

1228 either as authorized or unauthorized to non-Rider 13 groups are billed at the customer
1229 level, not at the Supplier level.

1230 **Q. Do you believe the Company's proposal satisfies Ms. Rozumialski's concern related**
1231 **to Critical Day penalties?**

1232 A. Yes. This proposal accommodates the issue of a Supplier being faced with penalty
1233 charges on a Critical Day if the Supplier's Rider 13 groups had sufficient deliveries in
1234 aggregate.

1235 **VIII. PROPOSED CHANGES TO EXISTING RIDERS 2 AND 8**

1236 **Q. Nicor Gas proposed several changes to its Rider 2, Franchise Cost Recovery. Are**
1237 **there any contested issues related to the proposed Rider 2 changes?**

1238 A. No. Staff and Nicor Gas do not have any disagreements concerning Rider 2 changes.

1239 **Q. Nicor Gas proposed several changes to its Rider 8, Adjustments for Municipal and**
1240 **State Utility Taxes. Are there any open issues related to the proposed Rider 8**
1241 **changes?**

1242 A. For the most part, the Company's proposed changes to Rider 8 are not opposed by any
1243 party. However, Staff witness Boggs has expressed concerns with one aspect of the
1244 proposed changes. (Boggs Reb., Staff Ex. 21.0, 2:22-4:83).

1245 **Q. Please explain your understanding of this concern.**

1246 A. Mr. Boggs indicates that he was unable to recommend approval of the proposed language
1247 intended to clarify the Company's authority to bill customers for municipal taxes
1248 determined to be due as a consequence of a municipal tax audit. In particular, he
1249 expresses two concerns. (Boggs Reb., Staff Ex. 21.0, 2:22-4:83).

1250 First, he has a concern about the possibility that the change may conflict with
1251 Illinois Administrative Code Section 280.100, which limits the time period for which a
1252 utility may render a bill for services or commodities. *See* 83 Ill. Adm. Code Part 280.
1253 Mr. Boggs is not an attorney and therefore indicated he is not comfortable offering what
1254 he believes would amount to a legal opinion about the applicability of Section 280.100.
1255 (Boggs Reb., Staff Ex. 21.0, 2:29-32). I am not a lawyer either, but it is my
1256 understanding that the proposed clarification to Rider 8 does not relate to utility services
1257 or commodities; it concerns payment of municipal taxes. As such, I do not see a conflict.

1258 Second, Mr. Boggs questions how the clarifying language would be implemented.
1259 He identified questions in his rebuttal testimony and in data requests that he served on the
1260 Company on the day he submitted that testimony. He invited the Company to respond to
1261 those questions and indicated that the Company's responses may allow for a more
1262 informed opinion on the proposed language. (Boggs Reb., Staff Ex. 21.0, 4:78-80).
1263 Nicor Gas has responded to those the data requests. Attached as Nicor Gas Exhibit 48.9
1264 are the Company's responses to Staff data requests CB 4.01-4.09.

1265 **Q. Do municipality taxes impact the rates that are the subject of this proceeding?**

1266 A. No. Municipal taxes are a "pass through" item. Rider 8 permits Nicor Gas to collect the
1267 tax from customers within the municipality. Consequently, municipal taxes have no
1268 impact on the base rates charged by Nicor Gas.

1269 **Q. Should the Commission approve this proposed change to Rider 8?**

1270 A. Yes. The proposed change clarifies that if Nicor Gas discovers that a customer is subject
1271 to a municipal tax as a result of a municipal tax audit, the Company may collect the tax

1272 owed from that customer under Rider 8. Typically, this issue arises when a customer is
1273 annexed into a municipality and the Company only learns of the annexation as a result of
1274 a municipal tax audit.

1275 **IX. PROPOSED NEW RIDERS**

1276 **Q. Does the Company propose any changes to the five new riders that it presented on**
1277 **rebuttal?**

1278 **A.** No. Nicor Gas respectfully requests the Commission approve the five new riders which
1279 it presented on rebuttal and are attached here again in Exhibits 48.1 and 48.2 which
1280 include:

- 1281 • Rider 26, Uncollectible Expense Adjustment (“Rider UEA”);
- 1282 • Rider 27, Company Use Adjustment (“Rider CUA”);
- 1283 • Rider 28, Volume Balancing Adjustment (“Rider VBA”);
- 1284 • Rider 29, Energy Efficiency Plan (“Rider EEP”); and
- 1285 • Rider 30, Qualifying Infrastructure Plant (“Rider QIP”).

1286 **A. RIDER 28 – VOLUME BALANCING ADJUSTMENT**

1287 **Q. AG/CUB witness Rubin states that “[o]n lines 1141-1152, Mr. Mudra explains how**
1288 **the reconciliation formula in proposed Rider VBA would work. In that explanation,**
1289 **he states: “Nicor Gas can never recover more or less than the Commission-approved**
1290 **level of fixed costs contained within its volumetric distribution charges”; however,**
1291 **Mr. Rubin disagrees with this statement. (Rubin Reb., AG/CUB Ex. 5.0, 4:80-95).**
1292 **Is your statement accurate?**

1293 **A.** Yes. The formulas for the Effective Component and the Reconciliation Adjustment
1294 formula’s RA1 and RA2 that Nicor Gas has proposed in its Rider VBA are exactly the

1295 same as those approved in volume balancing adjustment rider in the Peoples Gas Rate
1296 Case. In the Peoples Gas Rate Case, the Commission understood that it was approving a
1297 rider mechanism that “simply involves the recovery of margin revenues that we have
1298 already established in this case. In terms of the mechanism itself, the record shows that
1299 Rider VBA is designed with symmetry, transparency and accountability. In these
1300 respects, this rate mechanism works to the benefit of both the Utilities and their
1301 customers.” (Peoples Gas Rate Case Order at 151; emphasis added). Also, the
1302 Commission stated “[t]hus, Rider VBA involves no more than periodic adjustments to a
1303 rate that is fixed and approved by the Commission and with such adjustment as
1304 determined by application of a set mathematical formula.” (*Id.*) Therefore, I stand by my
1305 statements in rebuttal testimony that:

1306 Nicor Gas’ proposed reconciliation adjustment Factor (RA1)
1307 ensures that Nicor Gas receives no more and no less than the total
1308 annual rate case margin associated with the percentage of fixed
1309 costs approved in this proceeding.

1310 * * *

1311 In total, Nicor Gas can never recover more or less than the
1312 Commission-approved level of fixed costs contained within its
1313 volumetric distribution charges. The purpose of the RA₁ formula is
1314 to determine the level of adjustment necessary to reconcile the
1315 actual revenues arising from the application of the monthly
1316 Effective Component to the total fixed cost portion of the
1317 Commission-approved rate case margin.

1318 (Mudra Reb., Nicor Gas Ex. 29.0, 54:1138-40, 54:1147-50, respectively).

1319 **Q. Mr. Rubin claims that “[i]n total, Rider VBA would result in Nicor recovering**
1320 **substantially more than the level of fixed costs as determined by the Commission.”**

1321 **(Rubin Reb., AG/CUB Ex. 5.0, 5:93-95, Exs. 5.02, 5.03). Do Mr. Rubin's analysis**
1322 **and exhibits support this claim? (Rubin Reb., AG/CUB Ex. 5.0, 4:80-7:143)?**

1323 A. No. On the contrary, they prove that through Rider VBA Nicor Gas would recover no
1324 more and no less than the total annual rate case margin associated with the percentage of
1325 fixed costs approved by the Commission, or \$131,048,993 in Mr. Rubin's example on
1326 Nicor Gas Exhibit 48.10, for its rate case number of customers.

1327 I would note that Mr. Rubin's assumptions are not based on the final billing
1328 determinates based on the Final Order on Rehearing filed with the Commission on
1329 April 4, 2006 and there are other differences; however, for the sake of reviewing
1330 Mr. Rubin's example let's assume all of his numbers and assumptions are correct for the
1331 purpose of reviewing his claim.

1332 First, in AG/CUB Exhibit 5.02, Mr. Rubin compares 2009 forecasted total test-
1333 year residential revenues of \$356.25 million (AG/CUB Ex. 5.02, line 107, monthly
1334 customer charges and volumetric charges but excluding \$2.2 million in Customer Select
1335 credits) with approved total residential revenues (excluding Customer Select credits) of
1336 \$357.32 million and concludes that since there is a difference of just 0.3% "[o]ne would
1337 think, therefore, that an adjustment to ensure that Nicor Gas would recover its
1338 Commission-approved fixed costs would be insignificant in 2009 -- requiring Nicor to
1339 refund \$638,000..." (Rubin Reb., AG/CUB Ex. 5.0, 6:116-18). However, Mr. Rubin is
1340 comparing apples and oranges by comparing 2009 data that includes new customers to
1341 2005 data that would represent the existing customers (or "rate case customers") from
1342 2005 because Rider VBA is designed to ensure fixed cost recovery on only the existing
1343 "rate case customers" that existed in 2005. Mr. Rubin's objection seems to be that "[t]he

1344 rider would allow Nicor to keep all of the increased revenues from customer charges due
1345 to the increase in the number of customers.” (Rubin Reb., AG/CUB Ex. 5.0, 6:120-22).
1346 Yet, Mr. Rubin fails to recognize that Rider VBA properly ignores both the four years of
1347 investment required to serve new customers and the revenues from new customer growth
1348 since 2005 because the objective of Rider VBA is to ensure only the fixed cost recovery
1349 associated with the “rate case customers” that were approved for recovery in the 2004
1350 Rate Case.

1351 Second, in AG/CUB Exhibit 5.03, Mr. Rubin calculates the Effective Component
1352 under Rider VBA would collect \$11,758,367 in 2009 and again he questions why Rider
1353 VBA should collect that amount “even though its total residential fixed revenues were
1354 actually \$638,000 higher than projected in the last case.” (Rubin Reb., AG/CUB Ex. 5.0,
1355 7:136-37). Once again, in his example Mr. Rubin has compared total 2009 test year
1356 revenues—which include new customers—to 2005 revenues on existing customers.
1357 Rider VBA properly ignores the investment and revenues from new customers because
1358 its objective is to reconcile the fixed costs included in the 2004 rate case’s volumetric
1359 distribution charges for existing customers to the proportion of fixed costs actually
1360 recovered in 2009 on those same “rate case customers.”

1361 Finally, Mr. Rubin’s example only proves that Rider VBA, given these figures,
1362 would do exactly what the Commission understands that it should do which is to only
1363 collect the Commission-approved proportion of fixed costs that were included within the
1364 volumetric distribution charges. For example, on AG/CUB Exhibit 5.03, Mr. Rubin
1365 indicates that the 2005 Rate Case Margin from volumetric distribution charges was
1366 \$162,854,471 and his percentage of fixed cost (PFC) was 80.47%; therefore, we can

1367 conclude that Rider VBA should allow Nicor Gas to recover \$131,048,992
1368 (\$162,854,471 times .8047 equals \$131,048,992) based on its existing 2005 rate case
1369 customer levels. Nicor Gas Exhibit 48.10 accepts all of AG/CUB's assumptions on
1370 Exhibit 5.03 for the sake of illustrative purposes and proves that with Rider VBA Nicor
1371 Gas would have recovered no more and no less than \$131,048,993 based on the number
1372 of rate case customers of 1,929,264. Specifically, I accept Mr. Rubin's computation of
1373 the Rider VBA Effective Component adjustment of \$11,758,367 which he presents on
1374 line 9 and I then illustrate on line 10 in greater detail. Also, I illustrate that since Nicor
1375 Gas earned an average of only \$76.84 per customer through its volumetric distribution
1376 charges (\$154,099,160 divided by 2,005,486 actual customers Exhibit 48.10, line 3
1377 divided by line 4) and when applied to only the rate case number of customers of
1378 1,929,264 and reduced by the percentage of fixed costs of 80.47% then Nicor Gas
1379 recovered \$119,290,626 of its fixed costs through its distribution charges as shown on
1380 Nicor Gas Exhibit 48.10, line 11. Therefore, when adding Mr. Rubin's Rider VBA
1381 adjustment of \$11,758,367 to the \$119,290,626 of fixed costs recovered from rate case
1382 customers within the volumetric distribution charges then Nicor Gas would recover
1383 \$131,048,993 or exactly the same total amount of fixed costs approved for recovery in
1384 the 2004 rate case of \$131,048,993 (Nicor Gas Exhibit 48.10, line 1, \$162,854,471 times
1385 80.47% PFC).

1386 **Q. Does the Company have any final observations on Mr. Rubin's Exhibits 5.02 and**
1387 **5.03?**

1388 **A.** It is interesting to observe that Nicor Gas' total residential revenues were expected to be
1389 \$357,324,299 in 2005 and yet are forecasted to only reach \$356,252,157 in 2009—four

1390 years later and after Nicor Gas has added 76,222 residential customers since the last rate
1391 case. Clearly, this illustrates Nicor Gas' dilemma of declining average use per customer
1392 and the dangers of recovering more fixed costs through declining volumetric distribution
1393 volumes which will not permit Nicor Gas to recover its approved test year revenues—
1394 even four years later and after adding 76,222 customers. Therefore, the Commission
1395 should adopt Rider VBA or, in the alternative, the Company's proposal to recover at least
1396 \$13.55 per month through its monthly customer charges.

1397 **Q. Does Staff witness Jones take a similar view as Mr. Rubin when she states “[t]hus,**
1398 **the Company could recover more or less than the fixed costs to be recovered**
1399 **through distribution revenues as approved in the instant proceeding.” (Jones Reb.,**
1400 **Staff Ex. 16.0, 13:225-27).**

1401 A. I believe she does. However, I hope that Ms. Jones recognizes, as I have shown on Nicor
1402 Gas Exhibit 48.10, that Rider VBA cannot recover any more or less than the fixed costs
1403 to be recovered through distribution revenues for the rate case number of customers.

1404 **Q. Does Ms. Jones agree that her alternative “Full Decoupling” Rider VBA would cap**
1405 **revenue at rate case test year levels, but also force Nicor Gas to absorb costs from**
1406 **new customer growth as you described in your rebuttal testimony at lines 1153-**
1407 **1176? If so, what would be the impact of Ms. Jones' alternative based on the**
1408 **example just discussed on Nicor Gas Exhibit 48.10?**

1409 A. Ms. Jones agreed that it would cap revenues received for fixed distribution costs at the
1410 test year levels but she did not comment about why Nicor Gas should be required to
1411 refund revenues received from new customers. (Jones Reb., Staff Ex. 16.0, 13:234-44).
1412 Ms. Jones formula would cap Nicor Gas' total distribution revenues, which include

1413 revenues from both rate case customers and new customers at the proportion of fixed
1414 costs established in the last rate case. For example, using the data on Nicor Gas Exhibit
1415 48.10, her Effective Component formula of $(RCM - AM) \times PFC / T \times 100$ would have
1416 not only capped Nicor Gas' fixed cost recovery at \$131,048,992 (\$162,854,471 times
1417 .8047 assuming zero actual margin), but it would then only permit it to recover
1418 \$7,045,398 in 2009 (\$162,854,471 minus \$154,099,160) times 80.47% equals
1419 \$7,045,398). However, this amount is \$4,712,968 less than the amount required under
1420 Rider VBA using the Example shown on Nicor Gas Exhibit 48.10 (line 16 \$7,045,399
1421 minus line 17 \$11,758,367 equals (\$4,712,968)).

1422 **Q. What does the \$4,712,968 shortfall as compared to the Proposed Rider VBA under**
1423 **Staff's "Full Decoupling" Rider VBA really represent?**

1424 A. As shown on Nicor Gas Exhibit 48.10, lines 19 through 21, in 2009, Ms. Jones formula
1425 would require Nicor Gas to forego 80.47% of its new customer revenue which is derived
1426 from the 76,222 new customers it has added since 2005. Those new customers provided
1427 \$5,856,801 in 2009 at an average margin of \$76.84 per customer (76,222 customers
1428 multiplied by \$76.84 equals \$5,856,801), which when multiplied by 80.47% equals the
1429 \$4,712,968 shortfall as shown on Lines 21 and 18. Staff's proposed formula improperly
1430 reduces the VBA adjustment based on new customer revenues which are required by
1431 Nicor Gas to provide a contribution towards its additional fixed investment costs
1432 associated with adding new customers which it is currently allowed to retain.

1433 **Q. Should the Commission accept Ms. Jones' alternative "Full Decoupling Rider**
1434 **VBA"?**

1435 A. Absolutely not. Ms. Jones' formula fails to recognize that Nicor Gas would have earned
1436 only \$119,290,626 in fixed cost recovery from its 2005 rate case customers (Nicor Gas
1437 Exhibit 48.10, line 11) when, in fact, the 2004 Rate Case would have expected that it
1438 should recover \$131,048,993 in fixed cost recovery from those customers. Therefore, a
1439 Rider VBA adjustment of \$11,758,367 is needed to adjust revenues back to rate case test
1440 year levels for its rate case customer levels. It is evident that Staff's formula intends to
1441 penalize Nicor Gas for adding new customers by requiring it to invest in new
1442 infrastructure to serve these customers and then requiring it to forego 80.47% of the
1443 distribution margin received from these customers.

1444 **B. RIDER 29 – ENERGY EFFICIENCY PLAN**

1445 **Q. Has Staff witness Jones reviewed and approved the Company's final proposed**
1446 **changes to Rider EEP on rebuttal?**

1447 A. Yes. Ms. Jones agrees with the Company's final proposed changes and if the
1448 Commission were to approve Rider VBA with the Conservation Stabilization Adjustment
1449 (CSA) intact she agrees with the Company's proposed modification to add the phrase
1450 "less billed CSA revenues" to its EEP Revenues definition." (Jones Reb., Staff Ex. 16.0,
1451 14:245-15:263).

1452 **X. CUSTOMER SELECT AND RIDER 25 ISSUES**

1453 **Q. Is the Company proposing any changes to charges associated with the**
1454 **Transportation Service Credit pertaining to Customer Select and Rider 25?**

1455 A. Yes. Consistent with the Company's Memorandum of Understanding ("MOU") with the
1456 Customer Select Gas Suppliers ("CSGS"), the Company proposes to update the amount

1457 of the credit for gas in storage which is the component of the Transportation Service
1458 Credit for Customer Select customers and Rider 25 customers. The credit had previously
1459 been calculated to be \$.0037 per therm based on the prior ECOSS and has been revised to
1460 \$.0045 based on the Company's final proposed ECOSS. The update has resulted in an
1461 increased credit for customers. For customers served under Rider 15 and Rider 25 Rates
1462 4 and 5, the credit for gas in storage has been corrected to 0.45 cents per therm and for
1463 customers served under Rider 25 Rate 6, the credit has been updated to 0.14 cents per
1464 therm.

1465 **XI. CONCLUSION**

1466 **Q. Does this conclude your surrebuttal testimony?**

1467 **A. Yes.**

Northern Illinois Gas Company

Ill.C.C. No. 16 - Gas
1st Revised Title Sheet

**SCHEDULE OF RATES
FOR
GAS SERVICE
(ILL.C.C. No. 16)**

THIS SCHEDULE CANCELS THE FOLLOWING SCHEDULE IN ITS ENTIRETY:

Ill.C.C. No. 9, Schedule G (Gas)

Filed with the Illinois Commerce Commission on April 4, 1996
Issued pursuant to Order of the Illinois Commerce Commission
entered April 3, 1996 in Docket No. 95-0219

Effective April 11, 1996
Issued by - Kathleen L. Halloran
Vice President
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Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
17th Revised Sheet No. 1
(Canceling 16th Revised Sheet
No. 1, Effective July 11, 2007)

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Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 1.5
(Canceling Original Sheet No.
1.5, Effective November 22,
2005)

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Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 2
(Canceling 1st Revised Sheet No. 2,
Effective April 11, 1996)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

Territory To Which This Schedule Is Applicable.

This Schedule exhibits rates of the Northern Illinois Gas Company for supplying gas service. The rates shown herein apply to service rendered within the municipal limits of the Municipalities listed herein and the unincorporated contiguous territory, except that, where the Company is required to pay municipal compensation to a municipality, the Company shall have the right, subject to approval of the Illinois Commerce Commission, to add the amount of such compensation to the charges set forth in this Schedule for gas service within the corporate limits of such municipality.

<u>Municipality</u>	<u>County</u>	<u>Municipality</u>	<u>County</u>
Addison	DuPage	Benson	Woodford
Adeline	Ogle	Berkeley	Cook
Adrian (U)	Hancock	Berwyn	Cook
Afolkey (U)	Stephenson	*Big Rock	Kane
Alden Township (U)	McHenry	Biggsville	Henderson
Aigonquin	McHenry	Binghampton (U)	Lee
Alsip	Cook	Bloomington	DuPage
Altorf (U)	Kankakee	Bloomington	McLean
Amboy	Lee	Blue Island	Cook
Anchor	McLean	Bolingbrook	Will
*Ancona (U)	Ogle/Stephenson	Bonfield	Kankakee
Antioch	Lake	Boulder Hill (U)	Kendall
Argyle (U)	Winnebago	Bourbonnais	Kankakee
Arlington Heights	Cook	Braceville	Grundy
Aroma Park	Kankakee	Bradley	Kankakee
Arrowsmith	McLean	Bridwood	Will
Ashkum	Iroquois	Bridgeview	Cook
Ashton	Lee	Bristol (U)	Kendall
Atlas (U)	Pike	Broadview	Cook
Aurora	Kane	Brookfield	Cook
Baileyville (U)	Ogle/Stephenson	Buckingham	Kankakee
Baker (U)	LaSalle	Buckley	Iroquois
Barrington	Cook/Lake	Buffalo Grove	Cook
Barrington Hills	Cook/Kane/Lake/McH.	Bull Valley	McHenry
Barrington Woods (U)	Cook/Lake	Burbank	Cook
Bartlett	Cook/DuPage	Burlington	Kane
Basco	Hancock	Burnham	Cook
Batavia	Kane	Burnside (U)	Hancock
Beaverville	Iroquois	Burr Ridge	DuPage
Bedford Park	Cook	Burton Bridge (U)	McHenry
Beecher	Will	Byron	Ogle
Belleflower	McLean	Canbery	Ford/Kankakee
Bellwood	Cook	Caledonia Township (U)	Boone
Belvidere	Boone	Calumet City	Cook
Bensenville	DuPage	Calumet Park	Cook

(U) Unincorporated

(Continued On Sheet No. 3)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a/ Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 3
(Canceling 3rd Revised Sheet No. 3,
Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 2)

Municipality	County	Municipality	County
*Campton Hills	Kane	Crest Hill	Will
Campus	Livingston	Creston	Ogle
Capron	Boone	Crestwood	Cook
Carbon Hill	Grundy	Crete	Will
Carlock	McLean	Crooked Lake (U)	Lake
Carman (U)	Henderson	Cropsey (U)	McLean
Carol Stream	DuPage	Crystal Lake	McHenry
Carpentersville	Kane	Cullom	Livingston
Carthage	Hancock	Custer Park (U)	Will
Cary	McHenry	Dakota	Stephenson
Cedarville	Stephenson	Dallas City	Hancock
Chadwick	Carroll	Dana	LaSalle
Channahon	Will	Danforth	Iroquois
Channel Lake (U)	Lake	Danvers	McLean
Chatsworth	Livingston	Darion	DuPage
Chebanse	Iroquois/Kankakee	Davis	Stephenson
Chemung Township (U)	McHenry	Davis Junction	Ogle
Chenoa	McLean	Daysville (U)	Ogle
Cherry Valley	Winnebago	Dayton (U)	LaSalle
Chicago (Annexed Areas)	Cook	Deep Lake (U)	Lake
Chicago Heights	Cook	Deer Creek	Tazewell
Chicago Ridge	Cook	Deer Grove	Whiteside
Cicero	Cook	Deer Park	Lake
Cissna Park	Iroquois	Deerfield	Cook
Clarendon Hills	DuPage	DeKalb	DeKalb
Clarksville (U)	McLean	Des Plaines	Cook
Clifton	Iroquois	Dewey (U)	Champaign
Coal City	Grundy	Diamond	Grundy
Coatsburg	Adams	Dixmoor	Cook
Colfax	McLean	Dixon	Lee
Columbus	Adams	Dolton	Cook
Colusa (U)	Hancock	Donovan	Iroquois
Como (U)	Whiteside	Downers Grove	DuPage
Compton	Lee	Downers Grove Township (U)	DuPage
Congerville	Woodford	Downs	McLean
Cooksville	McLean	Durand	Winnebago
Cornell	Livingston	Dwight	Livingston
Cortland	DeKalb	Earlville	LaSalle
Country Club Hills	Cook	East Brooklyn	Grundy
Countryside	Cook	East Dubuque	JoDaviess
Countryside Lake (U)	Lake	East Dundee	Kane
Crescent City	Iroquois		

(U) Unincorporated

(Continued On Sheet No. 4)

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 4
(Canceling 3rd Revised Sheet No.
4, Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 3)

Municipality	County	Municipality	County
East Hannibal (U)	Pike	Frankfort	Will
East Hazel Crest	Cook	Franklin Grove	Lee
Echo Lake (U)	Lake	Franklin Park	Cook
El Dara	Pike	Freeport	Stephenson
El Paso	Woodford	Fremont Township (U)	Lake
Ela Township (U)	Lake	Galena	Jo Daviess
Elburn	Kane	Galt (U)	Whiteside
Eldena (U)	Jo Daviess	Garden Prairie (U)	Boone
Elgin	Cook/Kane	Gardner	Grundy
Elizabeth	Jo Daviess	Garfield (U)	LaSalle
Elk Grove Village	Cook	Geneseo	Henry
Elliott	Ford	Geneva	Kane
Ellsworth	McLean	Genoa	DeKalb
Elmhurst	DuPage	German Valley	Stephenson
Elmwood Park	Cook	Gibson City	Ford
Elvaston	Hancock	Gifford	Champaign
Elwood	Will	Gilberts	Kane
Emerson (U)	Whiteside	Gillum (U)	McLean
Emington	Livingston	Gilman	troquois
Eola (U)	DuPage	Gladstone	Henderson
Esmond (U)	DeKalb	Glen Ellyn	DuPage
Essex	Kankakee	Glenstate Heights	DuPage
Evanston	Cook	Glenview	Cook
Evergreen Park	Cook	Glenwood	Cook
Fairbury	Livingston	Godley	Grundy/Will
Fall Creek (U)	Adams	Golf	Cook
Farmer City	DeWitt	Goodfield	Woodford
Ferris	Hancock	Grand Detour (U)	Ogle
Fisher	Champaign	Grand Ridge	LaSalle
Flanagan	Livingston	Grant Park	Kankakee
Flossmoor	Cook	Grass Lake (U)	Lake
Ford Heights	Cook	Graymont (U)	Livingston
Forest Lake (U)	Lake	Green Garden Township (U)	Will
Forest Park	Cook	Greenwood	McLean
Forest View	Cook	Gridley	McLean
Forrest	Livingston	Gulf Port	Henderson
Forreston	Ogle	*Gurnee	Lake
Fowler (U)	Adams	Guthrie (U)	Ford
Fox Lake	Lake	Hainesville	Lake
Fox Lake Hills (U)	Lake	Hamilton	Hancock
Fox River Grove	McHenry	Hampshire	Kane
		Hanover	Jo Daviess
		Hanover Park	Cook/DuPage

(U) Unincorporated

(Continued On Sheet No. 5)

Filed with the Illinois Commerce Commission on April 29, 2008
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Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
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Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 5
(Canceling 3rd Revised Sheet No.
5, Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 4)

Municipality	County	Municipality	County
Harding (U)	LaSalle	Justice	Cook
Harmon	Lee	*Kaneville	Kane
Harmony (U)	McHenry	Kangley	LaSalle
Harrison (U)	Winnebago	Kankakee	Kankakee
Harvard	McHenry	Kappa	Woodford
Harvey	Cook	Kasbeer (U)	Bureau
Harwood Heights	Cook	Keeneyville (U)	DuPage
Hawthorn Woods	Lake	Kempton	Ford
Hazel Crest	Cook	Kenilworth	Cook
Hebron	McHenry	Kent Township (U)	Stephenson
Herbert (U)	Boone	Kernan (U)	LaSalle
Herscher	Kankakee	Kildeer	Lake
Hickory Hills	Cook	Kinderhook	Pike
Highland Lake (U)	DuPage	Kings (U)	Ogle
Hillcrest	Ogle	Kingston	DeKalb
Hillside	Cook	Kinsman	Grundy
Hinckley	DeKalb	Kirkland	DeKalb
Hinsdale	Cook/DuPage	LaFox (U)	Kane
Hodgkins	Cook	LaGrange	Cook
Hoffman Estates	Cook	LaGrange Highlands (U)	Cook
Holbrook (U)	Cook	LaGrange Park	Cook
Holcomb (U)	Ogle	LaHarpe	Hancock
Holiday Hills	McHenry	Lake Barrington	Lake
*Homer Glen	Will	Lake Bloomington (U)	Lake
Homer Township (U)	Will	Lake in the Hills	McHenry
Hornetown	Cook	Lake Killarney (U)	McHenry
Homewood	Cook	Lake Villa	Lake
Hooppole	Henry	Lake Zurich	Lake
Hudson	McLean	Lakemoor	McHenry
Hull	Pike	Lakewood	McHenry
Huntley	McHenry	Lanark	Carroll
Indian Head Park	Cook	Lansing	Cook
Ingleside (U)	Lake	Lawrence (U)	McHenry
Inverness	Cook	Leaf River	Ogle
Iroquois	Iroquois	Lee	DeKalb/Lee
Irwin	Kankakee	Lee Center (U)	Lee
Island Lake	Lake/McHenry	Leeds (U)	LaSalle
Itasca	DuPage	Leland	LaSalle
Ivanhoe (U)	Cook/Lake/Will	Lemont	Cook
Johnsburg	McHenry	Lena	Stephenson
Joliet	Will	Leonore	LaSalle
Joliet Township (U)	Will	LeRoy	McLean
Joy	Mercer		

(U) Unincorporated

(Continued On Sheet No. 6)

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Effective June 13, 2008
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Senior Vice President
Post Office Box 190
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 6
(Canceling 3rd Revised Sheet No. 6,
Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 5)

Municipality	County	Municipality	County
Lexington	McLean	Mazon	Grundy
Liberty	Adams	McCook	Cook
Lightsville (U)	Ogle	McCullom Lake	McHenry
Lilly (U)	Tazewell	McHenry	McHenry
Lilymoor (U)	McHenry	McHenry Shores (U)	McHenry
Lily Lake	Kane	Meadows (U)	McLean
Lima	Adams	Media	Henderson
*Limestone	Kankakee	Medinah (U)	DuPage
Lincolnwood	Cook	Melrose Park	Cook
Lindenhurst	Lake	Melvin	Ford
Lindenwood (U)	Ogle	Mendon	Adams
Lisbon	Kendall	Mendota	LaSalle
Lisle	DuPage	Merrionette Park	Cook
Lockport	Will	Meyer (U)	Adams/Kankakee
Lockport Township (U)	Will	Midlothian	Cook
Loda	Iroquois	Milford	Iroquois
Lomax	Henderson	Millbrook	Kendall
Lombard	DuPage	Milledgeville	Carroll
Long Grove	Lake	Millington	Kendall
Long Lake (U)	Lake	Minok	Woodford
Long Point	Livingston	Minooka	Grundy
Lorraine	Adams	Mokena	Will
Lotus (U)	Champaign	Momence	Kankakee
Loves Park	Winnebago	Monce	Will
Ludlow	Champaign	Monroe Center	Ogle
Lyndon	Whiteside	Montgomery	Kane
Lynwood	Cook	Moosheart (U)	Kane
Lyons	Cook	Morris	Grundy
Machosney Park	Winnebago	Morrison	Whiteside
Mackinaw	Tazewell	Morton Grove	Cook
Malta	DeKalb	Mount Carroll	Carroll
Manhattan	Will	Mt. Morris	Ogle
Manteno	Kankakee	Mount Prospect	Cook
Manville (U)	Livingston	Mundelein	Lake
Maple Park	Kane	Nachusa (U)	Lee
Marcelline (U)	Adams	Naperville	DuPage
Marengo	McHenry	Naplate	LaSalle
Markham	Cook	Nauvoo	Hancock
Marley (U)	Edgar	Nelson	Lee
Marseilles	LaSalle	New Bedford	Bureau
Martinton	Iroquois	New Canton	Pike
Matteson	Cook	New Hartford (U)	Pike
Maywood	Cook	New Lenox	Will

(U) Unincorporated

(Continued On Sheet No. 7)

Filed with the Illinois Commerce Commission on April 29, 2008
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Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
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Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 7
(Canceling 3rd Revised Sheet No.
7, Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 6)

Municipality	County	Municipality	County
New Milford	Winnebago	Paxton	Ford
Newark	Kendall	Payson	Adams
Niles	Cook	Pearl City	Stephenson
*Niota (U)	Hancock	Pecatonica	Winnebago
Normal	McLean	Penfield (U)	Champaign
Normandy (U)	Bureau	Peotone	Will
Norridge	Cook	Phoenix	Cook
North Aurora	Kane	Pike (U)	Pike
North Barrington	Lake	Pingree Grove	Kane
North Riverside	Cook	Piper City	Ford
Northbrook	Cook	Pistakee Bay (U)	McHenry
Northfield	Cook	Pistakee Highlands (U)	McHenry
Northlake	Cook	Pittsfield	Pike
Norway (U)	LaSalle	Plainfield	Will
Norwood Park Township (U)	Cook	Plainfield Township (U)	Will
Oak Brook	Cook/DuPage	Plainville	Adams
Oak Forest	Cook	Plano	Kendall
Oak Lawn	Cook	Plato Center (U)	Kane
Oak Park	Cook	*Plattville	Kendall
Oakbrook Terrace	DuPage	Polo	Ogle
Oakwood Hills	McHenry	Pontiac	Livingston
Orchel	Livingston	Pontoosuc	Hancock
Ohio	Bureau	Poplar Grove	Boone
Olympia Fields	Cook	*Port Barrington	McHenry
Onarga	Iroquois	Posen	Cook
Oquawka	Henderson	Potomac	Vermillion
Orangeville	Stephenson	Prairie Grove	McHenry
Oregon	Ogle	Prairie View (U)	Lake
Orland Hills	Cook	Prairieville (U)	Lee
Orland Park	Cook	Princeton	Bureau
Oswego	Kendall	Prophetstown	Whiteside
Ottawa	LaSalle	Prospect Heights	Cook
Palatine	Cook	Proviso Township (U)	Cook
Palatine Township (U)	Cook	Randolph Township (U)	McLean
Paloma (U)	Adams	Rankin	Vermillion
Palos Heights	Cook	Ransom	LaSalle
Palos Hills	Cook	Rantoul	Champaign
Palos Park	Cook	Raritan	Henderson
Papineau	Iroquois	Reddick	Kankakee/Livingston
Park Forest	Cook/Will	Resthaven (U)	Will
Park Ridge	Cook	Richmond	McHenry
Paw Paw	Lee	Richton Park	Cook
		Ridgefield (U)	McHenry

(U) Unincorporated

(Continued On Sheet No. 8)

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Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 8
(Canceling 3rd Revised Sheet No. 8,
Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 7)

Municipality	County	Municipality	County
Ridgeville (U)	Iroquois	Shannon	Carroll
Ridott	Stephenson	Sheldon	Iroquois
*Ringwood	McHenry	Shepherd (U)	Pike
Ritchie (U)	Iroquois	Sheridan	LaSalle
River Forest	Cook	Shirland (U)	Winnebago
River Grove	Cook	Shirley (U)	McLean
Riverdale	Cook	Shorewood	Will
Riverside	Cook	Sibley	Ford
Robbins	Cook	Skokie	Cook
Rochelle	Ogle	Sleepy Hollow	Kane
Rock City	Stephenson	Solon Mills (U)	McHenry
Rock Falls	Whiteside	Somonauk	De Kalb
Rockdale	Will	South Barrington	Cook
Rockford	Winnebago	South Chicago Heights	Cook
Rockport (U)	Pike	South Elgin	Kane
Rolling Meadows	Cook	South Holland	Cook
Romeoville	Will	South Wilmington	Grundy
Roscoe	Winnebago	Spring Grove	McHenry
Roselle	DuPage	Stavanger (U)	LaSalle
Rosemont	Cook	Steger	Cook/Will
Round Grove (U)	Whiteside	Sterling	Whiteside
Round Lake	Lake	Steward	Lee
Round Lake Beach	Lake	Stickney	Cook
Round Lake Heights	Lake	Stickney Township (U)	Cook
Round Lake Park	Lake	Stillman Valley	Ogle
Rowe (U)	Livingston	Stockton	Jo Daviess
Sag (U)	Cook	Stone Park	Cook
St. Anne	Kankakee	Strawn	Livingston
St. Charles	Kane	Streamwood	Cook
St. George (U)	Kankakee	Streator	LaSalle/Livingston
Sandwich	De Kalb	Stronghurst	Henderson
Sauk Village	Cook	Sublette	Lee
Saunemin	Livingston	Sugar Grove	Kane
Saybrook	McLean	Summerhill (U)	Cook
Schaumburg	Cook	Summit	Cook
Schiller Park	Cook	Sun River Terrace	Kankakee
Secor	Woodford	Sutter (U)	Hancock
Seehorn (U)	Pike	Sycamore	De Kalb
Seneca	LaSalle	Sylvan Lake (U)	Lake
Serena (U)	LaSalle	Tampico	Whiteside
Seward (U)	Kendall	Terre Haute (U)	Henderson
Seward Township (U)	Kendall	Thawville	Iroquois
Shabbona	De Kalb	Thomasboro	Champaign

(U) Unincorporated

(Continued On Sheet No. 9)

Filed with the Illinois Commerce Commission on April 29, 2008
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Effective June 13, 2008
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Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 9
(Canceling 3rd Revised Sheet No. 9,
Effective November 22, 2005)

**Municipalities And The Unincorporated Contiguous Territory
To Which This Schedule Is Applicable**

(Continued From Sheet No. 8)

Municipality	County	Municipality	County
Thornton	Cook	Wheatland Township (U)	Bureau/Clinton/Will
Timber Lake (U)	Lake	Wheaton	DuPage
Tinley Park	Cook	Wheeling	Cook
Tioga (U)	Hancock	White Rock (U)	Lee/Ogle
Tiskilwa	Bureau	Willow Springs	Cook
Towanda	McLean	Willowbrook	DuPage
Tower Lakes	Lake	Wilmette	Cook
Triumph (U)	LaSalle	Wilmington	Will
Trout Valley	McHenry	Winfield	DuPage
Troy Grove	LaSalle	Winnebago	Winnebago
Troy Township (U)	Will	Winnetka	Cook
Union	McHenry	Wonder Lake	McHenry
*Union Grove (U)	Whiteside	Woodbine (U)	Jo Daviess
*Union Hill	Kankakee	Wood Dale	DuPage
Unionville (U)	Vermillion/Whiteside	Woodland	Iroquois
University Park	Cook/Will	Woodridge	DuPage
Ursa	Adams	Woodstock	McHenry
Valley View (U)	Kane	Woosung (U)	Ogle
Van Orin (U)	Bureau	Worth	Cook
Venerian Village (U)	Lake	Yorkville	Kendal
Verona	Grundy		
Villa Park	Cook/DuPage		
Volo	Lake		
Walnut	Bureau		
Walton (U)	Lee		
Warren	Jo Daviess		
Warrenville	DuPage		
Warsaw	Hancock		
Wasco (U)	Kane		
Waterman	De Kalb		
Watseka	Iroquois		
Wauconda	Lake		
Waukegan	Lake		
Wayne	DuPage		
Wayne Center (U)	DuPage		
Wedron (U)	LaSalle		
West Brooklyn	Lee		
West Chicago	DuPage		
West Dundee	Kane		
West Point	Hancock		
Westchester	Cook		
Western Springs	Cook		
Westmont	DuPage		
Weston (U)	McLean		

(U) Unincorporated

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

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 10
(Canceling 4th Revised Sheet No.
10, Effective April 11, 2006)

**Rate 1
Residential Service**

Availability.

This rate is available to any single-family residential Customer using the Company's gas service primarily for residential purposes.

* Charges shall be the sum of (a), (b) and (c).

(a) Monthly Customer Charge
\$13.55 per month.

(b) <u>Distribution Charge</u>	<u>Therms Supplied In The Month</u>
13.92¢ per therm	for the first 20
5.19¢ per therm	for all over 20

(c) Gas Supply Cost
The Gas Cost (G/C) per therm supplied in the month as determined in accordance with the Company's Rider 6, Gas Supply Cost.

Term of Service.

The Customer's term of service shall commence when the Company begins to supply service hereunder. Customer shall provide at least 10 days notice to discontinue service.

Combination Residence and Business.

Gas will be supplied hereunder for the entire requirements of a combined residence and business, if the predominant requirement is for residential purposes.

General.

The Schedule of which this rate is part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

Filed with the Illinois Commerce Commission on April 29, 2008
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Effective June 13, 2008
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
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Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 11
(Canceling 4th Revised Sheet No.
11, Effective April 11, 2006)

**Rate 4
General Service**

Availability.

This rate is available to any Customer using the Company's gas service for general purposes.

* **Charges shall be the sum of (a), (b) and (c).**

(a) Monthly Customer Charge

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

	<u>Meter Class</u>
\$ 22.80 per month	A. (less than 1,000 cfh)
\$.79.45 per month	B. (1,000-10,000 cfh)
\$145.10 per month	C. (greater than 10,000 cfh)

(b) Distribution Charge

Therms Supplied
in the Month

12.75¢ per therm	for the first 150
6.30¢ per therm	for the next 4,850
4.82¢ per therm	for all over 5,000

(c) Gas Supply Cost

The Gas Cost (GC) per therm supplied in the month as determined in accordance with the Company's Rider 6, Gas Supply Cost.

* **Term of Contract.**

The initial term of contract hereunder shall be one year, except that the Customer may convert to Rates 5, 6 or 7 at any time.

The initial term shall commence when the Company begins to supply service hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Monthly Customer Charge for the unexpired portion of the initial term of contract.

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 11.5
(Canceling 1st Revised Sheet No.
11.5, Effective April 11, 2006)

**Rate 5
Seasonal Use Service**

Availability.

This rate is available to any eligible non-residential Customer using the Company's gas service for minimal winter use. To be eligible for Seasonal Use Service, the Customer's winter use (billing months ending January 1 through April 30) must be less than five (5) percent of the total annual usage during the twelve (12) billing months ending with the April billing month. Billing month shall be defined by the ending date of the bill period. Eligibility will be determined in May of each year. Eligibility shall be further contingent upon; (i) the request by a qualified Customer, (ii) Customer receiving gas service for the twelve (12) consecutive months ending with the April bill, and (iii) Customer utilizing no more than 250,000 therms during such 12 month period. Customers deemed ineligible for this rate shall be placed on Rate 4, General Service for a period of one (1) year.

* **Charges shall be the sum of (a), (b) and (c).**

(a) **Monthly Customer Charge**

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

	<u>Meter Class</u>
\$ 25.85 per month	A. (less than 1,000 cfh)
\$ 82.60 per month	B. (1,000-10,000 cfh)
\$187.45 per month	C. (greater than 10,000 cfh)

(b) **Distribution Charge**

Billing Months

5.09¢ per therm	January through April
4.55¢ per therm	May through December

(c) **Gas Supply Cost**

The Gas Cost (GC) per therm supplied in the month as determined in accordance with the Company's Rider 6, Gas Supply Cost.

* **Term of Contract.**

The initial term of contract hereunder shall be one year, except that the Customer may convert to Rates 4, 6 or 7 at any time.

The initial term shall commence when the Company begins to supply service hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Monthly Customer Charge for the unexpired portion of the initial term of contract.

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

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

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 12
(Canceling 4th Revised Sheet No.
12, Effective April 11, 2006)

**Rate 6
Large General Service**

Availability.

This rate is available to any Customer using the Company's gas service for general purposes.

* **Charges shall be the sum of (a), (b) and (c).**

- (a) Monthly Customer Charge
\$1,868.00 per month.
- (b) Distribution Charge
2.66¢ per therm for all therms supplied to the Customer in the month.
- (c) Gas Supply Cost
The Gas Supply Cost charge shall be the sum of: (1) 0.49 times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); and (2) the Commodity Gas Cost (CGC) multiplied by the Customer's usage supplied by the Company in the billing period, each such component as applicable in Rider 6, Gas Supply Cost for the billing period.

Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$3,500 plus the Gas Supply Cost as defined herein.

* **Contract.**

The initial term of contract hereunder shall be one year.

The initial term shall commence when the Company begins to supply service hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Minimum Monthly Charge for the unexpired portion of the initial term of contract.

The contract will specify the Maximum Daily Contract Quantity. Customer shall provide a telephone line conforming to the specifications of the Company's metering equipment and the daily usage recording device. Usage on any gas day in excess of the Maximum Daily Contract Quantity shall be subject to Unauthorized Use, except that, supply conditions permitting in the sole judgment of the Company, the Customer may elect to establish a new Maximum Daily Contract Quantity, effective with the billing period in which such excess occurs in lieu of payment of these charges. Such Maximum Daily Contract Quantity shall be effective for a one-year period, unless exceeded during the period. For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the Rider 6 Gas Cost (GC).

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

Filed with the Illinois Commerce Commission on April 29, 2008
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Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
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Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 13
(Canceling 4th Revised Sheet No.
13, Effective April 11, 2006)

**Rate 7
Large Volume Service**

Availability.

This rate is available to any Customer using the Company's gas service.

* Charges shall be the sum of (a), (b), (c) and (d).

- (a) Monthly Customer Charge
\$3,482.00 per month.
- (b) Demand Charge
167.83¢ per therm
12.78¢ per therm
- Terms of Peak Billing
Demand for the Month
for the first 10,000
for all over 10,000
- (c) Commodity Charge
0.52¢ for all therms supplied to the Customer in the month.
- (d) Gas Supply Cost
The Gas Supply Cost charge shall be the sum of: (1) 0.49 times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); and (2) the Commodity Gas Cost (CGC) multiplied by the Customer's usage supplied by the Company in the billing period, each such component as applicable in Rider 6, Gas Supply Cost for the billing period.

* **Minimum Monthly Charge.**

The minimum monthly bill shall be the sum of \$9,500 plus the Gas Supply Cost as defined herein.

Excess Facilities Charge.

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

Demand Provisions.

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

Contract.

The initial term of contract hereunder shall be one year.

(Continued On Sheet No. 14)

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 14
(Canceling 1st Revised Sheet No.
14, Effective April 11, 1996)

**Rate 7
Large Volume Service**

(Continued From Sheet No. 13)

- * The initial term shall commence when the Company begins to supply service hereunder and, after the expiration of such initial term, the contract shall be automatically renewed each year for a period of one year. The Customer shall have the right to terminate service under the contract at the end of any month on 30 days' written notice to the Company; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Minimum Monthly Charge for the unexpired portion of the initial term of contract.
- * The contract shall specify the Maximum Daily Contract Quantity. Customer shall provide a telephone line conforming to the specifications of the Company's metering equipment and the daily usage recording device. Usage on any gas day in excess of the Maximum Daily Contract Quantity shall be subject to Unauthorized Use, except that, supply conditions permitting in the sole judgment of the Company, the Customer may elect to establish a new Maximum Daily Contract Quantity, effective with the billing period in which such excess occurs in lieu of payment of these charges. Such Maximum Daily Contract Quantity shall be effective for a one-year period, unless exceeded during the period. For each term of Unauthorized Use, the charge shall be the sum of \$6.00 plus the Rider 6 Gas Cost (GC).

General.

The Schedule of which this rate is a part includes certain general Terms and Conditions and Riders. Service hereunder is subject to these Terms and Conditions and the Riders which are listed as applicable to this rate.

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

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 15
(Canceling 1st Revised Sheet No. 15,
Effective April 11, 1996)

**Rate 10
Compressed Natural Gas**

***CANCELED**

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by: Gerald P. O'Connor
Vice President
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Aurora, Illinois 60507

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

II.C.C. No. 16 - Gas
3rd Revised Sheet No. 16
(Canceling 1st Revised Sheet No. 16,
Effective April 11, 1996)

**Rate 11
Energy Service**

***CANCELED**

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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Northern Illinois Gas Company

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17

**Rate 17
Contract Service**

Availability.

This service is available to any Customer located within such distance of an interstate natural gas pipeline providing gas transportation service so 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 years.

Charges.

The charges hereunder, including any applicable gas charges, shall be the charges contained in the contract between the Customer and the Company.

Filed with the Illinois Commerce Commission on April 4, 1996
Issued pursuant to Order of the Illinois Commission
entered April 3, 1996 in Docket No. 05-0219

Effective April 11, 1996
Issued by - Kathleen L. Halloran
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17.2

**Rate 19
Contract Service for Electric Generation**

Availability.

This rate is available to any Customer with electric generation facilities with a capacity of at least 25 Megawatts installed for the purpose of selling all or part of the electricity generated from such unit(s) off premise, except that the rate is not available to any customer that is an affiliated interest of the Company as defined in Section 7-101 of the Illinois Public Utilities Act. The Company shall not tie, as defined in state and federal antitrust laws, the provisions of service under this rate to the taking or selling of any goods or services from or to an affiliated interest of the Company.

Contract.

The Customer shall enter into a contract with the Company specifying the nature of the gas service to be supplied, the price to be paid, and such other terms and conditions as are mutually agreeable. The term of the contract shall be provided in the contract, but shall not be longer than ten years.

All contracts entered into hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Not less than 10 days before submitting a contract to the Commission, the Company will provide a copy of the contract to the Commission Staff for review. In addition to the contract, the Company will provide to Staff documentation that shows that revenues from service to the Customer under such contract will be greater than the incremental costs to serve such Customer, ensuring a positive contribution to fixed cost recovery.

All submissions to the Staff and the Commission of such contracts and supporting documentation under this rate shall be treated on a proprietary basis as provided under 83 Illinois Administrative Code Part 335-Confidential Contracts.

Charges.

The charges hereunder, including any applicable gas charges, shall be the charges contained in the contract between the Customer and the Company.

Filed with the Illinois Commerce Commission on June 29, 2000
Issued pursuant to Special Permission of the Illinois Commerce
Commission entered June 27, 2000 in Docket No. 00-0290

Effective June 30, 2000
Issued by George M. Behrens
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.51
(Canceling Original Sheet No.
17.51, Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

*** Availability and Eligibility.**

This rate is available to any Shipper that meets the applicable eligibility requirements. Any Shipper is eligible for the services offered hereunder upon meeting all the terms and conditions specified herein and upon the execution of a valid and approved contract.

*** Definition of Service.**

Under this rate, any Shipper (as defined below) who enters into a contract with the Company hereunder may transport gas on an interruptible basis from an interconnection between an interstate natural gas pipeline or local gas distribution company and the Company for redelivery to (a) another local gas distribution company with an interconnection with the Company, (b) storage or (c) a Transfer Point. A Shipper may also delay redelivery of supply with the storage option, for up to one hundred twenty (120) calendar days. With this service, a Shipper may also schedule deliveries from storage to a transportation Customer's Storage Banking Service.

All gas transported or stored under this rate must be consumed within the State of Illinois. As such, Nicor Gas will not schedule deliveries from storage under Rate 21 to an interstate pipeline.

*** Nature of Service.**

Service under this rate will be provided on an interruptible basis, subordinate to the Company's firm service obligations. Subject to the Company's determination that it has available capacity, Company will offer intrastate services, in limited volumes, consisting of (a) priority interruptible transportation service, (b) interruptible transportation service, (c) priority interruptible storage service, and (d) interruptible storage service to eligible Shippers on a non-discriminatory basis. All storage service hereunder shall require corresponding transportation service to effectuate the movement of storage volumes. Gas shall be deemed to have been stored when the Company's recorded transportation receipts from any Shipper exceed the recorded deliveries to that Shipper, if any, on the same day. Gas shall be deemed to have been withdrawn from storage when Company's recorded transportation deliveries to any Shipper exceed the recorded receipts from that Shipper on any day.

*** Interruptions of Service.**

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

(Continued On Sheet No. 17.51.1)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 17.51.1

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.51)

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(Continued On Sheet No. 17.52)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.52
(Canceling Original Sheet No.
17.52,
Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.51.1)

*** Definitions.**

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

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

"Storage Service" shall refer to Company's retention of Customer's gas for a defined period. Storage Service may be provided where gas is delivered to Company by the Shipper for subsequent redelivery to the Shipper. Storage Service shall not exceed one hundred twenty (120) calendar days.

"Transfer Point" shall refer to the point of delivery within the Company's service territory at which title transfers to another Party.

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

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

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

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

*** Valid Requests.**

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

(Continued On Sheet No. 17.53)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.53
(Canceling Original Sheet No. 17.53,
Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.52)

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

- * When the Company accepts a Shipper's request for service under this rate, it shall tender a Hub Transaction Request and Agreement Form, which shall be deemed accepted by the Shipper (i) upon the Shipper's execution of such Hub Transaction Request and Agreement Form, or (ii) if Shipper does not object, in writing, to the tendered Hub Transaction Request and Agreement Form within two (2) business days of the date of receipt.

- **Charges.**

The transportation charge shall be a daily amount per therm negotiated by the Shipper and the Company. For the avoidance of doubt, transportation charges shall be applicable on gas scheduled to any Delivery Point and for gas scheduled for injection into storage and gas scheduled for withdrawal from storage. The Company may discount its maximum rates stated below to a minimum rate of zero on a non-discriminatory basis.

The maximum Priority Interruptible Transportation Service Charge shall not exceed the lesser of (i) 11.587¢ per therm of MDCQ for the monthly prepayment charge and 0.381¢ per therm transported for the commodity charge or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service. The Company shall not be obligated to provide service under this rate at less than the maximum charge.

The maximum Interruptible Transportation Service Charge shall not exceed the lesser of (i) 0.762¢ per therm transported or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service. The Company shall not be obligated to provide service under this rate at less than the maximum charge.

The storage charge shall be a daily amount per therm negotiated by the Shipper and the Company, and applied to the daily storage balance. The Company may discount its maximum rates stated below to a lower amount on a non-discriminatory basis.

(Continued On Sheet No. 17.53.1)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
Original Sheet No. 17.53.1

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.53)

- * The maximum Priority Interruptible Storage Service Charge shall not exceed the lesser of (i) 17.428¢ per therm of MDCQ for the monthly prepayment charge and 0.573¢ per therm stored per day for the commodity charge or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service. The Company shall not be obligated to provide service under this rate at less than the maximum charge.
- * The maximum Interruptible Storage Charge shall not exceed the lesser of (i) 1.146¢ per therm stored per day or (ii) the amount per therm the Company is charging an affiliated interest (as defined in Section 7-101(2) of the Public Utilities Act) for comparable service.
- * To reflect the priority of the priority interruptible services, Shipper shall be subject to the prepayment and commodity charges set forth herein; provided, if Company is unable to provide service on a given gas day, Shipper shall not be required to pay such prepayments with respect to any service Company is not able to provide; provided further, if Shipper's prepayment charges are based on a specific number of days of service in any month, Shipper's obligation to make the prepayments shall be reduced to the extent that the Company was unable to provide service on the specified number of days, whether or not Shipper scheduled service on any such gas day.

Monthly Billing.

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

*** Contract.**

The initial term of the Hub Transaction Request and Agreement Form shall be a minimum of one (1) day and a maximum of one (1) year. The initial term shall commence when the Company begins to supply service hereunder. Hub Transaction Request and Agreement Forms may be renewed for a period mutually agreed to by the Shipper and the Company, for a period of up to one year. The Hub Transaction Request and Agreement Form will specify the MDCQ in therms, the transportation charges per therm, the storage charges per therm, and an affidavit from the Shipper that all gas transported under this rate will be consumed within the State of Illinois without returning to interstate commerce.

(Continued On Sheet No. 17.54)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.54
(Canceling Original Sheet No.
17.54, Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.53.1)

*** Scheduling.**

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

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

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

Priority Interruptible Transportation Service and/or Priority Interruptible Storage Service will be scheduled before, and curtailed after Interruptible Transportation Service and/or Interruptible Storage Service. If timely nominations for service under this rate exceed available capacity, then the Company shall allocate the capacity available to provide service as set forth in the Nature of Service to Shippers as follows: First, to the extent that the Company is able to schedule some but not all of the nominated volumes under the Priority Interruptible Transportation Service and/or Priority Interruptible Storage Service, service will be scheduled pro rata based on MDCQ. Second, to the extent that the Company is able to schedule some but not all of the nominated volumes under Interruptible Transportation Service and/or Interruptible Storage Service, service will be scheduled on the basis of the total charges for such service in the order of the highest to the lowest. Third, if there is insufficient capacity to schedule all services for which the same total charges are being paid, then the Company shall allocate the remaining available capacity pro rata among such Shippers based on the ratio of each such Shipper's nomination to the sum total nominations of such Shippers.

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

(Continued On Sheet No. 17.55)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 17.55
(Canceling Original Sheet No.
17.55, Effective July 20, 1998)

**Rate 21
Intrastate Transportation and Storage Services**

(Continued From Sheet No. 17.54)

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

*** Imbalances.**

The Company and any local gas distribution company with a physical interconnect shall resolve operational imbalances in a mutually agreeable manner. The maximum transportation charges or storage charges, as applicable, shall be applied to resolve Shipper imbalances, unless the Company and Shipper mutually agree to another manner of resolution.

Conditions of Service.

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

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

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

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

General.

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

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
6th Revised Sheet No. 18
(Canceling 5th Revised Sheet
No. 18, Effective November 22,
2005)

**Rate 74
General Transportation Service**

Availability.

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

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

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

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

- (a) Administrative Charge
\$23.00 per month for an individual account. Group accounts will be charged \$10.00 per month per account with a minimum group charge of \$33.00.
- (b) Recording Device Charge
\$10.00 per month per each account with a diaphragm meter; or
\$17.00 per month for each account for all other meter types.

(Continued On Sheet No. 19)

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

B.C.C. No. 16 - Gas
5th Revised Sheet No. 19
(Canceling 4th Revised Sheet No.
19, Effective April 1, 2006)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 18)

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

	<u>Meter Class</u>
\$ 22.80 per month	A. (less than 1,000 cfh)
\$ 79.45 per month	B. (1,000-10,000 cfh)
\$145.10 per month	C. (greater than 10,000 cfh)

- * (d) Distribution Charge
- | | <u>Therms Supplied
in the Month</u> |
|------------------|---|
| 11.33¢ per therm | for the first 150 |
| 4.84¢ per therm | for the next 4,850 |
| 3.49¢ per therm | for all over 5,000 |

- * (e) Storage Banking Service (SBS) Charge
0.42¢ per therm per month for all therms of Storage Banking Service capacity.

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

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

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

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

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

(Continued On Sheet No. 20)

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 20
(Canceling 3rd Revised Sheet
No. 20, Effective October 3, 2001)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 19)

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

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

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

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

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

(Continued On Sheet No. 21)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
6th Revised Sheet No. 21
(Canceling 5th Revised Sheet
No. 21, Effective November 22,
2005)

**Rate 74
General Transportation Service**

(Continued From Sheet No. 20)

- * On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.017 (0.0182 as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

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

See Terms and Conditions for Order of Deliveries.

- * **Contract.**

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

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

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

- * **General.**

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

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
Original Sheet No. 21.3

**Rate 75
Seasonal Use Transportation Service**

Availability.

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

- (a) where the Customer's Winter Period use, December 1 through March 31, shall be less than five (5) percent of Customer's total annual usage during the twelve (12) months ending March 31; and
- (b) where the Customer has contracted for transportation of direct purchases from the delivery point of the seller to an existing interstate pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Customer's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general system use; and
- (c) where the final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company; and
- (d) where satisfactory evidence of Customer's contracts with seller(s) and intrastate or interstate transporters are provided to the Company; and
- (e) where all such arrangements have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company; and
- (f) where Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the metering equipment, and the metering equipment will not be installed by the Company until the required telephone line is available.

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

Winter Period Usage.

During the period of December 1 through March 31, Customer's total metered use shall be less than five (5) percent of the total annual use during the twelve (12) months ending March 31. Eligibility will be determined in April of each year based on the preceding 12 months ending March 31. Eligibility shall be further contingent upon: (i) the request by a qualified Customer, (ii) Customer receiving gas service for the twelve (12) consecutive months ending March 31, and (iii) Customer utilizing no more than 250,000 therms during such 12 month period. Absent the receipt of written notification from Customer requesting Rate 4, General Service, Customer, if deemed ineligible for this rate, shall be placed on Rate 74, General Transportation Service for a period of one (1) year.

(Continued On Sheet No. 21.4)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779

Effective November 22, 2005
Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 21.4
(Canceling 1st Revised Sheet No.
21.4, Effective April 11, 2006)

**Rate 75
Seasonal Use Transportation Service**

(Continued From Sheet No. 21.3)

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

(a) Administrative Charge
\$23.00 per month for an individual account. Group accounts will be charged \$10.00 per month per account with a minimum group charge of \$33.00.

(b) Recording Device Charge
\$10.00 per month per each account with a diaphragm meter; or
\$17.00 per month for each account for all other meter types

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

	<u>Meter Class</u>
\$ 25.85 per month	A. (less than 1,000 cfh)
\$ 82.60 per month	B. (1,000-10,000 cfh)
\$187.45 per month	C. (greater than 10,000 cfh)

(d) Distribution Charge

	<u>Therms Supplied in Months</u>
2.75¢ per therm	December through March
2.21¢ per therm	April through November

(e) Storage Banking Service (SBS) Charge
0.42¢ per therm per month for all therms of Storage Banking Service capacity.

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

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

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

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

(Continued On Sheet No. 21.5)

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
Original Sheet No. 21.5

**Rate 75
Seasonal Use Transportation Service**

(Continued From Sheet No. 21.4)

- (g) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.
- (h) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (j) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.

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

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

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

(Continued On Sheet No. 21.6)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779

Effective November 22, 2005
Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
1st Revised Sheet No. 21.6
(Canceling Original Sheet No.
21.6, Effective November 22,
2005)

**Rate 75
Seasonal Use Transportation Service**

(Continued From Sheet No. 21.5)

*** Storage.**

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

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.017 (0.0182 as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

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

See Terms and Conditions for Order of Deliveries.

• Contract.

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

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

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

General.

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

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issued by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 22
(Canceling 6th Revised Sheet
No. 22, Effective April 11, 2006)

**Rate 76
Large General Transportation Service**

Availability.

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

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

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

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

- (a) Customer Charge
\$1,891.00 per month.
- (b) Distribution Charge
1.89¢ per therm for all therms delivered to the Customer during the billing period.
- (c) Storage Banking Service (SBS) Charge
0.42¢ per therm per month for all therms of Storage Banking Service capacity.

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

(Continued On Sheet No. 23)

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

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 23
(Canceling 3rd Revised Sheet
No. 23, Effective October 3, 2001)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 22)

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

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

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

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

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

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

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

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

- * (i) Transportation Service Adjustment
The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

- (k) Operational Flow Order (OFO) Non-Performance Charge
On any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Customer and the charge will be 200% of the

(Continued On Sheet No. 24)

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

Ill.C.C. No. 16 - Gas
6th Revised Sheet No. 24
(Canceling 5th Revised Sheet
No. 24, Effective November 22,
2005)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 23)

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

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

Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$3,150 plus charges (c) through (k).

* **Storage.**

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

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.017 (0.0182 as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

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

See Terms and Conditions for Order of Deliveries.

* **Contract.**

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

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

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

(Continued on Sheet No. 24.5)

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

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 24.5
(Canceling Original Sheet No. 24.5,
Effective October 3, 2001)

**Rate 76
Large General Transportation Service**

(Continued From Sheet No. 24)

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

- **General.**

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

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 25
(Canceling 6th Revised Sheet
No. 25, Effective April 11, 2006)

**Rate 77
Large Volume Transportation Service**

Availability.

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

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

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

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

- (a) Customer Charge
\$3,505.00 per month.
 - (b) Demand Charge
129.48¢ per therm
4.32¢ per therm
 - (c) Commodity Charge
0.52¢ for all therms delivered to the Customer during the billing period.
- | | |
|-----------------------------|--|
| Therms of Peak Billing | |
| <u>Demand for the Month</u> | |
| for the first 10,000 | |
| for all over 10,000 | |

(Continued On Sheet No. 26)

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

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 26
(Canceling 4th Revised Sheet
No. 26, Effective November 22, 2005)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 25)

- * (d) Storage Banking Service (SBS) Charge
0.42¢ per therm per month for all therms of Storage Banking Service capacity.
- Customers may annually select Storage Banking Service capacity with a minimum selection of 1 times their Maximum Daily Contract Quantity (MDCQ) subject to the provisions included in Terms and Conditions.
- For each therm of Company-supplied Gas delivered under this service, the charge shall be considered Authorized Use.
- (e) Firm Backup Service (FBS) Charge
The monthly charge for Firm Backup Service shall be the selected Firm Backup Service quantity (in therms) multiplied by the Demand Gas Cost (DGC) as defined in Rider 6.
- For each therm of Company-supplied Gas delivered under this service, the charge shall be the Rider 6 Commodity Gas Cost (CGC).
- (f) Excess Storage Charge
10¢ per therm for the maximum amount in storage in excess of the Customer's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Customer's Storage Banking Service capacity, the Excess Storage Charge shall not apply. Revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost.
- (g) Requested Authorized Use Charge
For each therm of Requested Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (h) Authorized Use Charge
For each therm of Authorized Use, the charge shall be the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- (i) Unauthorized Use Charge
For each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the higher of: (a) the Rider 6 Gas Cost (GC); or (b) the Market Price as defined in the Terms and Conditions applicable to this rate.
- Revenues arising from the application of the \$6.00 per therm charge hereunder shall be credited to Rider 6, Gas Supply Cost.

(Continued On Sheet No. 27)

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

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 27
(Canceling 4th Revised Sheet
No. 27, Effective November 22, 2005)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 26)

- (j) Transportation Service Adjustment
The Transportation Service Adjustment (TSA) per therm, as determined in Rider 6, Gas Supply Cost, applied to total Customer usage less Company-supplied Gas.

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

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

- * **Minimum Monthly Charge.**
The minimum monthly bill shall be the sum of \$9,500 plus (d) through (k).

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

On a Critical Day or an OFO Shortage Day, withdrawal of gas from storage shall be limited to the Customer's Storage Withdrawal Factor (SWF) times 0.017 (0.0182 as of the first June 1 after the Effective Date of this tariff) times the Storage Banking Service capacity.

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

See Terms and Conditions for Order of Deliveries.

(Continued On Sheet No. 28)

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issue by - Gerald P. O'Connor
Senior Vice President
Post Office Box 190
Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas
6th Revised Sheet No. 28
(Canceling 5th Revised Sheet
No. 28, Effective November 22, 2005)

**Rate 77
Large Volume Transportation Service**

(Continued From Sheet No. 27)

Excess Facilities Charge.

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

Demand Provisions.

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

*** Contract.**

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

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

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

General.

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

Filed with the Illinois Commerce Commission on April 29, 2008
Items in which there are changes are preceded by an asterisk (*)

Effective June 13, 2008
Issue by - Gerald P. O'Connor
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**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 29
(Canceling 2nd Revised Sheet No. 29,
Effective April 10, 1998)

**Rate 81
Energy Transportation Service**

***CANCELED**

(Continued On Sheet No. 30)

Filed with the Illinois Commerce Commission on September 30, 2005
Issued pursuant to Order of the Illinois Commerce Commission entered
September 20, 2005 and as amended September 28, 2005 in Docket No. 04-0779
Items in which there are changes are preceded by an asterisk (*)

Effective November 22, 2005
Issued by - Gerald P. O'Connor
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