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**CUSTOMER TERMS AND CONDITIONS**

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**10. SWITCHING SUPPLIERS****A. Request for Conversion Between Company Supplied Gas Service And Gas Transportation Service**

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

- \* 1. Written notification is required to convert from gas transportation service to Company supplied gas service or from Company supplied gas service to gas transportation service. Notification must be received by the Managing Supervisor of End User Transportation, from the Customer, prior to July 1 in 2010 and April 1 each year thereafter to be effective August 1 or a later date that is mutually agreeable between the Customer and Company.
- \* 2. When a Customer changes gas supply service effective August 1, Customer shall remain on the requested gas supply service for 12 months. Service shall continue for additional 12 month periods until written notification is received as stated above.
- \* 3. When a Customer changes gas supply service and Customer and Company mutually agree to an effective date later than August 1, Customer shall remain on the requested gas supply service through July 31. At that time service shall continue for 12 month periods until written notification is received as stated above.

**B. Conflict Between Switch Requests**

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

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**CUSTOMER TERMS AND CONDITIONS**

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

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

1. Upon failure of a Customer to establish credit, or to adjust their cash deposit, or for non-payment of a delinquent bill owed to Company for the same class of service furnished to Customer at the same or another location as provided by 83 Ill. Admin. Code Part 280, or
2. Upon failure of a Customer to comply with the Company's rules or terms and conditions pertaining to Customer's service, or
3. Meter tampering as described in Section C below, or
- \* 4. Upon failure of a Customer to provide accurate identity information in a timely manner when there is suspicion of fraud or identity theft on an account, or
- \* 5. Upon failure of a Customer to provide access to meter when Company is conducting a Pipeline Safety Survey.

**B. Customer Reconnection**

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

1. Pursuant to the 83 Ill. Admin. Code Part 280, paid delinquent bills, established credit and paid a service reconnection charge as set forth in the Miscellaneous Fees and Charges tariff, or
  2. Furnished satisfactory evidence of the compliance with Company's rules or terms and conditions and paid a service reconnection charge as set forth in the Miscellaneous Fees and Charges tariff.
- \* When Company has taken action which results in service being physically cut at or near the main due to inability to gain access to metering equipment for disconnection purposes, Customer shall pay the Physical Service Reconnection Charge provided for in the Miscellaneous Fees and Charges tariff. Work associated with the physical service reconnection will only be performed during regular working hours.

STANDARDS AND QUALIFICATIONS FOR GAS SERVICE

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**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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

- Service Extension

- \* A Residential Customer requiring a Service Extension will be provided up to 60 feet of 1 inch polyethylene service pipe at no charge to the Customer. If the Service Extension required is longer than the free footage allowance or the required pipe is larger than 1 inch, Customer shall pay Company for the difference through a Non-Refundable Contribution.

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

- ii. Non-Residential

- Main Extension

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

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**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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

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

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

\* **B. Interval Metering**

Interval meters are meters which provide measurement of gas consumption such that usage information is available for discrete increments (e.g., hourly, daily) throughout the metering period. The Company will install an interval meter at each location where Customer receives gas delivery service under Rate GDS-4, GDS-5 or GDS-7. Whenever interval metering is installed, the Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes.

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**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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\* **C. Daily Usage Information Service**

The Company will provide Daily Usage Information Service as follows:

Customer receiving gas Delivery Service under Rate GDS-4 or GDS-7:

In order to facilitate remote interrogation of interval metering by the Company and provide daily usage information to Customer, the Company will install a remote monitoring device at each interval meter location where Customer receives gas delivery service under Rate GDS-4 or GDS-7.

For each remote monitoring device, the Customer, at Customer's expense, shall provide access to a commercial telephone line and 120 volt AC electric power at a location designated by the Company. The telephone line shall be dedicated for Company's use.

If a Customer does not provide access to a commercial telephone line and 120 volt AC electric power at a location designated by the Company, or, if interrogation is not possible due to a telephone service outage, Company will dispatch technicians each month with specialized equipment to capture the daily usage information necessary to bill Customer. The charge to the Customer for such meter read will be \$170.00 for each occurrence.

If phone line is installed and Company is unable to retrieve daily usage information it will be the Customer's responsibility to verify that the Customer's phone line is in working condition. In addition, Company reserves the right to charge Customers for each service call to investigate the remote monitoring device if such service call is the sole result of telephone service outage.

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**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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\* Customers receiving gas Delivery Service under Rate GDS-2, GDS-3 or GDS-5:

A Customer receiving gas Delivery Service under Rate GDS-2, GDS-3 or GDS-5 may elect to receive Daily Usage Information Service. A Customer electing such service shall be billed the monthly charge shown immediately below for each meter for which Customer has elected to receive Daily Usage Information Service.

Monthly charge for Daily Usage Information Service      \$5.00 per meter

If Customer elects such service, the Company may be required to install a remote monitoring device to provide daily usage information to Customer. If Company is required to install a remote monitoring device in order for Customer to receive Daily Usage Information Service, Customer will be required to pay Company \$2400.00 prior to receiving service, for each meter where a remote monitoring device is required, to cover the cost of equipment and installation.

For each remote monitoring device, the Customer, at Customer's expense, shall provide access to a commercial telephone line and 120 volt AC electric power at a location designated by the Company. The telephone line shall be dedicated for Company's use. If Customer is located in an area where the Company has AMR (Automated Meter Reading) installed and Company is not required to install a remote monitoring device to obtain daily usage, Customer will not be required to install a commercial telephone line or 120 volt AC electric power, nor will they be assessed the monthly charge for Daily Usage Information Service.

If Company is required to install a remote monitoring device and Customer does not provide access to a commercial telephone line and 120 volt AC electric power or, if interrogation is not possible due to a telephone service outage, Company will be unable to provide daily interval usage information to Customer until Customer installs the necessary equipment or rectifies the phone outage. If phone line is installed and Company is unable to retrieve daily usage information it will be the Customer's responsibility to verify that the Customer's phone line is in working condition.

In addition, Company reserves the right to charge Customers for each service call to investigate the remote monitoring device if such service call is the sole result of telephone service outage.

**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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**D. Meter Replacement**

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

**5. DISCONNECTION AND RECONNECTION**

Only the Company shall have the right to discontinue service to any Customer and to remove its property from Customer's Premises, after due notice. A Customer's Service that has been disconnected shall be reconnected after Customer has furnished satisfactory evidence of compliance with the Company's Terms and Conditions and paid all applicable fees and charges.

**6. TECHNICAL REQUIREMENTS FOR CUSTOMER USING ALTERNATE OR BACKUP FUEL**

The minimum technical requirements for a Customer using alternate or backup fuels to supply all or a portion of Customer's gas load requirements in a common fuel line fed by the Company's gas delivery system are set forth below.

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**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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

**7. HEATING VALUE AND QUALITY OF GAS**

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

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

**STANDARDS AND QUALIFICATIONS FOR GAS SERVICE**

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

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

**RATE GDS-1-RESIDENTIAL GAS DELIVERY SERVICE**

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**MONTHLY CHARGES**

\* Customer Charge  
\$22.40 for each gas service account

\* Distribution Delivery Charge  
8.950 cents per Therm for all Therms delivered

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

**MINIMUM BILL**

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

**TERMS OF PAYMENT**

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

**TERMS AND CONDITIONS**

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

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**RATE GDS-2– SMALL GENERAL GAS DELIVERY SERVICE**

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\* **AVAILABILITY**

Service under this Rate is available to any Non-Residential Customer whose highest Average Daily Usage is less than 200 Therms per day as qualified in the Delivery Service Rate Reassignment section.

\* **DELIVERY SERVICE RATE REASSIGNMENT**

If a Customer receiving Delivery Service under Rate GDS-2 has an Average Daily Usage equal to or greater than 200 Therms per day in any monthly Billing Period during the prior 12 monthly Billing Periods ending February of each year, the Customer shall be reassigned to Rate GDS-3 as of the effective date of this tariff sheet and, each year thereafter, effective with gas usage occurring after the first meter read on or after August 1.

If a Customer receiving Delivery Service under Rate GDS-2 has an Average Daily Usage equal to or greater than 1,000 Therms per day in any monthly Billing Period during the prior 12 monthly Billing Periods ending February of each year, the Customer shall be reassigned to Rate GDS-4 as of the effective date of this tariff sheet and, each year thereafter, effective with gas usage occurring after the first meter read on or after August 1.

Once the Customer has been reassigned to Rate GDS-3 or GDS-4, the Customer will not be eligible to receive service under Rate GDS-2 for a minimum of 12 monthly billing periods following such reassignment.

**MONTHLY CHARGES**

\* Customer Charge

For Customers receiving gas supply under Rider S or Rider T:

\$37.10 for each gas service account with annual gas usage of 600 Therms or less

\$62.50 for each gas service account with annual gas usage over 600 Therms

**RATE GDS-2– SMALL GENERAL GAS DELIVERY SERVICE**

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\* Distribution Delivery Charge

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

6.000 cents per Therm for Customers receiving gas supply under Rider T

Gas Supply Charge

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

**MINIMUM BILL**

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

**TERMS OF PAYMENT**

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

**TERMS AND CONDITIONS**

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

**RATE GDS-3- INTERMEDIATE GENERAL GAS DELIVERY SERVICE**

**\* AVAILABILITY**

Service under this Rate is available to any Non-Residential Customer whose highest Average Daily Usage is equal to or greater than 200 Therms per day and less than 1,000 Therms per day as qualified in the Delivery Service Rate Reassignment section.

**\* DELIVERY SERVICE RATE REASSIGNMENT**

If a Customer receiving Delivery Service under Rate GDS-3 does not have an Average Daily Usage equal to or greater than 200 Therms per day in any monthly Billing Period during the prior 12 monthly Billing Periods ending February of each year, the Customer shall be reassigned to Rate GDS-2 as of the effective date of this tariff sheet and, each year thereafter, effective with gas usage occurring after the first meter read on or after August 1.

If a Customer receiving Delivery Service under Rate GDS-3 has an Average Daily Usage equal to or greater than 1,000 Therms per day in any monthly Billing Period during the prior 12 monthly Billing Periods ending February of each year, the Customer shall be reassigned to Rate GDS-4 as of the effective date of this tariff sheet and, each year thereafter, effective with gas usage occurring after the first meter read on or after August 1.

Once the Customer has been reassigned to Rate GDS-2 or GDS-4, the Customer will not be eligible to receive service under Rate GDS-3 for a minimum of 12 monthly billing periods following such reassignment.

**MONTHLY CHARGES**

**\* Customer Charge**

For Customers receiving gas supply under Rider S or Rider T:  
\$125.00 for each gas service account

**\* Distribution Delivery Charge**

17.500 cents per Therm for Customers receiving gas supply under Rider S  
11.200 cents per Therm for Customers receiving gas supply under Rider T

**RATE GDS-3– INTERMEDIATE GENERAL GAS DELIVERY SERVICE**

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**Gas Supply Charge**

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

**MINIMUM BILL**

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

**TERMS OF PAYMENT**

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

**TERMS AND CONDITIONS**

**\* General**

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

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**RATE GDS-4- LARGE GENERAL GAS DELIVERY SERVICE**

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**\* AVAILABILITY**

Service under this Rate is available to any Non-Residential Customer whose highest Average Daily Usage is equal to or greater than 1,000 Therms per day as qualified in the Delivery Service Rate Reassignment section.

**\* DELIVERY SERVICE RATE REASSIGNMENT**

If a Customer receiving Delivery Service under Rate GDS-4 does not have an Average Daily Usage equal to or greater than 1,000 Therms per day in any monthly Billing Period during the prior 12 monthly Billing Periods ending February of each year, the Customer shall be reassigned to Rate GDS-3 as of the effective date of this tariff sheet and, each year thereafter, effective with gas usage occurring after the first meter read on or after August 1.

If a Customer receiving Delivery Service under Rate GDS-4 does not have an Average Daily Usage equal to or greater than 200 Therms per day in any monthly Billing Period during the prior 12 monthly Billing Periods ending February of each year, the Customer shall be reassigned to Rate GDS-2 as of the effective date of this tariff sheet and, each year thereafter, effective with gas usage occurring after the first meter read on or after August 1.

Once the Customer has been reassigned to Rate GDS-2 or GDS-3, the Customer will not be eligible to receive service under Rate GDS-4 for a minimum of 12 monthly billing periods following such reassignment.

**MONTHLY CHARGES****\* Customer Charge**

For Customers receiving gas supply under Rider S:

\$350.00 for each gas service account

For Customers receiving gas supply under Rider T:

\$350.00 for each gas service account where Average Daily Usage is from 1,000 to 10,000 Therms per day

\$450.00 for each gas service account where Average Daily Usage is greater than 10,000 Therms per day

**RATE GDS-4- LARGE GENERAL GAS DELIVERY SERVICE**

\* Distribution Delivery Charge

Customers receiving gas supply

under Rider S

Gas Main MAOP From Which Customer Is Served

13.250 cents per Therm

Less than or equal to 60 psig

12.350 cents per Therm

Greater than 60 psig

Customers receiving gas supply

under Rider T

Gas Main MAOP From Which Customer Is Served

9.350 cents per Therm

Less than or equal to 60 psig

8.350 cents per Therm

Greater than 60 psig

Gas Supply Charge

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

**MINIMUM BILL**

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

**TERMS OF PAYMENT**

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

**RATE GDS-4– LARGE GENERAL GAS DELIVERY SERVICE**

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\* **TERMS AND CONDITIONS**

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

**RATE GDS-5– SEASONAL GAS DELIVERY SERVICE**

**\* AVAILABILITY**

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

**MONTHLY CHARGES**

**\* Customer Charge**

A Customer shall be billed one of the following charges based upon the higher of (i) Customer’s maximum usage for any day occurring in the 12 consecutive billing periods ending with the current billing period or (ii) Customer’s Maximum Daily Contract Quantity (MDCQ) for the billing period, as set forth below.

<u>Customer’s MDCQ</u>	<u>Charge</u>
less than 3,250 Therms	\$350.00
greater than or equal to 3,250 Therms	\$450.00

**\* Distribution Delivery Charge**

6.500 cents per Therm for Customers receiving gas supply under Rider S  
 2.700 cents per Therm for Customers receiving gas supply under Rider T

**\* Demand Charge**

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

Customers receiving gas supply under Rider S	Gas Main MAOP From Which Customer Is Served
\$0.5500 per Therm of Adjusted Winter Demand	Less than or equal to 60 psig
\$0.4500 per Therm of Adjusted Winter Demand	Greater than 60 psig

**RATE GDS-5– SEASONAL GAS DELIVERY SERVICE**

Customers receiving gas supply  
under Rider T

Gas Main MAOP From Which  
Customer Is Served

\$0.4850 per Therm of Adjusted Winter Demand

Less than or equal to 60 psig

\$0.2200 per Therm of Adjusted Winter Demand

Greater than 60 psig

**\* Gas Supply Charge**

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

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

**\* MINIMUM BILL**

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

**TERMS OF PAYMENT**

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

**TERMS AND CONDITIONS**

**\* Definitions**

**Average Temperature**

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

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**RATE GDS-5– SEASONAL GAS DELIVERY SERVICE**

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**Winter Demand**

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

**Adjusted Winter Demand**

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

**Winter Delivery Allowance**

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

**\* Maximum Daily Contract Quantity (MDCQ)**

The Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, based on the Customer's highest daily demand recorded, or expected daily maximum demand, for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ shall be based on the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, if available, adjusted to a 30 day equivalent basis divided by 21.

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**RATE GDS-5– SEASONAL GAS DELIVERY SERVICE**

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Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect until revised pursuant to the following:

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

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

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

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

\* **General**

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

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

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

**RIDER S**

**SYSTEM GAS SERVICE**

**Applicable to Rates GDS-1, GDS-2, GDS-3, GDS-4 and GDS-5**

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**AVAILABILITY**

All Residential Customers receiving gas delivery service pursuant to Rate GDS-1 – Residential Gas Delivery Service shall receive system gas supply from the Company pursuant to this Rider S. Service under this Rider is also available to all Non-Residential Customers.

**PURPOSE**

The purpose of this Rider is to provide System Gas Service (Company supplied gas) to all Residential Customers and to Non-Residential Customers that does not wish to procure gas supply through a RGS.

**CHARGES**

A. Delivery Services Charges:

The monthly Customer Charge, Delivery Charges and Demand Charges (if applicable) of the applicable rate.

B. System Gas Charges:

- \* The metered quantity (Therms) of system gas delivered multiplied by the Gas Charge (GC) unless otherwise specified in the applicable Gas Delivery Service Rate. The charges associated with GC, CGC and NCGC are calculated pursuant to Rider PGA of this Schedule, as adjusted in accordance with the following provision:

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**RIDER S**  
**SYSTEM GAS SERVICE**  
**Applicable to Rates GDS-1, GDS-2, GDS-3, GDS-4, and GDS-5**

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An Uncollectible Factor shall be applied to the PGA cost components calculated pursuant to the provisions of Rider PGA. The Uncollectible Factor to be applied will be based on the Company's bad debt expense for each eligible Rate class as established by the Commission as part of a Gas Delivery Service rate case. The Adjustment Factors shall be revised after each subsequent Gas Delivery Service rate case. The amounts billed pursuant to the Uncollectible Factors shall not be included in the annual reconciliation of PGA charges. The Uncollectible Factors are as follows:

RATE	PGA Uncollectible Factor
GDS-1 - Residential Gas Delivery Service	0.01513
GDS-2 - Small General Gas Delivery Service	0.00201
GDS-3 - Intermediate General Gas Delivery Service	0.00039
GDS-4 - Large Gas Delivery Service	0.00146
GDS-5 - Seasonal Gas Delivery Service	0.00000

The Company must reflect the inclusion of the Uncollectible Factor in a monthly PGA report submission prior to it becoming effective for billing.

**TERMS AND CONDITIONS**

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

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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**AVAILABILITY**

Available to any Non-Residential Customer within Company's service area served under Rates GDS-2, GDS-3, GDS-4, GDS-5 or GDS-7 of this Schedule having contracted with Company for transportation service of Customer-Owned Gas.

**APPLICABILITY**

Customers receiving service under Rate GDS-2 or GDS-3 that elect to receive transportation service under this Rider shall have cashouts determined on a monthly basis (Monthly Balanced). Customers receiving service under Rate GDS-4 or GDS-7 that elect to receive transportation service under this Rider shall have cashouts determined on a daily basis (Daily Balanced). Customers receiving Service under Rate GDS-5 have the option of electing either daily or monthly balancing service.

**DEFINITIONS**

**Bank**

Bank means a mechanism wherein an Over Delivery (s) is held on behalf of Customer for Customer's later use.

\* **Business Day**

Business Day means Monday through Friday excluding the following holidays: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

**Chicago Citygate Price**

Chicago Citygate Price means the price published in the Platt's Gas Daily under the Citygates section for the "Midpoint for the Chicago Citygates", or in the absence of such publication, the price for a substantially similar point published in an alternate publication.

**Citygate**

Citygate means the point of interconnection between Company and Final Pipeline Transporter(s) where gas is delivered to Company by the Final Pipeline Transporter(s).

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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**Shipper**

Shipper means the party responsible for the transportation of Customer-Owned Gas to Company's Citygate on the Final Pipeline Transporter. Other terms for Shipper include Retail Gas Supplier, RGS, or Supplier.

**Under Delivery**

Under Delivery occurs when a Customer's usage is greater than Customer's Deliveries. An Under Delivery is determined on a daily or monthly basis.

**MAXIMUM DAILY CONTRACT QUANTITY**

- \* All Customers electing to receive transportation service under this Rider are required to have a Maximum Daily Contract Quantity (MDCQ). If the Delivery Service Rate under which a Customer receives service specifies the MDCQ parameters, those parameters shall be applicable to such Customers. If the Delivery Service Rate under which a Customer receives service does not specify MDCQ parameters, Customer's MDCQ shall be derived by the Company as follows.
  
- \* The Maximum Daily Contract Quantity (MDCQ) shall be the quantity, in Therms, agreed to by the Company and the Customer, based on the Customer's highest daily demand recorded, or expected daily maximum demand, for the Customer during the most recent 12 monthly Billing Periods by the daily demand measurement device installed on the Customer's Premises; provided, however, that until acceptable actual data are available from the daily demand measurement device, the Customer's MDCQ shall be based on the Customer's metered gas requirements in the billing period with the Customer's highest requirements during the most recent 12 monthly Billing Periods, if available, adjusted to a 30 day equivalent basis divided by 21.

Customer's MDCQ shall be stated in the written contract entered into between Company and Customer and shall remain in effect until revised pursuant to the following:

**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

**TRANSFER OF BANKED GAS**

Transfers will be allowed between daily balanced accounts or between monthly balanced accounts and will be effective the day the request is submitted. The transfers may be submitted on-line via the Unbundled Services Management System or via e-mail to End User Transportation. The e-mail message must include the account numbers and the volume of banked gas to be transferred. Transfers of banked gas will not be allowed between daily and monthly balanced accounts or between accounts on different pipelines. These bank transfer provisions apply to both individual and Group Manager accounts.

**DAILY BALANCED CUSTOMER CASHOUT**

- \* On non-critical days, the bank injection limit shall be any Over Deliveries up to 20% of DCN, provided that Customer's Bank does not exceed 10 times Customer's MDCQ and bank withdrawal limit shall be any Under Deliveries up to 20% of DCN, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customer's Bank shall be 20% of DCN. On Non-OFO and non-critical days, any Imbalance shall be cashed out pursuant to the following schedule based on Customer's daily DCN:

Positive Imbalance	Cashout
0 - 20%	Company pays Customer 100% of the Daily Chicago Citygate Price
> 20%	Company pays Customer 90% of the Daily Chicago Citygate Price
Negative Imbalance	Cashout
0 - 20%	Customer pays Company 100% of the Daily Chicago Citygate Price
> 20%	Customer pays Company 110% of the Daily Chicago Citygate Price

**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

**MONTHLY BALANCED CUSTOMER CASHOUT**

- \* Customer's Deliveries for the billing period shall be compared to Customer's Usage for the Billing Period. Deliveries in excess of Usage shall be added to Customer's Bank, provided that Customer's Bank shall not exceed 10 times Customer's MDCQ. Usage in excess of Deliveries shall be offset by reducing Customer's Bank, provided that Customer's Bank shall not be less than zero. During a Critical Day, the maximum amount to be withdrawn from Customers Bank shall be 50% of Customers MDCQ. At the conclusion of a Billing Period, any Positive or Negative Imbalance for the Billing Period not offset by additions or reductions to Customer's Bank shall be cashed out pursuant to the following schedule based on Customer's monthly deliveries:

Positive Imbalance	Cashout
0%-20%	Company pays Customer 100% of the Monthly Average Daily Chicago Citygate Price
> 20%	Company pays Customer 90% of the Monthly Average Daily Chicago Citygate Price
Negative Imbalance	Cashout
0%-20%	Customer pays Company 100% of the Monthly Average Daily Chicago Citygate Price
> 20%	Customer pays Company 110% of the Monthly Average Daily Chicago Citygate Price

**CASHOUT REVENUES**

All cashout revenues associated with charges or credits billed to Daily or Monthly Balanced Customers will be considered as gas cost recovery and will be used in the development of the Company's PGA charges.

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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**PENALTY CHARGES**

1. Operational Flow Orders (OFO) Balancing  
On any day when an Operational Flow Order (OFO) is in effect, should Customer's or Customer Group's daily usage exceed its Daily Confirmed Nomination (DCN), an OFO Balancing Cashout shall be applied to the variance. The OFO Balancing Cashout for the billing period will be as follows:

Variance	Cashout
0 - 20%	Customer pays Company 100% of the Daily Chicago Citygate Price
20% - 50%	Customer pays Company 150% of the Daily Chicago Citygate Price
Over 50%	Customer pays Company 200% of the Daily Chicago Citygate Price

- \* 2. Unauthorized Gas Use Charge  
Unauthorized Gas Use related to a Critical Day shall mean the use of system gas on a Critical Day and shall be determined on a daily basis. If during a declared Critical Day for Company's gas system or for a specific area of its gas system, a Customer or Customer Group shall use unauthorized system gas, the Company shall charge the Customer or Customer Group, and the Customer or Customer Group shall pay, \$6.00 per Therm for all unauthorized use in addition to the balancing charges set forth in the Critical Day Imbalance Charge section below .

Customers that use unauthorized system gas during a curtailment period shall be charged the Unauthorized Gas Use Charge indicated above.

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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4. **Penalty Charges from Interstate Pipelines**  
If, on any day other than a Critical Day, Customers' excess usage of Company supplied gas contributes to cause penalty charges from an interstate pipeline, the Company shall be reimbursed for the penalty charges incurred pursuant to the Penalty Charges from Interstate Pipelines section of the Customer Terms and Conditions.
5. **Usage Determination for Penalties**  
If a Customer's gas usage is measured by the Company on a daily basis, such usage shall be used to apply penalties under section 1, 2, 3 or 4 above. If a Customer's gas usage is not measured by the Company on a daily basis, for purposes of applying penalties under section 1, 2, 3 or 4 above, the Customer's daily usage shall be determined by prorating the total usage during the Billing Period over the number of days in the Billing Period.
6. **Penalty Charge Revenues**  
All Penalty Charge revenues billed to Customer or Customer Group under sections 1, 2, 3 or 4 above will be considered as gas cost recovery and will be used in the development of the Company's PGA charges only to the extent that such costs were originally included and recovered in the PGA.

**NOMINATIONS OF CUSTOMER-OWNED GAS**

Nominations for transportation of Customer-Owned Gas to Customer's Premises shall conform to Company's current form and must include Customer's name, city, nomination date, point of usage, Final Pipeline Transporter, Shipper, contract/account number with Final Pipeline Transporter, Therms per day, and day(s) of delivery. Customer may appoint a nominating agent, but Customer retains responsibility for Nominations as described herein. The Maximum Daily Nomination for a Monthly Balanced transportation Customer is two times Customers MDCQ.

**A. Nomination Deadlines**

- \* 1. **Month-Ahead**  
Prior to 11:30 a.m. CST on the second Business Day proceeding the first day of each calendar month, Customer desiring Company to transport Customer-Owned Gas shall notify Company of the Therms of Customer-Owned Gas desired by Customer to be transported to Customer's Premises by Company for each day during the next calendar month.

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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- \* 2. **Day-Ahead**  
Customer desiring a change of Nomination for transportation of Customer-Owned Gas shall notify Company by 11:30 a.m. CST of the preceding Business Day, subject to confirmation by the pipeline.
  
- \* 3. **Intra-Day**  
Customer desiring a change in Nomination for transportation of Customer-Owned Gas after the Day-Ahead deadline specified above shall notify Company by 4:00 P.M. CST of the preceding Business Day, subject to confirmation by the pipeline. Company may accept such change to Customer's Nomination if the Company determines in its sole discretion that such a change to Nomination will not adversely impact the operation of the Company's gas system or adversely impact Company's purchase and receipt of gas for other Rates or Riders. The Company will use its best effort to accept nominations for transportation of Customer-Owned Gas at all other times, subject to confirmation by the interstate pipeline.

**SYSTEM INTEGRITY PROTECTION**

**A. OFO or Critical Day Declaration**

The Company, at its own discretion, may monitor, limit, or curtail deliveries of gas to Customers having gas delivered pursuant to this Rider via the declaration of an OFO or Critical Day. There is no particular order associated with the declaration of an OFO and/or a Critical Day, and the Company reserves the right to utilize any of the options described to alleviate operational concerns.

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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**TERMS AND CONDITIONS**

- \* A Customer wishing to convert to or from Rider T service must notify the Company prior to July 1 in 2010 and April 1 each year thereafter to be effective August 1 as detailed in section 10.A. of the Customer Terms and Conditions tariff.

The Company shall reduce all Customer Owned Gas delivered to Company by the Unaccounted-for-Gas Factor (UGF). The UGF shall be determined by dividing the quantity of unaccounted for-gas by the sum of distribution throughput and unaccounted-for-gas, expressed as a decimal. The UGF shall be calculated annually, filed with the Commission on or before June 1 to be effective November 1 and shall utilize information for the 12-month period ending March 31. Notwithstanding the above, the UGF, to be effective on November 1, 2008, as a result of the Commission's Order in AmerenCIPS Docket No. 07-0589, will be calculated utilizing the 12-month period ending March 31, 2008, and will be filed with the Commission no later than two weeks after the Order in Docket No. 07-0589. For the month of October 2008, there will be no UGF.

Company reserves the right to limit the Deliveries of Customer-Owned Gas or usage at Customer's Premises when, at Company's sole discretion, Customer's Deliveries are excessive or deficient in relation to Customer's gas requirements and may adversely affect the operation of Company's gas system.

Company reserves the right to terminate Customer's service under this Transportation Service when, in Company's sole judgment, Customer has demonstrated a pattern of deviation between Deliveries and usage that could adversely impact the Company's ability to deliver gas to other Customers or could otherwise adversely impact the operation of Company's gas system.

The Customer shall be responsible for acquiring private supplies of gas and for delivery of those supplies to the Company's system. Delivery of the Customer's gas to the Company shall be at the Customer's expense. The Company reserves the right to deny service under this Rider if the following conditions are not met.

1. In the sole judgment of the Company, the Company's facilities shall be capable of receiving the Customer's gas without impairment to anticipated purchases or deliveries of any gas supplies by the Company.

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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2. The final pipeline transporter of such Customer-owned gas agrees to provide daily delivery data for such gas to the Company.

Company reserves the right to require usage of Customer-Owned Gas to be uniform over the day when a pipeline imposes a requirement on Company to accept Delivery of gas uniformly over the day. Company shall be entitled to bill and collect from Customer any penalties or fees charged by such pipeline attributable to such Customer's non-conformance with Company's direction to take Delivery uniformly over the day.

When service under this Rider is terminated, the cashout price for Customers Bank, if applicable, shall be the Chicago Citygate First of the Month price index as reported in "Inside FERC Gas Market Report" for the month following the end of Rider T service.

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

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**RIDER T – TRANSPORTATION SERVICE**  
**Applicable to Rate GDS-2, GDS-3, GDS-4, GDS-5 and GDS-7**

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**FOR FUTURE USE**

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**MISCELLANEOUS FEES AND CHARGES**

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**CHARGE FOR DISHONORED CHECKS**

A charge of \$15.00 will be assessed on any negotiable instrument returned by a bank, savings institution or other institution, which is returned by that institution for one or more of the following reasons:

- (1) Non sufficient funds (NSF)
- (2) Uncollectable funds
- (3) Account closed
- (4) Account frozen
- (5) Invalid account number or non-existent account

**SERVICE RECONNECTION CHARGE**

\* If a Customer's service is disconnected for a reason detailed in section 12.A., 12.C. or 12.E. of the Customer Terms and Conditions tariff, the Customer shall pay the applicable charge indicated below for the reconnection of gas service:

- (1) During regular working hours           \$15.00
- (2) Outside regular working hours       \$50.00
- \* (3) Physical service reconnection       \$400.00
- \* (4) Company will, once in each calendar year, waive the regular working hours reconnection charge incurred due to disconnection of gas service for failure of a Customer to establish credit, or to adjust their cash deposit, or for non-payment of a delinquent bill owed to Company for the same class of service furnished to Customer at the same or another location as provided by 83 Ill. Admin. Code Part 280.

When any Customer requests connection or reconnection of gas service be made outside regular working hours for service which has been discontinued for reasons other than those specified directly above or upon failure of a Customer to comply with the Company's rules or terms and conditions pertaining to Customer's service, a charge of \$50.00 will be made for such connection or reconnection.