
STANDARDS AND QUALIFICATIONS FOR GAS SERVICE

6. Grandfathering Provisions

If an Applicant and/or Customer requested an Extension (main and/or service) of the Company's Distribution System prior to October 1, 2008, any applicable agreements and tariff provisions in place at the time of the Extension shall continue to be applied.

B. System Expansion

1. Distribution System Extensions

a) Overview

If an Extension of the Company's Distribution System is necessary in order to serve a Customer, the Company shall make the Extension in accordance with the provisions in this Section. The Customer must agree to the provisions of this Section before the Extension is made.

The Company shall provide Extensions of the Distribution System as described in this Section in lieu of 83 Ill. Admin. Code Part 500.

The term "Customer" is used throughout this Section and has the meaning of Customer or Applicant. When the term "Applicant" is used in this Section it shall refer to Applicant only.

The provisions of this Section pertain only to year-round permanent service for qualifying Customers and are for expansion of the Company's Distribution System. Extensions required for temporary service are addressed under Temporary Services Section in Work for Customer Benefit.

Customer shall be responsible for providing suitable right-of-way, acceptable to the Company, together with necessary easement for Extensions located on Customer's property. Customer shall be responsible for any expense to the Company to acquire suitable right-of-way acceptable to the Company, properly cleared to final grade, together with necessary easement.

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STANDARDS AND QUALIFICATIONS FOR GAS SERVICE

For purposes of calculating Main and Service Extension charges, the demarcation point between a Service Extension and a Main Extension shall be the Applicant's property line. That portion of service extended on public or private right-of-way up to Customer's property line will not be included as part of any Service Extension costs to the Customer.

The Company will normally provide service to Customer at only one Point of Delivery on each Premises. The point on the Company's system where the Service Extension will terminate will be designated by the Company. The Company, at its sole discretion, may agree to provide service through multiple delivery points pursuant to good engineering practice or as described in the Excess Facilities Section of this tariff.

As described at 83 Ill. Admin. Code Part 500, Section 500.310(e), if the Extension is of such length and the prospective business that may be developed by it is so meager as to make it doubtful whether the business from the Extension would ever pay a fair compensation for its investment, operation, maintenance and replacement, or for other substantial reasons is unwarranted, the fact shall be reported to the Illinois Commerce Commission for investigation and determination as to the reasonableness of the Extension.

b) Single Customer Extensions

i. Residential

• Main Extension

A Residential Customer requiring a Main Extension will be provided up to 200 feet of 2 inch polyethylene main at no charge to the Customer where the primary source of heat is gas or where the gas utilization equipment is sufficient to justify the Main Extension. The Company will not provide a free Main Extension where the only gas appliance is a gas fireplace, gas grill or other minimal/intermittent gas use equipment.

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If a Customer is entitled to a free Main Extension and the required length exceeds 200 feet, Customer will pay, in advance of construction, a Refundable Deposit to Company equal to the difference between the estimated cost and the Standard Cost Equivalent. If a Customer is not entitled to a free Main Extension, Customer will pay, in advance of construction, a Refundable Deposit to Company for the estimated cost of the Main Extension. Customer may also be offered a discounted charge in return for agreeing to pay the difference through a Non-Refundable Contribution.

- Service Extension

A Residential Customer requiring a Service Extension will be provided up to 60 feet of 1 inch polyethylene service pipe at no charge to the Customer. If the Service Extension required is longer than the free footage allowance or the required pipe is larger than 1 inch, Customer shall pay Company, in advance of construction, for the difference through a Non-Refundable Contribution. Customer shall also pay in advance a prorata share of the cost of connection with Company's existing facilities.

The route of Service Extension will be the shortest installed distance, based on good engineering practices, between the Company's Distribution System and the Company's designated Point of Delivery.

- ii. Non-Residential

- Main Extension

A Non-Residential Customer requiring a Main Extension will be provided up to 200 feet of 2 inch polyethylene main at no charge to the Customer where the primary source of heat is gas or where the gas utilization equipment is sufficient to justify a main extension. Customer has the same payment options as a Residential Customer for the cost exceeding the Standard Cost Equivalent, including the cost of any regulator stations which may be required. If a Customer is not entitled to a free Main Extension, Customer will pay, in advance of construction, a Refundable Deposit to Company for the estimated cost of the Main Extension, including any regulator stations which may be required.

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- Service Extension

A Residential Customer requiring a Service Extension will be provided up to 60 feet of 1 inch polyethylene service pipe at no charge to the Customer. If the Service Extension required is longer than the free footage allowance or the required pipe is larger than 1 inch, Customer shall pay Company, in advance of construction, for the difference through a Non-Refundable Contribution. Customer shall also pay in advance a prorata share of the cost of connection with Company's existing facilities.

- Revenue Test Option

A Non-Residential Customer requiring a Main Extension and/or a Service Extension will have the option to justify the combined cost of the Main Extension and Service Extension through a revenue test.

c) Multi Tenant Extensions

A Residential, Non-Residential or combination Premises that is Multi Tenant shall be provided Main and Service Extensions pursuant to the Non-Residential Extension provisions shown above. Revenue associated with the revenue test for Multi Tenant Premises will be the aggregate revenue of all Customers located on the Premises.

d) Residential Subdivisions and Non-Residential Developments

i. Residential Subdivision

The Applicant requesting a Main Extension of Company's Distribution System for gas service in a residential Subdivision will enter into a contract with Company where by the contract includes the Main Extension for that portion located outside the boundaries of the Subdivision and the Main Extension for that portion located within the boundaries of the Subdivision, including the cost of any new regulator stations which may be required.

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Applicant will make a Non-Refundable Contribution for that amount, if any, by which the total cost of the Main Extension under contract exceeds the Standard Cost Equivalent times the number of lots the Company anticipates serving. One additional Standard Cost Equivalent will be credited against the non-refundable contribution if a portion of the above Main Extension is outside the subdivision and is along a public right-of-way. Applicant will make a Refundable Deposit equal to the total cost of the Main Extension under contract less the Non-Refundable Contribution.

A standard refund amount for the Main Extension will be calculated by dividing the Refundable Deposit amount by the number of lots the Company anticipates to serve. Applicant will be refunded one standard refund each time a residential Customer utilizing gas space heat or an equivalent usage takes permanent year round service on any portion of the Main Extension located within the boundaries of the Subdivision under contract. A maximum of one (1) refund per lot shall be allowed. 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.

ii. Non-Residential Developments

Non-Residential Developments may either elect the per lot deposit provisions as outlined under a Residential Subdivision or a revenue test.

iii. Non-Residential Lots in a Residential Subdivision

For those residential Subdivisions which include occasional Non-Residential Development, the Applicant may either elect the per lot deposit provisions as outlined under a Residential Subdivision or a combination of a revenue test for the Non-Residential portion and a per lot deposit for the Residential portion.

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2. System Capacity Expansion

A Non-Residential Customer that requests or causes an upgrade of Company's existing facilities may be required, at the Company's sole discretion, to provide additional assurances in the form of cash, irrevocable letters of credit, surety bonds, or other payment agreements to allow Company to recover the cost of such upgrades. The Customer will be allowed to use a revenue test to justify these costs. When required, such assurances shall last for three (3) years. Such upgrades shall include, but not be limited to mains and regulator stations.

3. Non-Residential Load Additions and Pressure Upgrades

An existing Customer that requests facility additions or modifications including any pressure upgrade to accommodate additional load or change in gas utilization equipment will be subject to a revenue test.

C. Excess Facilities

Where Customers request and Company agrees to provide facilities the Company does not normally provide during the course of business, Customer shall be able to receive such facilities pursuant to this section. Customers that request excess facilities shall pay a Non-Refundable Contribution equal to 1.9 times the installation cost. This Non-Refundable Contribution will cover the installation costs, ongoing operation and maintenance costs, replacement costs, and any removal costs associated with the facilities. A revenue test will not be used in the determination of the Customers Non-Refundable Contribution, nor will it be used as an offset to any amounts due as a Non-Refundable Contribution.

Examples of facilities that fall under excess facilities include, but are not limited to, the following:

1. Duplicate On-Site Facilities

Customers that request duplicate facilities on the Customer's Premises may be able to procure such facilities from the Company under the provisions of this Excess Facilities section.

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2. **Additional Points of Delivery**

As described in the Distribution System Extensions section of this tariff, the Company will normally provide service to Customer at only one Point of Delivery on each Premises. Notwithstanding the foregoing, the Company may agree to provide service through additional Points of Delivery, at Customer's request under this Excess Facilities section.

Additional points of delivery provided as Excess Facilities will not be cumulated or otherwise combined, for billing purposes, with any other service provided to Customer.

At the Company's sole discretion, the Company may choose to provide service through additional Points of Delivery to affect economies or if required to render safe and adequate services, at no additional cost to Customer.

3. **Equipment Required for Customer Operations**

Customer's gas equipment and appliances that have objectionable characteristics shall be equipped with corrective devices so as to enable the Company to maintain a satisfactory standard of service. Where Customer's equipment causes undue disturbances to the Company's system or in anyway interferes with the Company's provision of safe, adequate and reliable service, the Company shall have the right to deny service to such Customer or to charge that Customer for the total cost of correcting the disruptive conditions in a manner satisfactory to the Company under this Excess Facilities section. Such charges shall include the cost of any testing costs required for the corrective facilities.

4. **Equipment Required for Customer Anticipated Growth**

A Customer that requests Company to provide oversized facilities or system improvements due to Customer's anticipated growth in operations may be able to procure such facilities under this Excess Facilities section.

5. **Additional Metering Equipment Requested by Customer**

Additional metering equipment requested by Customer will be provided at the Customer's expense under this Excess Facilities section.

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D. System Relocations and Modifications

Existing Customers who are presently served by adequate gas facilities, but request Company to relocate, convert or in some other manner modify these facilities will reimburse the Company if Company, at its discretion, agrees to make the requested changes. At Company's sole discretion, such charges may be based on either actual costs or standard job estimation calculations incurred for such work. A revenue test will not be used in the determination of the Customer's Non-Refundable Contribution, nor will it be used as an offset to any amounts due as a Non-Refundable Contribution.

Certain relocations may be done at the request of IL Dept of Transportation under their established rules and/or by governmental bodies under conditions of their franchises, and those requirements and billing methodologies will dictate the terms/costs of those changes.

When a relocation or modification is done in conjunction with other system expansion or excess facilities requested by Customer, all applicable provisions of each section shall apply.

Types of modifications that may fall under this provision include, but are not limited to:

1. Relocations required to correct compliance/code violations caused by Customer .
2. Customer requested relocations or modifications for other reasons.

E. Work for Customer Benefit

1. Work Outside Normal Hours:

Any additional costs incurred for Customer convenience by the Company at the request of the Customer initiating a project will be charged to the Customer. Such cost may include but not be limited to overtime charges, callout charges, and expediting charges.

2. Service Calls:

Customers reporting service problems may be charged a fee for service calls, if it is determined the problem is within the Customer's gas system.

3. Temporary Delivery Services:

When gas service is supplied on a temporary basis (e.g., for construction jobs, traveling shows, exhibitions and mobile homes not deemed "permanent"), the Customer shall pay the cost of installing and removing the temporary Main Extension or Service Extension and any additional meters or other facilities of a temporary nature.

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4. Work on Facilities Owned by Customer:

Customer may by agreement with Company engage the Company to construct, maintain, or remove gas facilities owned by Customer. The Company shall charge Customer for all such work done on Customer's premises at rates which fully compensate the Company for its labor, equipment and overheads.

4. METERING

A. Meters

Company will own, furnish, install, calibrate, test, maintain and read all Company meters and all associated equipment used for billing and settlement purposes in its service area.

A separate meter shall be installed to measure the gas that is controlled and consumed by the occupant of each:(a)individual unit in any new building;(b)individual unit in any newly remodeled existing building or in a newly remodeled portion of an existing building; or (c)individual lot of "space" in a mobile home park. However, the Company may grant, at its sole discretion, to allow a single meter in a single building with multiple tenants. Such meter will be billed at the applicable nonresidential rate.

All gas service rendered to each tenant in a multi-occupancy building shall be metered separately and shall be billed directly to that tenant, unless the owner or landlord of the building elects to furnish space heating, hot water service, or other similar service from a common (that is, outputs of such equipment are combined in a single header or plenum) system. Such common service may be measured through a single meter provided that (1) such service shall be taken in the name of the owner or landlord, (2) the tenant is not required to make payment for such service based on usage of such service, (3) gas for cooking or other purpose not of a common nature will be metered separately and billed directly to tenant.

Separate metering and billing for gas service shall not be required for (1) units within buildings normally considered to be temporary domiciles, such as hotels, dormitories, health care facilities, and nursing homes, (2) residential units that do not have kitchen and bathroom facilities separate from common use facilities, (3) portions of buildings in which separate metering is impractical, such as concession stands in lobbies or individual offices that share office service areas, and (4) multiple-unit buildings that are designated as congregate, assisted-living care facilities for elderly or handicapped Persons.

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B. Request for Interval Metering

Interval meters are meters which provide measurement of gas consumption such that usage information is available for discrete increments (e.g., hourly, daily) throughout the metering period. A Customer may request that interval metering equipment be installed for Customer by the Company at the Customer's expense. In this case, Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. The charge associated with the incremental cost of interval metering shall be determined pursuant to the Excess Facilities section of Standards and Qualifications for Gas Service.

C. Interval Metering Facilities

In order to facilitate remote interrogation by the Company, the Company will install a remote monitoring device at each interval meter location where Customer receives gas supply service under Rider T or Customer receives gas delivery service under Rate GDS-4, GDS-5, or GDS-7 and receives gas supply service under Rider S. For each monitoring device, the Customer, at Customer's expense, shall provide access to a commercial telephone line and 120 volt AC electric power at a location designated by the Company. The telephone line shall be dedicated for Company's use. Metering equipment will not be installed by the Company until the required phone line and electrical connections are available.

Company reserves the right to charge Customers for each service call to investigate or repair the recording device if such service call is the sole result of telephone service outage. If frequent or prolonged telephone service outages occur, Company, at its sole discretion, shall have the right to have the phone line repaired and charge Customer for repairs.

D. Meter Replacement

When Customer has a significant decrease in load or has their delivery service rate reassigned due to a decrease in load and the Customer's existing meter is inadequate or incompatible with the new delivery service rate, the Customer will reimburse the Company for the cost of replacing the meter.

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5. DISCONNECTION AND RECONNECTION

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. A Customer's Service that has been disconnected shall be reconnected after Customer has furnished satisfactory evidence of compliance with the Company's Terms and Conditions and paid all applicable fees and charges.

6. TECHNICAL REQUIREMENTS FOR CUSTOMER USING ALTERNATE OR BACKUP FUEL

The minimum technical requirements for a Customer using 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 are set forth below.

- a. All Customer installations shall adhere to any applicable requirements of the current edition of National Fuel Gas Code (NFPA 54) or any other industry or code requirements for the alternative fuel.
- b. Customer will bear all costs to protect the Company's delivery system from the backflow of alternate and backup fuels under the Excess Facilities provisions of this tariff.
- c. Customer shall indemnify the Company, its officers, agents, and employees against all loss, damage, expense and liability to any Persons, including Customer, for injury to or death of Persons or injury to property, including but not limited to consequential damages, interest, punitive damages, Customer's fees and court costs, proximately caused by the indemnifying party's construction, ownership, interconnection, operation, or maintenance of, or by failure of, any of such party's works or facilities used in connection with this tariff. Customer shall, on the Company's request defend any suit asserting a claim covered by this indemnity.
- d. Customer agrees to make any necessary changes or adjustments to the additional facilities being operated in common to eliminate any backflow into Company's distribution system.
- e. Customers using Alternative and backup fuel facilities may be disconnected by the Company from its system whenever, in the sole opinion of the Company, such action is required by an emergency, for reasons of safety or due to other operational concerns.

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7. HEATING VALUE AND QUALITY OF GAS

The rates specified in this Gas Service Schedule are based on the assumption that the gas being delivered has a heating value of 1,000 Btu per cubic foot and the gas delivered by the Company shall be merchantable and, so far as practicable:

- a. shall be commercially free from solid or liquid matter, dust, gum or gum-forming constituents;
- b. shall not contain more than one grain of hydrogen sulfide per Therm; and
- c. shall not contain more than 30 grains of total sulfur per Therm.

The quality of Customer-Owned Gas shall meet or exceed the specifications contained in 83 Illinois Administrative Code Part 530, Section 530.10 and Section 530.15, Customer-Owned gas which does not meet such specifications shall be refused by the Company.

The Company furnishes natural gas service having a heating value content of approximately 1,000 Btu per cubic foot which may be supplemented by manufactured, liquefied petroleum gas or other hydrocarbon gas.

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SUPPLIER TERMS AND CONDITIONS

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SUPPLIER TERMS AND CONDITIONS

1. AVAILABILITY

This Tariff shall govern the business practices to be followed by the Company and the Retail Gas Suppliers ("Supplier" or "RGS") who have been granted authority to act on behalf of Customers taking service under Rider T.

2. NATURE OF SERVICE

A. Purpose

These Terms and Conditions govern the business relationship between a Supplier in its provision of service to a Customer and the obligations of the Supplier in arranging to provide gas to Delivery Services Customers. These Supplier Terms and Conditions set forth the procedures for the following:

1. Suppliers providing gas transportation services to Customers; and
2. Suppliers nominating on behalf of Customers
3. Billing options available with Delivery Services.

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B. Relationship of the Customer, the Supplier, and the Company

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1. Customer and Company
 - a. The Customer purchases delivery services from the Company under this Schedule.
 - b. The Customer must provide written authorization to the Company by submitting a completed Broker Authorization Form to allow the Supplier to act on their behalf in nominating and managing their transportation accounts.
2. Customer and Supplier
 - a. Suppliers provide gas supply to the Customer pursuant to contractual arrangements that are not part of the Company's Schedules. The Company is not a party to such contractual arrangement with the Customer taking service under these Supplier Terms and Conditions and shall not be bound by any term, condition, or provision of agreement for such sale.

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- b. By taking delivery services from the Company and purchasing gas supply from a RGS, a Customer authorizes that RGS, on the Customer's behalf, to arrange for the procurement of gas, pursuant to these Terms and Conditions.

3. **Company and Supplier**

- a. Suppliers are not an agent of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions.

3. **DEFINITIONS**

Definitions associated with Suppliers are located in the Definitions Section of Customer Terms and Conditions.

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4. **COMMENCEMENT OF TRANSPORTATION SERVICES**

A. **Nomination of Gas Supply Process**

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1. A nomination from a RGS will be accepted when the following criteria are met:
- a. Customer has signed an agreement with the Company for transportation service.
 - b. Customer has provided the Company with an active phone line.
 - c. Company has installed telemetry on the Customer's meter.
 - d. Customer has submitted a completed Broker Authorization Form to the Company designating the RGS as their agent. 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 Broker Authorization Form should be sufficient to ensure that the Customer wishes to add the supplier as a gas provider and must contain the following additional information.

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1. Supplier's Company name;
 2. Supplier's address;
 3. Contact name for Supplier;
 4. Phone number for Supplier;
 5. Signature of the Customer;
 6. Date of the agreement;
 7. Customer's Company name;
 8. Customer's account numbers;
 9. Effective date of authorization.
2. Nominations should be entered into the Unbundled Services Management System (USMS). Access to USMS will be granted upon receipt of an Access Agreement. This agreement is available on the Gas Transport web page under standard forms. Access to a Customer's account(s) will be set up upon receipt of the completed Broker Authorization Form from the Customer.
3. Nominations submitted after the deadline must be included on the Company's Gas Transport Nomination Form-Broker. This form is available on the Gas Transport web page under standard forms.
4. A list of Cities by pipeline is available in the Rates section of Ameren.com.

B. Establishing a Group Manager Account

A RGS must notify the Company ten (10) business days before the first (1st) of the month in order to establish a Group Manager account (see the tariff provisions included in Rider G for more details).

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5. BILLING, PAYMENT AND REMITTANCE

A. Billing Options

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The RGS shall have the option to include the Company's Delivery Services bill issued pursuant to this Schedule as part of the RGS's bill. The RGS may also choose to send its own bill for gas supply and to have Company send its bill to the Delivery Services Customer. The Company will not at this time provide billing services for the RGS. A RGS shall not provide this billing for any retail Customer which has a past due unpaid balance for bundled tariffed 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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B. Customer Specific Billing Information to Supplier

The Company will not release to the Supplier 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 Supplier, 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 Broker Authorization Form 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 and/or to the address specified by the agent.

6. SWITCHING AND TERMINATION

A. 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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B. Conflict Between Switch Requests

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

C. Termination of RGS Service to Customer

A RGS may request that the USMS Customer/RGS relationship be terminated by submitting a written request to the Company.

D. Termination of Service to Supplier

Service to a supplier under this schedule may be terminated if the supplier does not comply with the provisions of applicable rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company.

7. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in the Ill. Admin. Code.

8. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this Tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this tariff.

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SUPPLIER TERMS AND CONDITIONS

B. Confidential Data – Non-disclosure

1. The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term “confidential information” shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier’s name. “Confidential information” shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.
2. Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

C. 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.

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SUPPLIER TERMS AND CONDITIONS

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.

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.

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SUPPLIER TERMS AND CONDITIONS

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.

D. Supplier Indemnification of Company

The Supplier shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any Person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Supplier's delivery or non-delivery of gas.

E. Release of Customer Information to RGS

1. Customer Specific Information.

A Customer or a RGS may request Customer specific information that includes gas usage for the last 12 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company call centers or on the Company's web site, www.ameren.com. The preferred method for requesting Customer specific information is via www.ameren.com.

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2. Ongoing Usage Information.

For each billing month that a Customer is enrolled with a RGS, the Company will provide to the RGS the monthly usage data for each customer account.

3. Customer Specific Billing Information.

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, 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. Interval data will be sent via e-mail.

4. No Release of Information.

No Supplier 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).

5. Customer Information Center.

The Company will maintain and make available to Customers a list of Suppliers. The Company will maintain a customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.

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RATE GDS-1-RESIDENTIAL GAS DELIVERY SERVICE

AVAILABILITY

1. Service under this Rate is available for any eligible Residential Customer, as determined by the Company, within the territory served by Company under this Schedule where gas used at Customer's Premises is for predominantly residential purposes, meeting the following criteria:
 - a. Single-family dwelling or building containing two or more single-family units, where each unit is separately metered and used as a residence.
 - b. Homes that are served by a single meter where usage is a combination of home and farm use. Usage shall be limited to service within the residence on the farm and that required for all general farming and agricultural purposes conducted on the premises served. Where separate meters are required to supply other operations, each additional meter shall be billed under the applicable Non-Residential rate.
 - c. Recreation facilities consisting of summer cottages, homes, trailers or boat slips where service is individually metered and intended for continuous use by the same single family.

2. Service under this Rate is not available to Customers when gas would be used at Customer's Premises for predominately Non-Residential purposes. Structures which are not considered Residential include, but are not limited to, the following:
 - a. Multiple-occupancy club houses, recreational lodges, sorority or fraternity houses, dormitories, assisted living residences or other buildings used for group living or similar activities, where individual units are typically not metered separately.
 - b. A residence or dwelling unit whose occupants are expected to be transient in nature.

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RATE GDS-1-RESIDENTIAL GAS DELIVERY SERVICE

MONTHLY CHARGES

- Customer Charge
\$15.00 for each gas service account

- Distribution Delivery Charge
19.310 cents per Therm for all Therms delivered

- Gas Supply Charge
Customer shall receive system gas supply from the Company pursuant to Rider S –
System Gas Service.

MINIMUM BILL

Customer Charge each month, plus all other applicable fees and charges under this Schedule.

TERMS OF PAYMENT

Customer's bills for service under this Rate shall be rendered and payments due in accordance with the Billing and Payment Section of the Customer Terms and Conditions.

TERMS AND CONDITIONS

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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RATE GDS-2- SMALL GENERAL GAS DELIVERY SERVICE

AVAILABILITY

Service under this Rate is available to any Non-Residential Customer whose highest Average Daily Usage during the 12 consecutive billing periods ending with the current billing period is less than 200 Therms per day.

MONTHLY CHARGES

Customer Charge

For Customers receiving gas supply under Rider S:

\$ 42.50 for each gas service account at 12 inches or less water column pressure delivery

\$ 121.00 for each gas service account at over 12 inches water column pressure delivery

For Customers receiving gas supply under Rider T:

\$ 98.00 for each gas service account at 12 inches or less water column pressure delivery

\$ 176.00 for each gas service account at over 12 inches water column pressure delivery

Distribution Delivery Charge

18.346 cents per Therm for Customers receiving gas supply under Rider S

Demand Charge

Customer receiving gas supply under Rider T shall be billed one of the following charges for all Therms of Customer's Maximum Daily Contract Quantity (MDCQ) in effect for the Billing Period, based on Company's Gas Main Maximum Allowable Operating Pressure (MAOP) from which Customer is served.

Customers receiving gas supply
under Rider T

62.17 cents per Therm of MDCQ

19.27 cents per Therm of MDCQ

Gas Main MAOP From Which Customer Is Served

Less than or equal to 60 psig

Greater than 60 psig

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RATE GDS-2- SMALL GENERAL GAS DELIVERY SERVICE

MDCQ Overrun Charge

A Customer receiving gas supply under Rider T shall be billed for Therms delivered to Customer on any day which exceed Customer's MDCQ. Customer shall be charged a MDCQ Overrun Charge per Therm based on Customer's highest daily excess of usage over Customer's MDCQ and Customer Gas Main MAOP as follows:

Gas Main MAOP From Which Customer is Served

Less than or equal to 60 psig	\$1.9558
Greater than 60 psig	\$0.6075

Gas Supply Charge

Customer has the option to receive gas supply from the Company or a Retail Gas Supplier (RGS). If Customer elects to take gas supply from the Company, gas shall be furnished under Rider S – System Gas Service. If Customer elects to take gas supply from a RGS, gas shall be furnished under Rider T – Transportation Service.

MINIMUM BILL

Customer Charge each month, plus all other applicable fees and charges under this Schedule.

TERMS OF PAYMENT

Customer's bills for service under this Rate shall be rendered and payments due in accordance with the Billing and Payment Section of the Customer Terms and Conditions.

TERMS AND CONDITIONS

Maximum Daily Contract Quantity (MDCQ)

Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, but in no case less than the Customer's highest daily demand recorded for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ can be no less than the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, adjusted to a 30 day equivalent basis divided by 21.

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RATE GDS-2- SMALL GENERAL GAS DELIVERY SERVICE

Prior to initiation of service, Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect during the term of the contract, unless revised pursuant to the following:

If Customer desires to increase its MDCQ, Customer shall notify Company in writing of the amount of increase desired. Company shall, within thirty days of receipt of Customer's notice, notify Customer whether the system capacity is available to provide the increased MDCQ.

If Company notifies Customer that the desired increase in MDCQ will be granted, the increase shall be effective on the date agreed to by the parties.

If Company notifies Customer that the desired increase in MDCQ will not be granted, Customer's MDCQ shall remain unchanged.

If Customer desires to decrease its MDCQ, Customer shall notify Company in writing of the amount of decrease desired at least thirty (30) days before the desired effective date. The MDCQ shall be decreased effective on the date agreed to by the parties, provided Customer has not been granted either an increase or a decrease in its MDCQ in the 12 months preceding the requested effective date. No decrease will be granted if either an increase or a decrease in its MDCQ has been granted in the 12 months preceding the requested effective date.

General

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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RATE GDS-3- INTERMEDIATE GENERAL GAS DELIVERY SERVICE

AVAILABILITY

Service under this Rate is available to any Non-Residential Customer whose highest Average Daily Usage during the 12 consecutive billing periods ending with the current billing period is equal to or greater than 200 Therms per day and less than 1,000 Therms per day.

MONTHLY CHARGES

Customer Charge

For Customers receiving gas supply under Rider S:
\$280.00 for each gas service account

For Customers receiving gas supply under Rider T:
\$335.00 for each gas service account

Distribution Delivery Charge

14.499 cents per Therm for Customers receiving gas supply under Rider S

Demand Charge

Customer receiving gas supply under Rider T shall be billed one of the following charges for all Therms of Customer's Maximum Daily Contract Quantity (MDCQ) in effect for the Billing Period, based on Company's Gas Main Maximum Allowable Operating Pressure (MAOP) from which Customer is served.

Customers receiving gas supply

under Rider T

62.17 cents per Therm of MDCQ

19.27 cents per Therm of MDCQ

Gas Main MAOP From Which Customer Is Served

Less than or equal to 60 psig

Greater than 60 psig

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RATE GDS-3- INTERMEDIATE GENERAL GAS DELIVERY SERVICE

MDCQ Overrun Charge

A Customer receiving gas supply under Rider T shall be billed for Therms delivered to Customer on any day which exceed Customer's MDCQ. Customer shall be charged a MDCQ Overrun Charge per Therm based on Customer's highest daily excess of usage over Customer's MDCQ and Customer Gas Main MAOP as follows:

Gas Main MAOP From Which Customer is Served

Less than or equal to 60 psig	\$1.9558
Greater than 60 psig	\$0.6075

Gas Supply Charge

Customer has the option to receive gas supply from the Company or a Retail Gas Supplier (RGS). If Customer elects to take gas supply from the Company, gas shall be furnished under Rider S – System Gas Service. If Customer elects to take gas supply from a RGS, gas shall be furnished under Rider T – Transportation Service.

MINIMUM BILL

Customer Charge each month, plus all other applicable fees and charges under this Schedule.

TERMS OF PAYMENT

Customer's bills for service under this Rate shall be rendered and payments due in accordance with the Billing and Payment Section of the Customer Terms and Conditions.

TERMS AND CONDITIONS

Maximum Daily Contract Quantity (MDCQ)

Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, but in no case less than the Customer's highest daily demand recorded for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ can be no less than the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, adjusted to a 30 day equivalent basis divided by 21.

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RATE GDS-3- INTERMEDIATE GENERAL GAS DELIVERY SERVICE

Prior to initiation of service, Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect during the term of the contract, unless revised pursuant to the following:

If Customer desires to increase its MDCQ, Customer shall notify Company in writing of the amount of increase desired. Company shall, within thirty days of receipt of Customer's notice, notify Customer whether the system capacity is available to provide the increased MDCQ.

If Company notifies Customer that the desired increase in MDCQ will be granted, the increase shall be effective on the date agreed to by the parties.

If Company notifies Customer that the desired increase in MDCQ will not be granted, Customer's MDCQ shall remain unchanged.

If Customer desires to decrease its MDCQ, Customer shall notify Company in writing of the amount of decrease desired at least thirty (30) days before the desired effective date. The MDCQ shall be decreased effective on the date agreed to by the parties, provided Customer has not been granted either an increase or a decrease in its MDCQ in the 12 months preceding the requested effective date. No decrease will be granted if either an increase or a decrease in its MDCQ has been granted in the 12 months preceding the requested effective date.

General

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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RATE GDS-4- LARGE GENERAL GAS DELIVERY SERVICE

AVAILABILITY

Service under this Rate is available to any Non-Residential Customer whose highest Average Daily Usage during the 12 consecutive billing periods ending with the current billing period is equal to or greater than 1,000 Therms per day provided that prior to commencement of service, Customer shall enter into a written contract with Company in accordance with this Rate specifying an initial Maximum Daily Contract Quantity.

MONTHLY CHARGES

Customer Charge

For Customers receiving gas supply under Rider S:
\$825.00 for each gas service account

For Customers receiving gas supply under Rider T:

\$1185.00 for each gas service account where Average Daily Usage is from 1,000 to 10,000 Therms per day

\$2,000.00 for each gas service account where Average Daily Usage is from greater than 10,000 Therms per day

Demand Charge

Customer shall be billed one of the following charges for all Therms of Customer's Maximum Daily Contract Quantity (MDCQ) in effect for the Billing Period, based on Company's Gas Main Maximum Allowable Operating Pressure (MAOP) from which Customer is served and whether Customer receives gas supply under Rider S or Rider T as follows:

Customers receiving gas supply
under Rider S

\$1.4679 per Therm of MDCQ

\$0.8504 per Therm of MDCQ

Gas Main MAOP From Which Customer Is Served

Less than or equal to 60 psig

Greater than 60 psig

Customers receiving gas supply
under Rider T

\$0.6217 per Therm of MDCQ

\$0.1927 per Therm of MDCQ

Gas Main MAOP From Which Customer Is Served

Less than or equal to 60 psig

Greater than 60 psig

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RATE GDS-4- LARGE GENERAL GAS DELIVERY SERVICE

MDCQ Overrun Charge

When Therms delivered to Customer for any day exceed Customer's MDCQ, Customer shall be charged a MDCQ Overrun Charge per Therm based on Customer's highest daily excess of usage over Customer's MDCQ, Company's Gas Main Maximum Allowable Operating Pressure (MAOP) from which Customer is served, and whether Customer receives gas supply under Rider S or Rider T as follows:

<u>Gas Main MAOP From Which Customer is Served</u>	<u>Gas Supply under Rider S</u>	<u>Gas Supply under Rider T</u>
Less than or equal to 60 psig	\$2.4487	\$1.9558
Greater than 60 psig	\$1.2062	\$0.6075

Gas Supply Charge

Customer has the option to receive gas supply from the Company or a Retail Gas Supplier (RGS). If Customer elects to take gas supply from the Company, gas shall be furnished under Rider S – System Gas Service. The charge for system gas shall be the sum of: (1) the Demand Gas Charge (DGC) as determined in Rider PGA - Purchased Gas Adjustment, multiplied by the Customer's Maximum Daily Quantity (MDQ) in the 12 consecutive Billing Periods ending with the current Billing Period, and (2) the Commodity Gas Charge (CGC) as determined in Rider PGA - Purchased Gas Adjustment, multiplied by the Customer's usage in the billing month.

If Customer elects to take gas supply from a RGS, gas shall be furnished under Rider T – Transportation Service.

MINIMUM BILL

The sum of the Customer Charge and the Demand Charge each month, plus all other applicable fees and charges under this Schedule.

TERMS OF PAYMENT

Customer's bills for service under this Rate shall be rendered and payments due in accordance with the Billing and Payment Section of the Customer Terms and Conditions.

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RATE GDS-4- LARGE GENERAL GAS DELIVERY SERVICE

TERMS AND CONDITIONS

Maximum Daily Contract Quantity (MDCQ)

Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, but in no case less than the Customer's highest daily demand recorded for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ can be no less than the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, adjusted to a 30 day equivalent basis divided by 21.

Prior to initiation of service, Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect during the term of the contract, unless revised pursuant to the following:

If Customer desires to increase its MDCQ, Customer shall notify Company in writing of the amount of increase desired. Company shall, within thirty days of receipt of Customer's notice, notify Customer whether the system capacity is available to provide the increased MDCQ.

If Company notifies Customer that the desired increase in MDCQ will be granted, the increase shall be effective on the date agreed to by the parties.

If Company notifies Customer that the desired increase in MDCQ will not be granted, Customer's MDCQ shall remain unchanged.

If Customer desires to decrease its MDCQ, Customer shall notify Company in writing of the amount of decrease desired at least thirty (30) days before the desired effective date. The MDCQ shall be decreased effective on the date agreed to by the parties, provided Customer has not been granted either an increase or a decrease in its MDCQ in the 12 months preceding the requested effective date. No decrease will be granted if either an increase or a decrease in its MDCQ has been granted in the 12 months preceding the requested effective date.

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RATE GDS-4- LARGE GENERAL GAS DELIVERY SERVICE

General

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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RATE GDS-5 – SEASONAL GAS DELIVERY SERVICE

AVAILABILITY

Service under this Rate is available at Customer's request to any Non-Residential Customer who signs a written contract with Company incorporating the terms of this Rate. Customer agrees to hold Company harmless for any consequences arising from the seasonal provisions of this Rate.

MONTHLY CHARGES

Customer Charge

Customer shall be billed one of the following charges based upon the whether Customer receives gas supply under Rider S or Rider T, and the higher of (i) Customer's maximum usage for any day occurring in the 12 consecutive billing periods ending with the current billing period or (ii) Customer's Maximum Daily Contract Quantity (MDCQ) for the billing period, as set forth below.

<u>Customer's MDCQ</u>	<u>Gas Supply under Rider S</u>	<u>Gas Supply under Rider T</u>
less than 3,250 Therms; or	\$535.00	\$560.00
greater than or equal to 3,250 Therms but less than 7,000 Therms; or	\$750.00	\$775.00
greater than or equal to 7,000 Therms	\$970.00	\$995.00

Distribution Delivery Charge

9.025 cents per Therm for Customers receiving gas supply under Rider S
7.240 cents per Therm for Customers receiving gas supply under Rider T

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RATE GDS-5 – SEASONAL GAS DELIVERY SERVICE

Demand Charge

Customer shall be billed one of the following charges for all Therms of Adjusted Winter Demand delivered by Company to Customer during the billing period, based on Company's Gas Main Maximum Allowable Operating Pressure (MAOP) from which Customer is served.

Charge for Customer receiving gas supply <u>Under Rider S</u>	Gas Main MAOP From Which <u>Customer Is Served</u>
\$1.4679 per Therm of Winter Demand	Less than or equal to 60 psig
\$0.8504 per Therm of Winter Demand	Greater than 60 psig
Charge for Customer receiving gas supply <u>Under Rider T</u>	Gas Main MAOP From Which <u>Customer Is Served</u>
\$0.6217 per Therm of Winter Demand	Less than or equal to 60 psig
\$0.1927 per Therm of Winter Demand	Greater than 60 psig

Gas Supply Charge

Customer has the option to receive gas supply from the Company or a Retail Gas Supplier (RGS). If Customer elects to take gas supply from the Company, gas shall be furnished under Rider S – System Gas Service. The charge for system gas shall be the sum of: (1) the Demand Gas Charge (DGC) as determined in Rider PGA - Purchased Gas Adjustment, multiplied by the Customer's Winter Demand, and (2) the Commodity Gas Charge (CGC) as determined in Rider PGA - Purchased Gas Adjustment, multiplied by the Customer's usage in the billing month.

If Customer elects to take gas supply from a RGS, gas shall be furnished under Rider T – Transportation Service.

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RATE GDS-5 – SEASONAL GAS DELIVERY SERVICE

MINIMUM BILL

The sum of the Customer Charge and the Demand Charge each month, plus all other applicable fees and charges under this Schedule.

TERMS OF PAYMENT

Customer's bills for service under this Rate shall be rendered and payments due in accordance with the Billing and Payment Section of the Customer Terms and Conditions.

TERMS AND CONDITIONS

Definitions

Average Temperature

Average Temperature means the average of the high and low temperatures for the next calendar day forecast by an independent weather service used by Company, for Peoria, Decatur, or Belleville for Customers located in the Northern, Central, or Southern regions served by Company, respectively. Company will make forecast temperatures for each day available to Customers on the internet at Ameren.com/usms by 9 a.m. on the preceding day.

Winter Demand

Winter Demand means Customer's maximum usage for any Day when Average Temperature for that day is equal to or is below 25 degrees Fahrenheit occurring on any such day in the 12 consecutive billing periods ending with the current billing period.

Adjusted Winter Demand

Adjusted Winter Demand means Customer's Winter Demand less Customer's Winter Delivery Allowance, if any.

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RATE GDS-5 – SEASONAL GAS DELIVERY SERVICE

Winter Delivery Allowance

Winter Delivery Allowance means an amount of gas delivery that Customer is entitled to receive on days when Average Temperature is equal to or is below 25 degrees Fahrenheit without Customer incurring a Demand Charge. Company will determine Customer's Winter Delivery Allowance at Customer's request. If so requested Company will determine at Company's sole discretion the amount of distribution delivery capacity that is available to Customer while still meeting the delivery capacity requirements of other customers. At Company's sole discretion, Company will generally limit Customer's Winter Delivery Allowance to no more than the amount of additional delivery capacity for a local system reinforcement installed on Customer's behalf for which Customer provided a contribution.

Maximum Daily Contract Quantity (MDCQ)

Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, but in no case less than the Customer's highest daily demand recorded for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ can be no less than the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, adjusted to a 30 day equivalent basis divided by 21.

Prior to initiation of service, Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect during the term of the contract, unless revised pursuant to the following:

If Customer desires to increase its MDCQ, Customer shall notify Company in writing of the amount of increase desired. Company shall, within thirty days of receipt of Customer's notice, notify Customer whether the system capacity is available to provide the increased MDCQ.

If Company notifies Customer that the desired increase in MDCQ will be granted, the increase shall be effective on the date agreed to by the parties.

If Company notifies Customer that the desired increase in MDCQ will not be granted, Customer's MDCQ shall remain unchanged.

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RATE GDS-5 – SEASONAL GAS DELIVERY SERVICE

If Customer desires to decrease its MDCQ, Customer shall notify Company in writing of the amount of decrease desired at least thirty (30) days before the desired effective date. The MDCQ shall be decreased effective on the date agreed to by the parties, provided Customer has not been granted either an increase or a decrease in its MDCQ in the 12 months preceding the requested effective date. No decrease will be granted if either an increase or a decrease in its MDCQ has been granted in the 12 months preceding the requested effective date.

General

Customer taking service under this Rate must remain on this Rate for an initial term of 12 billing periods.

Customer that terminates service hereunder will not again be eligible for Seasonal Gas Service for 12 billing periods.

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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RATE GDS - 7 - SPECIAL CONTRACT GAS DELIVERY SERVICE

AVAILABILITY

This service is available to any existing or prospective Customer located within such distance of an interstate natural gas pipeline providing gas transportation service that bypass of the Company's gas distribution system is, in the judgment of the Company, economically feasible and practical.

The Customer shall enter into a contract with the Company specifying the nature of the service to be supplied, the price to be paid, and such other terms and conditions as are mutually agreeable, provided, however, as a condition of service, the Customer will provide to the Company affidavits stating the Customer's intent to bypass the Company's facilities absent service hereunder, and such other evidence required by the Company to verify the investment required on the part of the Customer in order to take gas service directly from an interstate pipeline company.

CONTRACTS

Contracts entered into hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Such contracts shall be treated on a proprietary basis.

The maximum term of contract under this rate shall be five (5) years.

CHARGES

The charges hereunder shall be the charges contained in the contract between the Customer and the Company.

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RIDER G
GROUP BALANCING TRANSPORTATION SERVICE
Applicable to Rider T

AVAILABILITY

Available to a Group Manager who represents multiple Customer accounts on Rider T – Transportation Service (Rider T). Group Balancing Service is a service provided by the Company that allows a Group Manager to deliver gas to the Company, on an aggregated basis, for two or more Rider T accounts that comprise the membership in a Customer Group. A Group Manager applying for service under this Rider must meet the following requirement;

- 1) The Customer Groups' metered locations must all be served by the same interstate pipeline;

Service under this Rider shall be available on or after July 1, 2008. On or after July 1, 2008, a Group Manager may enter into an agreement on the Company's prescribed form for service under this Rider to commence on or after October 1, 2008. The agreement must be executed no later than September 15, 2008.

The Group Manager shall submit an executed agreement to begin service no later than ten (10) business days prior to the end of the month in which service is to begin in the following month.

CUSTOMER NOTIFICATION

A Customer shall provide written notification to the Company, of the Customer's intent that its account be managed by the Group Manager, and such notification must be provided to the Company no later than ten (10) business days prior to the end of the month in which service is to begin in the following month. The Customer shall provide written notification to the Company of the Customer's intent to terminate participation in the Customer Group no later than ten (10) days prior to the end of the month in which service is intended to be terminated.

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RIDER G
GROUP BALANCING TRANSPORTATION SERVICE
Applicable to Rider T

Notwithstanding the foregoing notification restrictions, a Customer's account(s) must stay in a Customer Group for a minimum of one (1) billing period.

DEFINITIONS

Customer Group

Customer Group shall be a group of Rider T accounts served by the same interstate pipeline that the supplier establishes under its Group Balancing contract with the Company.

Group Daily Confirmed Nomination (GDCN)

Group Daily Confirmed Nomination shall be the summation of the DCN of the customers within the group.

Group Manager

Group Manager shall be the entity who enters into a contract with the Company to deliver gas to the Company, on an aggregated basis, for two or more accounts being served under Rider T.

Group Unaccounted for Gas

Group Unaccounted for Gas shall mean the quantity of supplier-owned gas the Company shall retain, at the time of delivery into the Company's system, representing the group's proportionate share of unaccounted for gas. Such quantity shall equal the number of therms delivered by the supplier to the Company's system under the rider multiplied by the effective Unaccounted for Gas Factor, as defined in Rider T.

CHARGES

The following charges pursuant to Rider T will be billed at the Group Manager level; OFO Balancing Charges, Unauthorized Gas Use Charge, Critical Day Imbalance Charge and Daily and Monthly Cash Out Charges. In addition to these Rider T charges, the Group Manager will be assessed an annual fee of \$250 per group.

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RIDER G
GROUP BALANCING TRANSPORTATION SERVICE
Applicable to Rider T

CONTRACT

The Group Manager shall enter into a contract with Company for service hereunder on a prescribed form which shall include without limitation terms and provisions addressing contract term, Customer account information, nomination and curtailment procedures, billing and payment, security/creditworthiness assurances, assignment limitations, and notices.

TERMS AND CONDITIONS

Multiple locations owned by a single legal entity served under the same rate will be balanced together as one entity

Service hereunder is subject to the Customer Terms and Conditions, Supplier Terms and Conditions, Standards and Qualifications for Gas Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.

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