory served by Company under this Schedule can request service by making application through the Company's Customer Contact Center or through www.ameren.com via the Internet. A separate application shall be made for each Premises.

2. TECHNICAL AND OPERATIONAL REQUIREMENTS

A. Standard Service

Gas will be delivered at a nominal pressure of 7 inches water column (1/4 pound per square inch).

B. Non-Standard Service

Non-standard service shall include all service where the measured nominal pressure exceeds seven (7) inches water column. Non-standard service will be provided at the sole discretion of the Company and the adequacy of the non-standard pressure for Customer's needs shall also be determined by the Company. The cost of a Non-standard service shall be paid by Customer pursuant to the Excess Facilities section of this tariff. Customer shall comply with Company's standards and the specifications in the current edition of National Fuel Gas Code (NFPA 54).

Non-standard service includes, but is not limited to, pressures, metering equipment, metering locations, gas distribution system supply facilities and configurations, as well as master meter billing situations that are prohibited by current Illinois Commerce Commission rules and Company tariffs for application to new Customers. The continued provision of such non-standard service and billing is limited to the Premises presently served by such facilities. These facilities may only be modified or enhanced at the Company's sole discretion.

The Company will seek to minimize the number of non-standard service installations and billing applications on its system. The Company reserves the right to discontinue providing any such non-standard service to a Premises for prudent engineering reasons when a) the Premises is remodeled or rehabilitated in any such manner that requires new, modified, enhanced or relocated gas distribution facilities from the Company, or b) the Premises become an inactive account for a consecutive period of six (6) months or more.

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C. Permits and Inspection Fees

The Customer shall secure and pay for all permits, required by constituted authorities, for the installation and operation of all gas piping and other gas equipment on the Premises.

D. Requirements of Customer's Load

All equipment and Customer piping installed by Customer shall have operating characteristics which enable Company to maintain a satisfactory standard of service to both the Customer being served and all other Customers in the immediate area. For all Customers not voluntarily complying with this requirement, the Company, where practical, after notice is given, may install corrective equipment on its side of the meter and charge Customer a lump sum amount in accordance with the Excess Facilities provision of this tariff, for the current cost of such equipment and the cost of replacement of such equipment. Failure of Customer to pay for corrective facilities installed by Company currently, or in the future, shall be grounds for the disconnections of gas service.

Whenever any Non-Residential Customer's equipment using gas has characteristics which will cause interference with service to any other Customer or interfere with proper metering, suitable facilities shall be provided at Customer's expense to preclude such interference.

Company shall have the right to reject any application for service or to terminate service to any Customer whose Premises, operation, or gas utilization, in the judgment of the Company, are dangerous to Persons or are otherwise unsafe in the vicinity of Company's meter and other facilities or, in the judgment of the Company, make relocation of pipelines or metering equipment necessary. The Company will relocate such facilities at Customer's expense to an acceptable location on Customer's Premises.

Company will not provide service to and shall have the right to terminate service to any equipment or Customer which causes undue pressure fluctuations or which in any other way interferes with the Company's provision of safe, adequate and satisfactory service.

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E. Company Obligations

In supplying service to Customers, Company shall furnish such service within a reasonable length of time dependent upon the availability of materials, labor and system capacity, and after all necessary easements, permits and approvals are obtained from the Customer and other Governmental, regulatory authorities and any other third party having jurisdiction.

F. Customer Obligations

In applying for gas service from Company, and receiving such service thereafter, Customer shall:

1. Inform Company as to the size and characteristics of the load that is to be initially and thereafter served, the location of the Premises, the date Customer anticipates the need for said service and any special circumstances or conditions affecting the supply of gas service by Company. Promptly notify and receive approval from Company of any significant changes in operation or equipment at Customer's Premises which might endanger or affect the proper functioning, or require modification, of Company's metering or other gas facilities used in providing service to Customer or cause a condition where such facilities would not comply with applicable laws, ordinances or codes.
2. Furnish at no cost, upon Company's request, a right-of-way cleared of all trees and other obstructions for the extension of gas supply facilities by Company. Said right-of-way easement, license or permit will grant Company continuing rights, thereafter, to maintain the right-of-way in condition which will not interfere with the delivery of gas service. In addition, any easements, licenses, or permits that may be deemed necessary by Company for such right-of-way shall be furnished or paid for by Customer.
3. Install all Customer-owned equipment, piping, fittings, and valves in a condition acceptable to and approved by the governmental inspection authority having jurisdiction in the territory in which the Customer's Premises is located and in accordance with Company's standards. In the absence of a governmental inspection authority, the specifications of the latest edition of the National Fuel Gas Code (NFPA 54) will be applicable.

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4. At all reasonable hours permit properly authorized agents of Company (and if requested by Company, in the presence of Customer or his authorized representative), free and safe access to Customer's Premises for the purpose of inspecting Customer's appliances and installations, discontinuing the use of equipment affecting the proper supply of gas service, examining, repairing or removing Company's meters or other property, reading of meters, making connections, disconnections, or reconnections of service, or for any other purpose deemed necessary by Company.
5. Be responsible for payment of all Company-provided gas service used on Customer's Premises and for all requirements of the provisions of the Rate under which the gas service is provided, until such time as Customer notifies Company to terminate service.
6. Be responsible for any damage, alteration or interference with Company metering or other gas facilities on Customer's Premises, by Customer or any other party on such Premises, whether authorized or unauthorized by Customer.
7. Pay to Company the cost of any change or relocation of Company's Service facilities or distribution system on or adjacent to Customer's Premises occasioned by significant changes at Customer's Premises in order to comply with proper operational requirements, other requirements of applicable laws, ordinances or codes, and Company standards and policies. In the event of a change in grade levels, buildings, structures, foundations, walls, or other changes that would affect the cover of gas distribution system extensions or Services, the property owner 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.
8. Notify the Company if Customer intends to use alternate or backup fuels to supply all or a portion of Customer's gas load requirements in a common fuel line fed by the Company's gas delivery system
9. Be responsible for locating and marking all Customer-owned facilities prior to construction. Company shall not be responsible for damage to any facilities Customer fails to accurately locate and mark.
10. The subdivider, developer, or property owner(s) in an area to be served by gas facilities will be required to furnish the Company with the following items:

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- a. suitable recorded plats and valid title restrictions or covenants;
 - b. final site or plot plans showing specific locations of all existing or proposed buildings, water mains, sewer tiles, paved areas, and any other obstacles that are or will be below grade. The final site or plot shall also include the final lot numbering system and final apartment numbers, if applicable.
11. The Company will not begin installation of gas 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). 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 gas 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.
12. Before the Company begins to install gas facilities, the subdivider, developer or property owner(s) will be required to:
- a. remove obstructions from the Company's 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. establish the final grade of the route upon which the Company's gas supply facilities will be located and stake or otherwise identify property boundaries, as required, prior to commencement of construction by Company;
 - c. 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;
 - d. notify the Company sufficiently in advance of construction to permit proper coordination of construction with other utilities involved.

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13. The Point of Delivery to each Premises shall be approved by the Company. The Customer shall be responsible for the installation, maintenance, and replacement of all facilities on the Customer's side of the meter.
14. For new gas installations, any restoration of lawn or landscaping shall be the responsibility of the subdivider, developer or property owner(s).
15. When the Company performs maintenance and repair work in existing gas distribution areas, the Company shall replace and repair the lawn to as near the original state as possible after work has been completed. The Company will determine whether to backtamp, reseed or relay original sod.
16. Pay to Company the cost of any repairs, replacement, rerouting, relocation or re-engineering of any Company facilities necessitated by Customer's request, negligence or failure to properly comply with any of the above obligations.

G. PROTECTION OF COMPANY'S PROPERTY

All Service pipe, meters, and equipment owned by the Company which may be on Customer's Premises, shall be and remain the property of the Company and the Customer shall protect such property from loss or damage, and no one other than an agent of the Company shall be permitted to operate, remove, or make any alterations or changes in such property.

Customer shall exercise due care to avoid damage to or unsafe or unsanitary conditions adjacent to the Company's meter and other Service facilities located on Customer's Premises. If Customer's operations or the manner in which Customer uses Company's Service causes damage to Company's facilities, Customer shall pay the amount of such damage to the Company on demand.

Customer shall be responsible for the cost of any facilities Company deems necessary to protect Company equipment located on the Customer's Premise.

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STANDARDS AND QUALIFICATIONS FOR GAS SERVICE

3. EXPANSION AND MODIFICATION OF GAS DISTRIBUTION SYSTEM

A. Provisions Applicable to Section 3 - Expansion and Modification of Gas Distribution System

1. Definitions

The following definitions are applicable to Section 3 -Expansion and Modification of Gas Distribution System. Other definitions relative to this tariff are contained in the Customer Terms and Conditions.

Development

Development means multiple Premises each receiving Non-Residential Services and located on a parcel or parcels of land whose site plan or plats have been recorded with the appropriate governmental agencies.

Distribution System

Distribution System, for purposes of determining Main and/or Service Extension applicability, means those mains, regulator stations, and other equipment used to deliver gas.

Extension

Extension means an expansion of the Company's Distribution System built to serve a Customer or a definite group of Customers either on public or private easement or on a Customer's Premises.

Fuel Line

Fuel Line means Customer-owned gas facilities downstream from the Point of Delivery.

Main Extension

Main Extension, for purposes of calculating Extension charges, is that portion of a Distribution System Extension on public or private right-of-way built to potentially serve additional Premises.

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Multi Tenant

Multi Tenant is a multiple occupancy building with three or more Customers who each qualify for the Residential rate or two or more Customers of which each at least one qualifies for a Non-Residential rate.

Non-Refundable Contribution

Non-Refundable Contribution means an amount paid prior to construction by a Customer and/or Applicant to Company that is not subject to refund.

Non-Residential Service

Non-Residential Service, for purposes of determining Main and/or Service Extension applicability, is the gas utility service rendered which does not meet the definition of Residential Service as defined herein in Section 3.

Refundable Deposit

Refundable Deposit means an amount normally paid prior to construction by a Customer and/or Applicant in cash or other payment arrangements available and agreed to by the Company, to the Company, that potentially may be refunded in whole or in part, when certain conditions are met.

Residential Service

Residential Service, for purposes of determining Main and/or Service Extension applicability, is the gas Service rendered to two Customers or less on the same Premises and both qualifying for the Residential rate.

Service Extension

Service Extension, for purposes of calculating Extension charges, is that portion of the Extension dedicated to the Customer, on the Customer's Premises and means the gas piping and equipment used for delivering gas, regardless of pressure, from either the Distribution System or the Main Extension to the Company's designated Point of Delivery.

Standard Cost Equivalent

Standard Cost Equivalent is the free main extension allowance which is the installed cost equivalent of 200 feet of 2 inch polyethylene pipe with normal trenching and backfill.

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Subdivision

Subdivision is a parcel or parcels of land consisting of four or more residential lots whose site plan or plats have been recorded with the appropriate governmental agencies.

Temporary Service

Temporary Service means a location where service is to be of a temporary nature with anticipated gas use of less than three (3) years.

2. Abnormal Construction Conditions and Unusual Expenditures

The free footage amounts indicated in the Main and Service Extension Sections assume there are no abnormal construction conditions present at the Extension locations and unusual expenditures will not be required for installation. When abnormal construction conditions are present and/or unusual expenditures are required, Customers shall pay the Company a Non-Refundable Contribution for the excess costs to be incurred by the Company in order to expand the system. Standard Cost Equivalents cannot be used to offset the costs associated with abnormal construction conditions and/or unusual expenditures. If a revenue test is performed, the costs associated with abnormal construction conditions and/or unusual expenditures will not be included in the revenue test but rather will be collected as a Non-Refundable Contribution noted above.

Abnormal and unusual construction conditions include but are not limited to, inaccessible terrain, rocky soil, frozen ground, safety or legal problems, a route other than the most direct, based on good engineering practice, is used at Customers request or due to inability to obtain right-of way, excessive engineering costs, obstructions and hindrances, crop damage, special governmental or third party requirements, or excess extension lengths prior to reaching Customer's property line.

3. Taxes on Contributions in Aid of Construction

Where federal or state tax laws, regulations or rules treat the payment by a Customer for a requested service from Company to be taxable income as a Contribution in Aid of Construction or otherwise, Company will increase the payment required from Customer to fully reflect the potential tax effects on Company.

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4. Revenue Test and Guarantee Agreements

A Non-Residential Customer that requests the Company provide a system expansion may have the option to have a revenue test performed to determine if Customer's delivery revenue may offset all or a portion of the cost of such expansion. The revenue, as determined by the revenue test, is the comparison of three times the Company's estimate of the Customer's annual Delivery Charge revenues, excluding any add on taxes or Riders, under the applicable Delivery Service rate, to the estimated installed cost (including regulator station(s) costs) of the system expansion. Where the cost of the expansion exceeds the estimated revenue determined by the revenue test, Customer may enter into a revenue guarantee agreement in advance of construction. At the Company's sole discretion, additional assurances may be required from the Customer, in the form of cash, irrevocable letters of credit, surety bonds or other payment arrangements agreed to by the Company. A Customer that chooses the revenue test option (if applicable) will not receive a refund if additional Customers attach to the Main Extension.

5. Refundable Deposits

An Applicant requesting a system expansion may be required as detailed below to pay for the expansion through a Refundable Deposit. At the Company's sole discretion, a Refundable Deposit may be made in the form of cash, irrevocable letters of credit, surety bonds or other payment and refund arrangements agreed to by the Company. Refundable Deposits are subject to refund without interest for a specific time period as additional Customers attach to the Main Extension or extend beyond the Main Extension for which Customer's Refundable Deposit is retained. Applicant will be responsible for notifying Company when a refund is due and refunds will be made annually on or about the anniversary date the Refundable Deposit was made to the Company. Dependent on the type of payment the Customer and/or Applicant makes, refunds will be made for a period of ten (10) years when the Refundable Deposit is made in cash or for a period of five (5) years when the Refundable Deposit is made by other payment arrangements. Refunds will be made only to the original contributor, unless assigned in a form acceptable to Company by such original contributor, and shall in total not exceed the amount of the original Refundable Deposit.

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