### **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)

Ill.C.C. No. 16 - Gas 29th Revised Sheet No. 1 (Canceling 28th Revised Sheet No. 1, Effective November 24, 2021)

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Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas 27th Revised Sheet No. 1.5 (Canceling 25th Revised Sheet No. 1.5, Effective January 31, 2022)

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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.

Municipality	County	Municipality	County
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
Algonquin	McHenry	Binghampton(U)	Lee
Alsip	Cook	Bloomingdale	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	Braidwood	Will
Ashkum	lroquois	Bridgeview	Cook
Ashton	Lee	Bristol (U)	Kendall
Atlas (U)	Pike	Broadview	Cook
Aurora	Kane	Brookfield	Cook
Baileyville (U)	Ogle/Stephenson	Buckingham	Kankakee
Baker (U)	LaSaile	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	Cabery	Ford/Kankakee
Bellwood	Cook	Caledonia Township (U)	Boone
Belvidere	Boone	Calumet City	Cook
Bensenville	DuPage	Calumet Park	Cook
(U) Unincorporated	(Continu	ned 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 (\*)

Ill.C.C. No. 16 - Gas
5th 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	Darien	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	DuPage
Congerville	Woodford	Township (U)	_
Cooksville	McLean	Downs	McLean
Cornell	Livingston	Durand	Winnebago
Cortland	DeKalb	Dwight	Livingston
Country Club Hills	Cook	Earlville	LaSalle
Countryside	Cook	East Brooklyn	Grundy
Countryside Lake (U)	Lake	East Dubuque	JoDaviess
Crescent City	Iroquois	East Dundee	Kane

(U) Unincorporated

(Continued On Sheet No. 4)

Filed with the Illinois Commerce Commission on March 31, 2009 Issued pursuant to order of the Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363 Items in which there are changes are preceded by an asterisk (\*)

Effective April 3, 2009 Issued by - Gerald P. O'Connor Senior Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas
9th Revised Sheet No. 4
(Canceling 7th Revised Sheet No. 4, Effective February 8, 2018)

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

		ued From Sheet No. 3)	
Municipality	County	Municipality	County
*East Galena Township	Jo Daviess	Frankfort	Will
East Hannibal (U)	Pike	Franklin Grove	Lee
East Hazel Crest	Cook	Franklin Park	Cook
Echo Lake (U)	Lake	Freeport	Stephenson
El Dara	Pike	Fremont Township (U)	Lake
El Paso	Woodford	Galena	Jo Daviess
Ela Township (U)	Lake	Galt (U)	Whiteside
Elburn	Kane	Garden Prairie (U)	Boone
Eldena (U)	Jo Daviess	Gardner	Grundy
Elgin	Cook/Kane	Garfield (U)	LaSalle
Elizabeth	Jo Daviess	Geneseo	Henry
Elizabeth Township	Jo Daviess	Geneva	Kane
Elk Grove Village	Cook	Genoa	DeKalb
Elliott	Ford	German Valley	Stephenson
Ellsworth	McLean	Gibson City	Ford
Elmhurst	DuPage	Gifford	Champaign
Elmwood Park	Cook	Gilberts	Kane
Elvaston	Hancock	Gillum (U)	McLean
Elwood	Will	Gilman	Iroquois
Emerson (U)	Whiteside	Gladstone	Henderson
Emington	Livingston	Glen Ellyn	DuPage
Eola (U)	DuPage	Glendale Heights	DuPage
Esmond (U)	DeKalb	Glenview	Cook
Essex	Kankakee	Glenwood	Cook
Evanston	Cook	Godley	Grundy/Will
Evergreen Park	Cook	Golf	Cook
Fairbury	Livingston	Goodfield	Woodford
Fall Creek (U)	Adams	Grand Detour (U)	Ogle
Fairdale (U)	DeKalb	Grand Ridge	LaSalle
Farmer City	DeWitt	Grant Park	Kankakee
Ferris	Hancock	Grass Lake (U)	Lake
Fisher	Champaign	Grayslake	Lake
Flanagan	Livingston	Graymont (U)	Livingston
Flossmoor	Cook	Green Garden Township (U)	Will
Ford Heights	Cook	Greenwood	McLean
Forest Lake (U)	Lake	Gridley	McLean
Forest Park	Cook	* Guilford Township	Jo Daviess
Forest View	Cook	Gulf Port	Henderson
Forrest	Livingston	Gurnee	Lake
Forreston	Ogle	Guthrie (U)	Ford
Fowler (U)	Adams	Hainesville	Lake
Fox Lake	Lake	Hamilton	Hancock
Fox Lake Hills (U)	Lake	Hampshire	Kane
Fox River Grove	McHenry	Hanover	Jo Daviess
		Hanover Park	Cook/DuPage
(U) Unincorporated	(Conti	nued On Sheet No. 5)	

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Effective November 24, 2021 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas
9th Revised Sheet No. 5
(Canceling 7th Revised Sheet No. 5, Effective February 8, 2018)

### 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)	LaŜalle
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
Hometown	Cook	Lake Killarney (U)	McHenry
Homewood	Cook	Lake Villa	Lake
Hooppole	Henry	Lake Zurich	Lake
Hopkins Park	Kankakee	Lakemoor	McHenry
Hudson	McLean	Lakewood	McHenry
Hull	Pike	Lanark	Carroll
Huntley	McHenry	Lansing	Cook
Indian Head Park	Cook	LaSalle	LaSalle
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 December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas

5th 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

	(Contin	ued 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	Lak <b>e</b>	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
ong Lake (U)	Lake	Minonk	Woodford
ong Point	Livingston	Minooka	Grundy
oraine	Adams	Мокепа	Will
Lotus (U)	Champaign	Momence	Kankakee
Loves Park	Winnebago	Monee	Will
Ludlow	Champaign	Monroe Center	Ogle
Jyndon	Whiteside	Montgomery	Kane
ynwood	Cook	Mooseheart (U)	Kane
yons	Cook	Morris	Grundy
Machesney 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
Aarcelline (U)	Adams	Naperville	DuPage
//arengo	McHenry	Naplate	LaSalle
1arkham	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)

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Ill.C.C. No. 16 - Gas
9th Revised Sheet No. 7
(Canceling 7th Revised Sheet No. 7, Effective February 8, 2018)

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

(Continued From Sheet No. 6)			
Municipality	County	Municipality	County
New Milford	Winnebago	Payson	Adams
Newark	Kendall	Pearl City	Stephenson
Niles	Cook	Pecatonica	Winnebago
Niota (U)	Hancock	* Pembroke Township	Kankakee
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
Dakwood Hills	McHenry	Pontiac	Livingston
Odell	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	Quincy	Adams
Paloma (U)	Adams	Randolph Township (U)	McLean
Palos Heights	Cook	Rankin	Vermillion
Palos Hills	Cook	Ransom	LaSalle
Palos Park	Cook	Rantoul	Champaign
Papineau	Iroquois	Raritan	Henderson
Park Forest	Cook/Will	Reddick	Kankakee/Livingston
Park Ridge	Cook	Resthaven (U)	Will
Paw Paw	Lee	Richmond	McHenry
Paxton	Ford	Richton Park	Cook
		Ridgefield (U)	McHenry

(U) Unincorporated

(Continued On Sheet No. 8)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to Order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

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Ill.C.C. No. 16 - Gas 7th Revised Sheet No. 8 (Canceling 5th Revised Sheet No. 8, Effective April 3, 2009)

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

		(Continued From Sheet No. 7)	
<u>Municipality</u>	<u>County</u>	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
* Rockton	Winnebago	South Holland	Cook
Rolling Meadows	Cook	South Wilmington	Grundy
Romeoville	Will	Spring Grove	McHenry
Roscoe	Winnebago	Stavanger (U)	LaSalle
Roselle	DuPage	Steger	Cook/Will
Rosemont	Cook	Sterling	Whiteside
Round Grove (U)	Whiteside	Steward	Lee
Round Lake	Lake	Stickney	Cook
Round Lake Beach	Lake	Stickney Township (U)	Cook
Round Lake Heights	Lake	Stillman Valley	Ogle
Round Lake Park	Lake	Stockton	Jo Daviess
Rowe (U)	Livingston	Stone Park	Cook
Sag (U)	Cook	Strawn	Livingston
St. Anne	Kankakee	Streamwood	Cook
St. Charles	Kane	Streator	LaSalle/Livingston
St. George (U)	Kankakee	Stronghurst	Henderson
* Sammons Point	Kankakee	Sublette	Lee
Sandwich	De Kalb	Sugar Grove	Kane
Sauk Village	Cook	Summerhill (U)	Cook
Saunemin	Livingston	Summit	Cook
Saybrook	McLean	Sun River Terrace	Kankakee
Schaumburg	Cook	Sutter (U)	Hancock
Schiller Park	Cook	Sycamore	De Kalb
Secor	Woodford	Tampico	Whiteside
Seehorn (U)	Pike	Terre Haute (U)	Henderson
Seneca	LaSalle	Thawville	Iroquois
Serena (U)	LaSalle	Thomasboro	Champaign
Seward (U)	Kendall		
Seward Township (U)	Kendall		
Shabbona	De Kalb		

(U) Unincorporated

(Continued On Sheet No. 9)

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Ill.C.C. No. 16 - Gas 9th Revised Sheet No. 9 (Canceling 7th Revised Sheet No. 9, EffectiveFebruary 8, 2018)

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

(Continued From Sheet No. 8)

Municipality	County	Municipality	County
Thornton	Cook	Weston (U)	McLean
Timber Lake (U)	Lake	Wheatland Township (U)	Bureau/Clinton/Will
Timberlane	Boone	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
Venetian Village (U)	Lake	Yorkville	Kendall
Verona	Grundy		
Villa Park	Cook/DuPage		
Virgil	Kane		
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 Galena	Jo Daviess		
West Point	Hancock		
Westchester	Cook		
Western Springs	Cook		
Westmont	DuPage		
(U) Unincorporated	Č		

Filed with the Illinois Commerce Commission on October 3, 2019 Issued pursuant to order of the Illinois Commerce Commission entered October 2, 2019 in Docket No. 18-1775 Items in which there are changes are preceded by an asterisk (\*)

Effective October 8, 2019 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 10 (Canceling 14th Revised Sheet No. 10, Effective November 24, 2021)

### 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) <u>Monthly Customer Charge</u> \$19.48 per month.
- (b) <u>Distribution Charge</u>
  21.34¢ per therm for all therms supplied to the Customer in the month.
- (c) <u>Gas Supply Cost</u>
  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 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 preponderant requirement is for residential purposes.

### General.

Ill.C.C. No. 16 - Gas 15th Revised Sheet No. 11 (Canceling 13th Revised Sheet No. 11, Effective November 24, 2021)

## 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 and a one-half (1/2) inch water column pressure differential as follows:

# Meter Class \$ 38.25 per month A. (less than 700 cfh) \$ 133.00 per month B. (700 -10,000 cfh) \$ 270.00 per month C. (greater than 10,000 cfh)

(b)	Distribution Charge	Therms Supplied in the Month
	23.38¢ per therm	for the first 150
	10.66¢ per therm	for the next 4,850
	9.36¢ 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.

#### General.

Ill.C.C. No. 16 - Gas 12th Revised Sheet No. 11.5 (Canceling 10th Revised Sheet No. 11.5, Effective November 24, 2021)

### 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 1through 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 700,000 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 and a one-half (1/2) inch water column pressure differential as follows:

#### Meter Class

\$ 38.25 per month
 \$ 133.00 per month
 \$ 270.00 per month
 \$ C. (greater than 10,000 cfh)

### (b) <u>Distribution Charge</u> <u>Billing Months</u>

9.36¢ per therm

9.49¢ per therm

January through April

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.

#### General.

Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 12 (Canceling 14th Revised Sheet No. 12, Effective November 24, 2021)

### 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) <u>Monthly Customer Charge</u> \$4,070.00 per month.
  - (b) <u>Distribution Charge</u>
     5.86¢ per therm for all therms supplied to the Customer in the month.
  - (c) <u>Gas Supply Cost</u>
    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

### \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$7,100 plus the Gas Supply Cost as defined herein.

component as applicable in Rider 6, Gas Supply Cost for the billing period.

#### 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.

The contract will specify the Maximum Daily Contract Quantity. 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).

Customer shall 1) provide a telephone line conforming to the specifications of the Company's metering equipment and the daily usage recording device, or 2) have an existing metering location capable of receiving other uninterrupted wireless communication.

### General.

Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 13 (Canceling 14th Revised Sheet No. 13 Effective November 24, 2021)

### Rate 7 Large Volume Service

### Availability.

(b)

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

Demand Charge

325.00¢ per therm

10.80¢ per therm

\$6,575.00per month.

Therms of Peak Billing

Demand for the Month

for the first 10,000

for all over 10,000

(c) <u>Distribution Charge</u>

2.53¢ 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 \$20,300 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)

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 14
(Canceling 5th Revised Sheet No. 14,
Effective February 8, 2018)

### 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.

The contract shall specify the Maximum Daily Contract Quantity. 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).

Customer shall 1) provide a telephone line conforming to the specifications of the Company's metering equipment and the daily usage recording device, or 2) have an existing metering location capable of receiving other uninterrupted wireless communications.

#### General.

III.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

III.C.C. No. 16 – Gas
3rd Revised Sheet No. 16
(Canceling Ist Revised Sheet No. 16,
Effective April 11, 1996)

Rate 11
<b>Energy Service</b>

\*CANCELED

### 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.

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)

III.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

Ill.C.C. No. 16 - Gas

3rd Revised Sheet No. 17.52
(Canceling 2nd Revised Sheet No. 17.52,
Effective November 22, 2005)

## 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 therms, the Shipper may transport each day under this rate, subject to the prior approval of the Company.

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

"Storage Loss Gas Adjustment" shall refer to the quantity of Shipper's gas retained by the Company at the time of storage injection. Beginning on September 1, 2010, deliveries for storage injections shall be reduced by the storage loss gas percentage determined annually for the most recent 12 months ended June 30 to be effective the following September 1.

#### 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)

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 17.53
(Canceling 6th Revised Sheet No. 17.53, Effective January 31, 2019)

## 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) 47.215¢ per therm of MDCQ for the monthly prepayment charge and 1.553¢ 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)  $3.105\phi$  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)

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 17.53.1
(Canceling 4th Revised Sheet No. 17.53.1, Effective January 31, 2019)

## 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) 39.267¢ per therm of MDCQ for the monthly prepayment charge and 1.291¢ 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) 2.582¢ 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)

Ill.C.C. No. 16 - Gas

3rd Revised Sheet No. 17.54
(Canceling 2nd Revised Sheet No. 17.54, Effective November 22, 2005)

## 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.

Beginning on September 1, 2010, the storage loss gas adjustment shall be applied to all deliveries for storage injections and storage imbalances; however, it shall not be applied to negative storage imbalances on OFO Cap Days.

(Continued On Sheet No. 17.55)

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.

Ill.C.C. No. 16 - Gas 12th Revised Sheet No. 18 (Canceling 11th Revised Sheet No. 18, Effective October 8, 2019)

## 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 or from a Renewable Gas Service Interconnect 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 or where the Customer has contracted for purchases from a Renewable Gas Producer to a Renewable Gas Service Interconnect, which interconnection or Renewable Gas Service Interconnect, 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, or if applicable Renewable Gas Producer, 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 1) Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible, or 2) Customer's existing metering location is capable of receiving daily uninterrupted wireless communication. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the Company's 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

\$56.00 per month for an individual account. Group accounts will be charged \$7.00 per month per account with a minimum group charge of \$63.00.

### (b) Recording Device Charge

\$16.00 per month for each account for all meter types until an Advanced Metering Infrastructure device is installed on the Customer's meter.

(Continued On Sheet No. 19)

Ill.C.C. No. 16 - Gas

19th Revised Sheet No. 19
(Canceling 17th Revised Sheet No. 19, Effective April 25, 2022)

## Rate 74 General Transportation Service

(Continued From Sheet No. 18)

### \* (c) <u>Monthly Customer Charge</u>

The monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery and one-half (1/2) inch water column pressure differential as follows:

### Meter Class

\$ 38.25 per month	A. (less than 700 cfh)
\$ 133.00 per month	B. (700 - 10,000 cfh)
\$ 270.00 per month	C. (greater than 10,000 cfh)

### Therms Supplied

			Therms Supplied
*	(d)	Distribution Charge	in the Month
		19.75¢ per therm	for the first 150
		7.03 ¢ per therm	for the next 4,850
		5.73¢ per therm	for all over 5,000

### \* (e) Storage Banking Service (SBS) Charge

0.94¢ 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

Prior to May 1, 2023, 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).

As of May 1, 2023, Firm Backup Service is no longer offered.

#### (g) Excess Storage Charge

Prior to May 1, 2023, the Excess Storage Charge shall be 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.

As of May 1, 2023, the Excess Storage Charge will be eliminated.

(Continued On Sheet No. 20)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to Order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Effective December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 20
(Canceling 6th Revised Sheet No. 20, Effective May 28, 2021)

## Rate 74 General Transportation Service

(Continued From Sheet No. 19)

### \* (h) Requested Authorized Use Charge

Prior to May 1, 2023, 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.

As of May 1, 2023, Requested Authorized Use will no longer be available.

### (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.

### (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.

### (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

Prior to May 1, 2023, 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

As of May 1, 2023, OFO Non-Performance Charges will no longer be applicable.

### \* (m) Daily and Monthly <u>Cash-Out Charges</u>

As of May 1, 2023, Customers will be subject to Daily and Monthly Cash-Out Charges as defined in the Terms and Conditions. Revenues arising through the application of the Daily and Monthly Cash-Out charges will be credited to Rider 6, Gas Supply Cost.

### \* Storage.

Prior to May 1, 2023, 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)

Ill.C.C. No. 16 - Gas 13th Revised Sheet No. 21 (Canceling 12th Revised Sheet No. 21, Effective November 24, 2021)

## Rate 74 General Transportation Service

(Continued From Sheet No. 20)

### \* Storage (Continued).

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 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.

As of May 1, 2023, 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 Customer may place into storage amounts up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions. The volume of gas injected by the Customer will be held in storage by the Company and available for the Customer's use. On the calendar day before each gas day, the Company will provide each Customer the Daily Storage Activity Parameters for the next gas day. This information will be made available for Customers to access electronically.

On a Critical Day, withdrawal of gas from storage shall be limited to 0.017 times the Storage Banking Service capacity.

On any day, other than a Critical 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, storage held in the Customer's account will be withdrawn in an amount up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions.

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 therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity, if applicable.

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. 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 premises.

### 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, Unauthorized Use, Daily Storage Parameters, and Monthly Storage Parameters.

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 21.3
(Canceling 4th Revised Sheet No. 21.3, Effective May 28, 2021)

### 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 or from a Renewable Gas Service Interconnect 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, or where the Customer has contracted for purchases from a Renewable Gas Producer to a Renewable Gas Service Interconnect, which interconnection, or Renewable Gas Service Interconnect 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, or if applicable Renewable Gas Producer, 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 1) Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible, or 2) Customer's existing metering location is capable of receiving daily uninterrupted wireless communications. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the Company's 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 winter 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. If a Customer's winter period usage falls between 5%-6% of total annual usage, they may remain on Rate 75 and be re-evaluated the following year. If the Customer's winter period usage falls between 5%-6% for two consecutive years, they will be placed on Rate 74 or Rate 4 as described below. 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 700,000 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 July 9, 2021

Issued pursuant to Order of the Illinois Commerce Commission entered July 8, 2021 in Docket No. 20-0722 Items in which there are changes are preceded by an asterisk (\*)

Effective July 15, 2021 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 21.4 (Canceling 14th Revised Sheet No. 21.4, Effective April 25, 2022)

## Rate 75 Seasonal Use Transportation Service

(Continued From Sheet No. 21.3)

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

### (a) Administrative Charge

\$56.00 per month for an individual account. Group accounts will be charged \$7.00 per month per account with a minimum group charge of \$63.00.

### (b) Recording Device Charge

\$16.00 per month for each account for all meter types until an Advanced Metering Infrastructure device is installed on the Customer's meter.

### \* (c) <u>Monthly Customer Charge</u>

The monthly Customer Charge shall be based on meter class capacity in cubic feet per hour (cfh) at low pressure delivery and one-half (1/2) inch water column pressure differential as follows:

### Meter Class

\$ 38.25 per month	A. (less than 700 cfh)
\$ 133.00 per month	B. (700 - 10,000 cfh)
\$ 270.00 per month	C. (greater than 10,000 cfh)

Therms Supplied

### \* (d) <u>Distribution Charge</u>

in Months

5.73¢ per therm	therm December through Mar	
0.15¢ per therm	April through November	

### \* (e) Storage Banking Service (SBS) Charge

0.94¢ 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

Prior to May 1, 2023, 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).

As of May 1, 2023, Firm Backup Service is no longer offered.

(Continued On Sheet No. 21.5)

Ill.C.C. No. 16 - Gas 3rd Revised Sheet No 21.5 (Canceling 2nd Revised Sheet No. 21.5, Effective May 28, 2021)

## Rate 75 Seasonal Use Transportation Service

(Continued From Sheet No. 21.4)

### \* (g) Excess Storage Charge

Prior to May 1, 2023, the Excess Storage Charge shall be 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.

As of May 1, 2023, the Excess Storage Charge will be eliminated.

### \* (h) Requested Authorized Use Charge

Prior to May 1, 2023, 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.

As of May 1, 2023, Requested Authorized Use will no longer be available.

### (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) <u>Unauthorized Use Charge</u>

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.

### \* (1) Operational Flow Order (OFO) Non-Performance Charge

Prior to May 1, 2023, 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

As of May 1, 2023, OFO Non-Performance Charges will no longer be applicable.

### \* (m) Daily and Monthly Cash-Out Charges

As of May 1, 2023, Customers will be subject to Daily and Monthly Cash-Out Charges as defined in the Terms and Conditions. Revenues arising through the application of the Daily and Monthly Cash-Out charges will be credited to Rider 6, Gas Supply Cost.

(Continued On Sheet No. 21.6)

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 21.6
(Canceling 6th Revised Sheet No. 21.6, Effective May 28, 2021)

### Rate 75 Seasonal Use Transportation Service

(Continued From Sheet No. 21.5)

### \* Storage.

Prior to May 1, 2023, 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 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.

As of May 1, 2023, Customers have the following storage options. Customers will default to Option 1 unless the Customer elects Option 2.

**Option 1** – Customer selects at least 1 day of Storage Banking Service capacity.

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 Customer may place into storage amounts up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions. The volume of gas injected by the Customer will be held in storage by the Company and available for the Customer's use. On the calendar day before each gas day, the Company will provide each Customer the Daily Storage Activity Parameters for the next gas day. This information will be made available for Customers to access electronically.

On a Critical Day, withdrawal of gas from storage shall be limited to 0.017 times the Storage Banking Service capacity.

On any day, other than a Critical 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, storage held in the Customer's account will be withdrawn in an amount up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions.

Option 2 – Customer assigned 0 (zero) days of Storage Banking Service capacity.

Under Option 2, the Customer is not subject to the Daily and Monthly Storage Parameters since the customer is assigned 0 (zero) days of Storage Banking Service capacity. The Customer is required to nominate gas supply to cover their daily usage. The variance between the gas supply nomination and usage will be cashed out on a daily basis.\_The variance, up to +/- 5% of usage, will be cashed out at the daily index price for deliveries to the Chicago city-gate as published by Gas Daily for the applicable day, and a rate equal to the SBS Charge will also be charged per therm for the variance. The remaining variance will be cashed out as follows:

(Continued On Sheet No. 21.7)

III.C.C. No. 16 - Gas 1st Revised Sheet No. 21.7 (Canceling Original Sheet No. 21.7, Effective May 28, 2021

### Rate 75 Seasonal Use Transportation Service

(Continued From Sheet No. 21.6)

### Storage (continued).

		Cash-Out Prices (per therm)	
	Variance from Usage	Company Buys from Customer/Supplier at	Company Sells to Customer/Supplier at
Tier 1	-7.5% to <-5%, and >5% to 7.5%	(85% of the lower of: monthly GC or index price) less SBS	(115% of the higher of: monthly GC or daily index price) plus SBS
Tier 2 <sub>a</sub>	-10% to <-7.5%, and >+7.5% to +10%	(60% of the lower of: monthly GC or index price) less SBS	(140% of the higher of: monthly GC or daily index price) plus SBS
Tier 3 <sub>a</sub>	<-10% and >+10%	(the lower of: monthly GC minus \$6, or index price minus \$6) less SBS	(the higher of: monthly GC plus \$6, or index price plus \$6) plus SBS

a - If the Company is buying the gas from the Customer/Supplier and the Tier 2 price is lower than the Tier 3 price, Tier 3 volumes will be cashed out at the Tier 2 price. And if the Company is selling gas to the Customer/Supplier and the Tier 2 price is higher than the Tier 3 price, Tier 3 volumes will be cashed out at the Tier 2 price.

Daily cash-out prices will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the daily index price for deliveries to the Chicago city-gates as published by Gas Daily for the applicable day.

If Customers choosing this option are served as a member of a group, all Customers in the group must take service under Option 2.

\* Customers choosing Option 2 must elect this service by March 1 each year, beginning in 2023.

See Terms and Conditions for Order of Deliveries.

(Continued On Sheet No. 21.8)

III.C.C. No. 16 - Gas 1<sup>st</sup> Revised Sheet No.21.8 (Canceling Original Sheet No. 21.8, Effective May 28, 2021)

### Rate 75 Seasonal Use Transportation Service

\*(Continued From Sheet No. 21.7)

#### \* 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, if applicable.

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. 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 premises.

#### 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, Unauthorized Use, Daily Storage Parameters, and Monthly Storage Parameters.

Ill.C.C. No. 16 - Gas 20th Revised Sheet No. 22 (Canceling 18th Revised Sheet No. 22, Effective November 24, 2021)

#### 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 or from a Renewable Gas Service Interconnect 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, or where the Customer has contracted for purchases from a Renewable Gas Producer to a Renewable Gas Service Interconnect, which interconnection, or Renewable Gas Service Interconnect, 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, or if applicable Renewable Gas Producer, 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 1) Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible, or 2) Customer's existing metering location is capable of receiving daily uninterrupted wireless communication. The telephone line must terminate with an approved demarcation box. The Customer's telephone service must conform to the specifications of the Company's 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) <u>Customer Charge</u> \$4,070.00 per month.
- (b) <u>Distribution Charge</u>
   4.09¢ per therm for all therms delivered to the Customer during the billing period.
- (c) <u>Storage Banking Service (SBS) Charge</u> 0.94¢ 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)

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 23
(Canceling 6th Revised Sheet No. 23, Effective May 28, 2021)

### Rate 76 Large General Transportation Service

(Continued From Sheet No. 22)

#### \* (d) <u>Firm Backup Service (FBS) Charge</u>

Prior to May 1, 2023, 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).

As of May 1, 2023, Firm Backup Service is no longer offered.

#### \* (e) <u>Excess Storage Charge</u>

Prior to May 1, 2023, the Excess Storage Charge shall be 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. As of May 1, 2023, the Excess Storage Charge will be eliminated.

#### \* (f) Requested Authorized Use Charge

Prior to May 1, 2023, 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.

As of May 1, 2023, Requested Authorized Use will no longer be available.

#### (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) <u>Transportation Service Adjustment</u>

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

Prior to May 1, 2023, 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)

Ill.C.C. No. 16 - Gas 18th Revised Sheet No. 24 (Canceling 16th Revised Sheet No. 24, Effective April 25, 2022)

#### Rate 76 Large General Transportation Service

(Continued From Sheet No. 23)

(k) Operational Flow Order (OFO) Non-Performance Charge (Continued). high price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

As of May 1, 2023, OFO Non-Performance Charges will no longer be applicable.

(1) Daily and Monthly <u>Cash-Out Charges</u> As of May 1, 2023, Customers will be subject to Daily and Monthly Cash-Out Charges as defined in the Terms and Conditions. Revenues arising through the application of the Daily and Monthly Cash-Out charges will be credited to Rider 6, Gas Supply Cost.

#### \* Minimum Monthly Charge.

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

#### Storage.

Prior to May 1, 2023, 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 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.

As of May 1, 2023, 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 Customer may place into storage amounts up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions. The volume of gas injected by the Customer will be held in storage by the Company and available for the Customer's use. On the calendar day before each gas day, the Company will provide each Customer the Daily Storage Activity Parameters for the next gas day. This information will be made available for Customers to access electronically.

(Continued on Sheet No. 24.5)

Ill.C.C. No. 16 - Gas
7th Revised Sheet No. 24.5
(Canceling 6th Revised Sheet No. 24.5, Effective May 28, 2021)

## Rate 76 Large General Transportation Service

(Continued From Sheet No. 24)

#### Storage (Continued).

On a Critical Day, withdrawal of gas from storage shall be limited to 0.017 times the Storage Banking Service capacity.

On any day, other than a Critical 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, storage held in the Customer's account will be withdrawn in an amount up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions.

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 therms, the Maximum Daily Contract Quantity, the Storage Banking Service capacity and the Firm Backup Service quantity, if applicable.

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. 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 premises.

#### 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, Unauthorized Use, Daily Storage Parameters, and Monthly Storage Parameters.

Ill.C.C. No. 16 - Gas 19th Revised Sheet No. 25 (Canceling 17th Revised Sheet No. 25, Effective November 24, 2021)

### 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 or from a Renewable Gas Service Interconnect 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, or where the Customer has contracted for purchases from a Renewable Gas Producer to a Renewable Gas Service Interconnect, which interconnection or Renewable Gas Service Interconnect, 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, or if applicable Renewable Gas Producer, 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 1) Customer provides a telephone line to within six (6) feet of the meter, which telephone line shall be directly accessible, or 2) Customer's existing location is capable of receiving daily uninterrupted wireless communication. 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) <u>Customer Charge</u> \$6,575.00 per month.

Therms of Peak Billing
(b) Demand Charge Demand for the Month
325.00¢ per therm for the first 10,000
10.80¢ per therm for all over 10,000

(c) Distribution Charge

1.05¢ for all therms delivered to the Customer during the billing period.

(Continued On Sheet No. 26)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas 19th Revised Sheet No. 26 (Canceling 17th Revised Sheet No. 26, Effective April 25, 2022)

### Rate 77 Large Volume Transportation Service

(Continued From Sheet No. 25)

#### \* (d) Storage Banking Service (SBS) Charge

0.94¢ 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

Prior to May 1, 2023, 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).

As of May 1, 2023, Firm Backup Service is no longer offered.

#### (f) Excess Storage Charge

Prior to May 1, 2023, the Excess Storage Charge shall be 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.

As of May 1, 2023, the Excess Storage Charge will be eliminated.

#### (g) Requested Authorized Use Charge

Prior to May 1, 2023, 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.

As of May 1, 2023, Requested Authorized Use will no longer be available.

#### (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)

Ill.C.C. No. 16 - Gas 18th Revised Sheet No. 27 (Canceling 16th Revised Sheet No. 27, Effective April 25, 2022)

### Rate 77 Large Volume Transportation Service

(Continued From Sheet No. 26)

#### (j) <u>Transportation Service Adjustment</u>

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

Prior to May 1, 2023, 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

As of May 1, 2023, OFO Non-Performance Charges will no longer be applicable.

#### (l) Daily and Monthly <u>Cash-Out Charges</u>

As of May 1, 2023, Customers will be subject to Daily and Monthly Cash-Out Charges as defined in the Terms and Conditions. Revenues arising through the application of the Daily and Monthly Cash-Out charges will be credited to Rider 6, Gas Supply Cost.

#### \* Minimum Monthly Charge.

The minimum monthly bill shall be the sum of \$24,000 plus (d) through (k).

#### Storage.

Prior to May 1, 2023, 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 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.

As of May 1, 2023, 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 Customer may place into storage amounts up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions. The volume of gas injected by the Customer will be held in storage by the Company and available for the Customer's use. On the calendar day before each gas day, the Company will provide each Customer the Daily Storage Activity Parameters for the next gas day. This information will be made available for Customers to access electronically.

(Continued On Sheet No. 28)

Ill.C.C. No. 16 - Gas 12th Revised Sheet No. 28 (Canceling 11th Revised Sheet No. 28, Effective May 28, 2021)

### Rate 77 Large Volume Transportation Service

(Continued From Sheet No. 27)

#### Storage (continued).

On a Critical Day, withdrawal of gas from storage shall be limited to 0.017 times the Storage Banking Service capacity.

On any day, other than a Critical 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, storage held in the Customer's account will be withdrawn in an amount up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions.

See Terms and Conditions for Order of Deliveries.

#### **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, if applicable.

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. 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 premises.

#### 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, Unauthorized Use, Daily Storage Parameters, and Monthly Storage Parameters.

Ill.C.C. No. 16 – Gas

5th Revised Sheet No. 29

(Canceling 4th Revised Sheet No. 29, Effective November 22, 2005)

### Rate 81 General Renewable Gas Interconnection Service Pilot

#### \*Description.

This tariff is designed to encourage the development and operation of Renewable Gas Production ("RGP") facilities in the Nicor Gas service territory through the provision of an interconnection service between an RGP facility and existing Nicor Gas transmission or distribution facilities.

#### \* Availability/Eligibility.

This interconnection service is available on a first come, first served basis to any party who enters into a Renewable Gas Interconnection Service Agreement with the Company for an interconnection to deliver Renewable Gas to the Company's system. In order to be eligible to receive service under this tariff, the following criterion must be met:

- 1) The RGP Production Facility is located in the Company's service territory where the physical components of Renewable Gas produced from the facility is sold to a third party, for resale to a Nicor Gas customer(s).
- 2) The Renewable Gas must meet the Company's Renewable Gas Quality criteria.
- 3) The Renewable Gas Producer will enter into a Renewable Gas Interconnection Service Agreement that includes, among other things, operational requirements, gas quality and pressure requirements, a Facilities Fee, and a level of Environmental Attribute Offtake equivalent to the RGP Production Facility Interconnection Allowance.
- 4) The Company shall ultimately receive an RGP Production Facility's Renewable Gas from the point of interconnection and deliver to a customer(s) of the Company. The Renewable Gas Service Interconnect shall be established as a receipt point for nominations.
- 5) The Renewable Gas Producer shall provide the Company with data needed to comply with the program implementation and reporting requirements associated with Rate 81.

Nicor Gas' investment toward this Renewable Gas Interconnection Service is limited to, in aggregate, up to \$16 million, with each qualifying RGP Production Facility project limited to an RGP Production Facility Interconnection Allowance of no more than \$3.2 million in capital investment from Nicor Gas. Such capital investment must be dedicated solely to those facilities necessary to interconnect the RGP facility to existing Nicor Gas facilities.

The provisions of this tariff shall be applicable only to those Renewable Gas Producers who execute a Renewable Gas Interconnection Service Agreement within two years from the effective date of this tariff, and subject to the requirements above.

#### \* Definitions.

In addition to the Definitions contained in the Company's Tariff, the following Definitions shall apply to the Company's General Renewable Gas Service:

(a) Renewable Gas Producer: A Person or entity who owns an RGP production facility or acts on behalf of a Person or entity who owns an RGP production facility, and who signs a Renewable Gas Interconnection Service Agreement with the Company.

(Continued On Sheet No. 30)

Ill.C.C. No. 16 – Gas
5th Revised Sheet No. 30
(Canceling 4th Revised Sheet No. 30, Effective November 22, 2005)

### Rate 81 General Renewable Gas Interconnection Service Pilot

(Continued From Sheet No. 29)

- (b) Facilities Fee: A fee established for an eligible Renewable Gas Producer that shall recover the cost of service associated with the facilities required to interconnect an RGP facility to an existing Nicor Gas facility. The Facilities Fee is unique to each RGP facility and shall be computed using the actual cost of required facilities, such as, but not limited to, pipeline labor and material, regulator station labor, materials, and equipment, and labor and material costs associated with metering, measurement, system control and data acquisition equipment, valves, and any other facilities required to make the service available. The Company will apply the rate of return and depreciation rates authorized in its most recent general rate case or as otherwise established by the Illinois Commerce Commission. Additionally, the Facilities Fee shall include the operating and maintenance expense related to the facilities as well as the estimated program administrative costs. The Facilities Fee shall be included in the Renewable Gas Interconnection Service Agreement.
- (c) RGP Production Facility Interconnection Allowance: Under this tariff, the Company will invest up to \$3.2 million per RGP facility, in capital costs necessary to interconnect the RGP facility to Nicor Gas' facilities and, thereby, reduce the Facilities Fee as result of that investment.
- (d) Renewable Gas: Gas produced from a landfill, digester, or other renewable source of gas production within the Company's service territory with the physical gas delivered to a customer within the Company's service territory; provided that all Renewable Gas shall meet or exceed the Company's Renewable Gas Quality.
- (e) Renewable Gas Quality: Renewable Gas Quality shall meet or exceed the Company's standards.
- (f) Renewable Gas Interconnection Service Agreement: The contract under which the rates, terms, and conditions of service, and obligations of Nicor Gas and the Renewable Gas Producer will be specified related to the provision of Renewable Gas Interconnection Service under this Pilot tariff. Contracts entered into hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Such contracts shall be treated as confidential and proprietary.
- (g) Environmental Attributes: A bundle of "non-energy" attributes of the RNG, including all avoided emissions, environmental benefits, and other aspects associated with the production, combustion, use and transport of the RNG when compared to geologic natural gas.
- (h) Environmental Attribute Offtake: Commensurate with the RGP Production Facility Interconnection Allowance, the Renewable Gas Supplier will supply to the Company, on an annual basis, a negotiated and contracted amount of Environmental Attributes from the Renewable Gas Supplier. Additionally, the Company will receive first right of refusal of any Environmental Attributes in excess of the negotiated amount at each opportunity.

(Continued On Sheet No. 31)

Filed with the Illinois Commerce Commission on July 9, 2021 Issued pursuant to Order of the Illinois Commerce Commission entered July 8, 2021 in Docket No. 20-0722 Items in which there are changes are preceded by an asterisk (\*) Effective July 15, 2021 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas 6th Revised Sheet No. 31 (Canceling 5th Revised Sheet No. 31, Effective November 22, 2005)

### Rate 81 General Renewable Gas Interconnection Service Pilot

(Continued From Sheet No. 30)

#### \* Charges.

Charges shall be the sum of a Monthly charge of one twelfth (1/12<sup>th</sup>) of the annual Facilities Fee, as defined in Subpart (b) of the Definitions Section of this Tariff, plus applicable taxes, during the term of the Renewable Gas Service Agreement.

#### \* Billing.

The Company shall issue a bill to the Renewable Gas Supplier monthly, which shall be due and payable upon receipt, in compliance with Nicor Gas' general terms and conditions.

#### \* General Terms and Conditions.

- (a) Service is subject to all applicable laws and orders, and to the Company's Tariff.
- (b) All service under this Schedule shall require the execution of a Renewable Gas Service Agreement by the Renewable Gas Supplier and the Company. Agreements entered hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Such contracts shall be treated on a proprietary basis.
- (c) A deposit may be required to be paid by a Renewable Gas Supplier at the time the Renewable Gas Service Agreement is executed equal to the total estimated charges for the first two (2) full months of Renewable Gas Service. The terms of the deposit arrangements shall be included in the Renewable Gas Service Agreement. Additionally, the Company at the Company's discretion may require a Renewable Gas Service Agreement to include an obligation that a Renewable Gas Supplier provide adequate assurance of payment to the Company in the form of a letter of credit, cash deposit, or parental guaranty, all in an amount, form, and by an issuer acceptable to the Company.

#### \* 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 that are listed as applicable to this rate.

Ill.C.C. No. 16 – Gas 6th Revised Sheet No. 32 (Canceling 5th Revised Sheet No. 32, Effective November 22, 2005)

### Rate 82 \* General Renewable Gas Interconnection Service

#### \* Description.

This tariff is designed to encourage the development and operation of Renewable Gas Production ("RGP") facilities through the provision of an interconnection service between a RGP facility and existing Nicor Gas transmission or distribution facilities.

#### \* Availability/Eligibility.

This interconnection service is available to any party who enters into a Renewable Gas Interconnection Service Agreement with the Company for an interconnection to deliver Renewable Gas to the Company's system. In order to be eligible to receive service under this tariff, the following criterion must be met:

- 1) The RGP facility delivers Renewable Gas into the Nicor Gas transmission or distribution facilities where the physical components of Renewable Gas produced from the facility is sold to a third party, for resale to a Nicor Gas customer(s).
- 2) The Renewable Gas must meet or exceed the Company's Renewable Gas Quality criteria.
- 3) The Renewable Gas Producer will enter into a Renewable Gas Interconnection Service Agreement that includes, among other things, operational requirements, and gas quality and pressure requirements.
- 4) The Company shall ultimately receive a RGP Facility's physical components of Renewable Gas from the point of interconnection and deliver to a customer(s) of the Company. The Renewable Gas Service Interconnect shall be established as a receipt point for nominations.

The provisions of this tariff shall be applicable only to those Renewable Gas Producers who execute a Renewable Gas Interconnection Service Agreement.

#### \* Definitions.

In addition to the Definitions contained in the Company's Tariff, the following Definitions shall apply to the Company's General Renewable Gas Service:

- (a) Renewable Gas Producer: A Person or entity who owns a RGP facility or acts on behalf of a Person or entity who owns an RGP facility, and who signs a Renewable Gas Interconnection Service Agreement with the Company.
- (b) Renewable Gas: Gas produced from a landfill, digester, or other renewable source of gas production with the physical gas delivered to a customer within the Company's service territory; provided that all Renewable Gas shall meet or exceed the Company's Renewable Gas Quality.
- (c) Renewable Gas Quality: Renewable Gas Quality shall meet or exceed the Company's standards.
- (d) Renewable Gas Interconnection Service Agreement: The contract under which the terms, and conditions of service, and obligations of Nicor Gas and the Renewable Gas Producer will be specified related to the provision of Renewable Gas Interconnection Service under this tariff. Such contracts shall be treated as confidential and proprietary.

\*(Continued On Sheet No. 32.1)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023

Issued by – Rachelle Whitacre

Director

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

Post Office Box 190

Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas

1<sup>st</sup> revised Sheet No. 32.1,
(Canceling Original Sheet No. 32.1, Effective September 4,2023)

### Rate 82 General Renewable Gas Interconnection Service

(Continued From Sheet No. 32)

#### \* Charges.

The Company shall not be required, at its own expense, to install any facilities of any kind to serve the Renewable Gas Producer. In the event that any new or altered facilities are required to serve the Renewable Gas Producer, such cost shall be recovered in the Renewable Gas Interconnection Service Agreement and the Renewable Gas Producer shall pay all cost of additional facilities required by the Company, in the Company's sole discretion, to maintain safe and reliable service, including without limitation, distribution, regulating, and metering facilities.

The ongoing charges shall be the sum of a Monthly Customer Charge, Transportation Charge, and any applicable imbalance charges or credits detailed in the Monthly Imbalance section below. The Monthly Customer Charge and Transportation Charge are based on the Rate 76 Monthly Customer Charge and the Operating & Maintenance costs associated with Rate 76 customers per Docket No. 23-0066. These charges will also be updated in each subsequent rate case. The minimum monthly bill shall be the amount of the Monthly Customer Charge, plus applicable taxes.

#### Monthly Customer Charge

\$4,070 per month.

#### **Transportation Charge**

\$0.02 per therm for all therms transported during the billing period.

#### Other Charges

Service under this Rate will be exempt from charges under various cost recovery riders unless specifically provided for in Rate 82.

#### Monthly Imbalance.

Monthly imbalances shall be eliminated each month by "cashing out" the imbalance as it is known at that time. If the Renewable Gas Producer delivers less Renewable Gas than the scheduled quantity for a given month, the Renewable Gas Producer will pay the Company the cash-out amount which shall be calculated by multiplying the monthly imbalance volume and the applicable price(s): If the imbalance is less than or equal to 1,000 MMBtu, the imbalance is cashed-out at the average daily index cost of gas for the month. Imbalance volumes greater than 1,000 Dth are cashed out as follows:

Remaining Imbalance (>1,000 MMBtu), as % of	
Scheduled Quantities	Price
0% ≤ 2%	Average Daily Index Cost of Gas for the Month times 1.00
>2% ≤ 4%	Average Daily Index Cost of Gas for the Month times 1.20
>4% \le 10%	Average Daily Index Cost of Gas for the Month times 1.30
>10% \le 20%	Average Daily Index Cost of Gas for the Month times 1.40
>20%	Average Daily Index Cost of Gas for the Month times 1.50

(Continued On Sheet No. 32.2)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Effective December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

### Rate 82 General Renewable Gas Interconnection Service

(Continued From Sheet No. 32.1)

If the Renewable Gas Producer delivers more Renewable Gas than the scheduled quantity for a given month, the Company will pay Renewable Gas Producer the cash-out amount which shall be calculated by multiplying the monthly imbalance volume and the applicable price(s) If the imbalance is less than or equal to 1,000 MMBtu, the imbalance is cashed-out at the average daily index cost of gas for the month. Imbalance volumes greater than 1,000 Dth are cashed out as follows:

Remaining Imbalance (>1,000 MMBtu), as % of	
Scheduled Quantities	Price
0% ≤ 2%	Average Daily Index Cost of Gas for the Month times 1.00
>2% ≤ 4%	Average Daily Index Cost of Gas for the Month times 0.80
>4% ≤ 10%	Average Daily Index Cost of Gas for the Month times 0.70
>10% \le 20%	Average Daily Index Cost of Gas for the Month times 0.60
>20%	Average Daily Index Cost of Gas for the Month times 0.50

- \* The "Average Daily Index Cost of Gas for the Month" shall mean the average of the daily index prices for deliveries to the Chicago city-gates as published by Gas Daily for the applicable day: in the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.
- \* Daily Imbalance Charges. Any daily Imbalances greater than 5% shall also be subject to a daily imbalance charge of \$0.07/dth, unless subject to OFO restrictions imposed by Nicor Gas.

#### \* Billing.

The Company shall issue a bill to the Renewable Gas Producer monthly, which shall be due and payable upon receipt, in compliance with Nicor Gas' general terms and conditions.

#### \* General Terms and Conditions.

- (a) Service is subject to all applicable laws and orders, and to the Company's Tariff.
- (b) All service under this Schedule shall require the execution of a Renewable Gas Interconnection Service Agreement by the Renewable Gas Producer and the Company. Such contracts shall be treated on a proprietary basis.
- (c) The injection location identified by the Company to accept the physical components of the Renewable Gas at the Renewable Gas Service Interconnect shall be determined by the Company in its sole discretion.

(Continued On Sheet No. 32.3)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023

Issued by – Rachelle Whitacre

Director

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

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Ill.C.C. No. 16 – Gas
Original Sheet No. 32.3

### Rate 82 General Renewable Gas Interconnection Service

(Continued From Sheet No. 32.2)

(d) A deposit may be required to be paid by a Renewable Gas Producer at the time the Renewable Gas Interconnection Service Agreement is executed equal to the total estimated charges for the first two (2) full months of Renewable Gas Service. The terms of the deposit arrangements shall be included in the Renewable Gas Interconnection Service Agreement. Additionally, the Company at the Company's discretion may require a Renewable Gas Interconnection Service Agreement to include an obligation that a Renewable Gas Producer provide adequate assurance of payment to the Company in the form of a letter of credit, cash deposit, or parental guaranty, all in an amount, form, and by an issuer acceptable to the Company.

#### \* 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 that are listed as applicable to this rate.

Ill.C.C. No. 16 - Gas 12th Revised Sheet No. 33 (Canceling 11th Revised Sheet No. 33, Effective March 11, 2022)

#### **Terms and Conditions**

#### **DEFINITIONS:**

**Applicant** – shall mean a person seeking to establish new residential or non-residential utility service under the Company's application process and who is not a customer.

**Budget Payment Plan** – shall mean a plan seeking to reduce fluctuations in the amount a customer must pay in each billing cycle. The customer agrees to pay an amount for each billing cycle that is based upon the amount the utility expects the customer to be billed for the entire year divided by the number of billing cycles in the year. The amount may be adjusted to 1) accommodate changes in the usage pattern by the customer or 2) ensure that significant shortfalls or credits do not accrue.

**Credit Scoring System** – shall have the same meaning set forth in 12 CFR 202.2 as of January 1, 2002, and no later amendments or editions are incorporated.

**Customer** - shall mean a person or persons receiving service from the Company under a Residential Service rate or a non-residential service rate, after a successful application for service or a successful transfer of service from one location to another, subject to the "Redistribution of Gas" provision. Agents, Suppliers, Brokers or Marketers of natural gas services who have an authorized agency agreement with a Customer and are acting as that Customer's agent shall also be treated as a Customer except with respect to credit and collection activity and disconnection of service.

**Deferred Payment Arrangement or DPA** – shall mean a payment plan whereby a customer may retire a past due amount owed the Company by paying installments towards the arrearage in addition to paying future bills.

Degree Day- a degree day is 65 degrees Fahrenheit minus the average of the gas day's high and low temperature.

**Deposit** – shall mean money provided by a customer and held by the Company as a guarantee towards payment for utility service.

Gas Day – a gas day shall be defined hereunder as being the time from 9:00 A.M. of one day to 9:00 A.M. of the succeeding day.

**Heat Content** – the heating value of the gas supplied by the Company is approximately 1,000 Btu per cubic foot. Unless otherwise specified in the rate, the Customer shall be billed on the basis of the average heating value of all gas purchased, and Customer-owned gas transported, by the Company, as determined in accordance with the provisions of Rider 11, Thermal Content of Gas Supplied, set forth in this Schedule.

**Illegal Tap** – shall mean a diversion of utility service whereby a party or parties other than the customer of record received a portion of the Customer's metered utility service without the Customer's consent.

\* Low Income Customer – shall mean, except in the case of Deposits and Establishment of Credit, a low income residential customer as defined in 83 Illinois Administrative Code Part 280. The definition of Low Income Customer as applicable to Deposits and Establishment of Credit shall mean a low income residential customer as defined in Section 8-201.7 of the Public Utilities Act.

Effective January 1, 2023, Low Income Customer shall mean, except in the case of Deposits and Establishment of Credit and Late Payment Charges, a low income residential customer as defined in 83 Illinois Administrative Code Part 280. The definition of Low Income Customer as applicable to Deposits and Establishment of Credit and Late Payment Charges shall mean a low income residential customer as defined in Section 8-201.7 of the Public Utilities Act.

(Continued On Sheet No. 33.1)

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 33.1
(Canceling 2nd Revised Sheet No. 33.1, Effective April 18, 2016)

#### **Terms and Conditions**

(Continued from Sheet No. 33)

#### \* <u>DEFINITIONS:</u> (continued)

**Market Price** – shall mean the cost of gas on a particular day to the Company in order to obtain additional supplies. Such price shall be the average of the low and high prices reported for Chicago City Gate deliveries in <u>Gas Daily</u>. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago City Gate price of another appropriate publication shall be used.

**Medical Certificate** – shall mean a written certification (though initial certification may be by telephone) of medical necessity provided to the Company by a doctor or the local board of health.

**Medical Payment Arrangement or MPA** – shall mean a payment plan established after the use of a medical certificate whereby a customer may retire a past due amount owed the Company by paying installments towards the arrearage in addition to future bills.

**Occupant** – shall mean a person who is not a utility customer of record of the Company and who receives the benefit of utility services at a residential or non-residential service location.

**Payment Avoidance by Location or PAL** – shall mean a pattern of action taken to avoid payment for utility service used by customers or occupants at a specific premises.

**Person** – shall mean any legal entity with the ability to become a customer, including but not limited to: individual persons, units of local government, corporations, trusts, partnerships, limited liability companies, associations, not-for profit, boards, organizations and institutions.

**Small Business** – shall mean an Illinois business with fifty (50) or less full time employees in Illinois. It shall be the Customer's responsibility to notify the Company of its qualification as a Small Business.

**Tampering** – shall mean any unauthorized alteration of utility equipment of facilities by which a benefit is achieved for which the Company is not compensated. Tampering includes customer self-restoration of utility service. Proof of tampering shall be the burden of the Company.

**Therm** – a therm is the amount of heat equivalent to one hundred thousand British thermal units (100,000 Btu).

**Transfer of Service** – shall mean terminating service at one location and activating service at another location by the same customer of record served by the Company within fourteen (14) calendar days as long as there is no change in the rate class of the customer. A transfer of service shall not be deemed an application for service by the Company unless the Company has reason to believe that the person requesting the transfer of service is not the original customer.

#### GENERAL:

#### How the Company's Service Can be Obtained.

Subject to the conditions of service stated in this Schedule, any Applicant can obtain gas service by first making an application, either orally, electronically or in writing, or by signing a contract in certain cases, for the particular class of service desired. Applicants for service shall provide Company up to two forms of accurate and verifiable positive identification. One form of identification shall be a government issued photo ID. The second form of identification may include a second government issued photo ID, social security number, driver license number, birth certificate,

(Continued On Sheet No. 34)

Filed with the Illinois Commerce Commission on October 3, 2019 Issued pursuant to order of the Illinois Commerce Commission entered October 2, 2019 in Docket No. 18-1775 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas
9th Revised Sheet No. 34
(Canceling 8th Revised Sheet
No. 34, Effective April 18, 2016)

#### **Terms and Conditions**

(Continued From Sheet No. 33.1)

#### **GENERAL**: (continued)

#### How the Company's Service Can be Obtained. (continued)

immigration or naturalization documents, student identification, banking information, employment records, government benefit/compensation records, tax ID number, articles of incorporation, or business license. Approval or rejection of the application, including notification of the applicant, shall be accomplished within two business days after the date all required information is received. Absent any delays caused by construction or other equipment required for service activation, lack of access, damage or unsafe condition, or temporary unforeseen circumstances, Company shall activate service for a successful Applicant at the earliest possible date, but no later than seven (7) calendar days after approval of the application, unless the Applicant requests a later activation date. If through no fault of the Applicant, Company delays activation of service for two (2) or more calendar days after the later of 1) seven (7) calendar days after approval of an application, or 2) the requested date of the Applicant or within two (2) business days after the requested date if the Company is unable to accommodate the requested date, Company shall issue a credit to the new Customer's account equal to the monthly customer charge for that Customer pro-rated by the number of days of the delay beyond these requirements. Credit of an Applicant can be established in accordance with 83 Illinois Administrative Code Part 280 of the Illinois Commerce Commission. Except as otherwise stated in this Schedule, Applicants for service shall, at their own expense, equip their premises with such piping and other equipment as may be necessary for the utilization of the gas delivered by the Company.

#### \* Service to Which Rates Apply.

The rates specified in this Schedule apply only to the use of gas of such form as is regularly furnished by the Company in the locality in which the premises to be served is situated, and apply only to the usual and regular supplying of gas

#### Selection of Rate.

The Company's rates as legally in effect are on file with the Illinois Commerce Commission and available for public inspection at any business office of the Company which is regularly open to the public. The Company will assist any Customer to determine the charges, conditions or use of service under any applicable rate. Where more than one rate is available for certain classes of service, the Company will assist in the selection of the rate most favorable for the Customer's requirements, but the Customer shall be responsible for the rate selection in any case.

#### Substitution of Rate.

The Customer may elect to transfer to another rate with like service selections at any time after any period of 12 months or more of continuous service under a rate. Each transfer shall be effective as provided for in the Tariff.

#### Assignment.

The benefits and obligations of the contract for service shall inure to and be binding upon the successors and assigns of the original parties thereto, respectively, for the full term thereof; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent and provided, further, that the successor shall execute and deliver to the Company an agreement assuming and agreeing to be bound by the original contract.

#### **Agents Cannot Modify Agreement.**

No agent has the authority to amend, modify or alter the contract for service or waive any of its conditions, or to bind the Company by making any promises or representations not contained therein.

(Continued On Sheet No. 35)

Ill.C.C. No. 16 - Gas

11th Revised Sheet No. 35

(Canceling 9th Revised Sheet No. 35, Effective November 24, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 34)

#### CONDITIONS OF SERVICE:

#### \* Equipment Furnished and Maintained by Customer.

All gas utilization equipment (including but not limited to all piping, fixtures, fittings, detection systems, safety devices, and appliances) beyond the outlet side of the last meter or regulator of the Company used in delivering gas to the Customer shall be suitable for the purposes hereof and shall be installed, operated and maintained by the Customer at all times in accordance with accepted practice and in conformity with requirements of public health and safety, as set forth by the properly constituted authorities and by the Company.

The Company has no responsibility for the design, installation, operation, maintenance, or condition of gas utilization equipment (including but not limited to all piping, fixtures, fittings, detection systems, safety devices, and appliances) beyond the outlet side of the last meter or regulator of the Company used in delivering gas to the Customer, and the Company shall have no liability or responsibility to any Customer, Occupant, or third party for any claims loss, injury, or damages whatsoever resulting therefrom or in connection therewith. The Company reserves the right to discontinue service if such equipment is in an unsatisfactory condition.

#### \* Utilization of Gas

The Company shall not be responsible nor liable for gas beyond the outlet side of the last meter or regulator of the Company, and the Company shall not be liable for any loss, damage, or injury to any property or person, resulting directly or indirectly from, or on account of, any condition beyond the outlet side of the last meter or regulator of the Company. The Customer, having entire control of all gas utilization equipment beyond the outlet side of the last meter or regulator of the Company, is solely responsible for any leakage, waste, or theft of gas which may occur after it leaves the outlet side of the last meter or regulator of the Company.

When the Company has notice of a dangerous condition associated with the utilization of delivered gas, but does not have knowledge that the dangerous condition is present on the Customer's premises, the Company's duty, if any, to inform or warn of that condition shall be limited to and satisfied by the Company sending to the Customer a Safety Information Notice regarding the potential existence of the dangerous condition. The Customer is responsible for inspecting the Customer's premises for, identifying, and remedying any such dangerous condition warned of in the Safety Information Notice. The Company shall have no liability or responsibility for any claims, loss, injury, or damages whatsoever resulting from or in connection with any potentially dangerous condition warned of by the Company in the Safety Information Notice, including any potentially dangerous condition on the Customer's premises.

The Customer shall indemnify and save harmless Company from any and all loss or liability for damages, expenses, including reasonable attorney's fees, claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property related in any way to, or on account of the Customer's ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company.

#### Company's Property and Protection Thereof.

All meters, regulators, and other facilities placed on the Customer's premises by the Company for the purpose of rendering gas service to said premises, unless otherwise expressly provided, shall be and remain the property of the Company, and the Customer shall exercise reasonable care to protect such property from loss or damage.

(Continued On Sheet No 35.1)

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 35.1

#### **Terms and Conditions**

(Continued From Sheet No. 35)

When, in the Company's judgement, it is determined that protective material or devices, including but not limited to the installation of bollards or guardrails, are necessary to prevent damage to a new or initial meter set installation, including because of a hazardous condition on the customer's premises, the Company shall install such protective material or device at the Customer's expense. When it is determined by the Company that protective material or devices are required to prevent damage to existing meters or other existing Company facilities from a hazardous condition, the Company will install such protective material or device or will relocate its meter, regulator and service line facilities at its expense

If in the Company's judgement, relocation of its facilities becomes necessary because of an identified existing pipeline safety condition caused by construction at a residential premises, the Company will relocate its meter, regulator and service line facilities to the extent deemed feasible by the Company at its expense. If in the Company's judgement, relocation of its facilities becomes necessary (i) due to an identified pipeline safety condition caused by the construction or change in operations of a commercial customer, or (ii) in light of proposed new construction at a residential or commercial premises, or (iii) when a residential or commercial customer requests relocation solely for their convenience, or (iv) where the Company's facilities at a residential or commercial customer's premises are located in an easement, lease, license, encroachment or equivalent property interest that was granted to the Company in writing, the Company will make such relocation, to the extent deemed feasible by the Company, at the Customer's expense.

In the case of any Customer's willful interference or refusal to cooperate with the Company's efforts to relocate its facilities due to an identified safety concern or to install protective material or devices, or in the case of any intentional damage by a customer to Company facilities or installed protective material, the Company shall have the right to discontinue gas service to the premises, including by shutting off the service valve to the meter, disconnecting the service line from the main, and/or removing the Company's facilities from the premises.

(Continued On Sheet No 35.5)

Ill.C.C. No. 16 - Gas

13th Revised Sheet No. 35.5
(Canceling 11th Revised Sheet No. 35.5, Effective November 24, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 35.1)

The Company will charge a Customer for damages to the Company's mains, steel service pipes and non-steel service pipes, regardless of size, based on the time and material necessary to make the repairs.

#### \* Excess Flow Valves

In accordance with applicable law, Nicor Gas will install excess flow valves (EFV) to new single family residential, multifamily residences and commercial customers not using in excess of one-thousand (1,000) standard cubic feet per hour (SCFH) per service line. At the request of an existing customer not using in excess of 1,000 SCFH per service line, and in accordance with applicable law the Company may install an EFV or equivalent equipment, as determined in the Company's sole discretion, for interrupting the flow of gas.

#### Landlord's Consent.

In case the Applicant or Customer is not the owner of the premises or of intervening property between the premises and the Company's main, the Applicant or Customer shall obtain from the proper owner, or owners, the necessary consent to the installation and maintenance on the premises and on such intervening property of all piping, or other gas equipment required for the supplying of gas to the Applicant or Customer.

#### Landlord/Property Management Agreements.

Company may, by prearrangement with a landlord/property manager, place service for a premises on a going forward basis in the name of the landlord/property manager and continue service to the premises when a tenant who had utility service in the tenant's name vacates the premises and there is no customer of record. The Company and the landlord/property manager shall agree in writing to provisions of the prearrangement, such written prearrangement to be substantially in the form of the agreement identified on Sheet Nos. 55.1 and 55.2 of this rate schedule. The Company shall provide notification to the landlord/property manager within two (2) business days each time the Company places service to a premises in the landlord/property manager's responsibility.

#### Access to Premises.

The properly authorized agents of the Company shall at all reasonable hours have free access to the premises for the purpose of inspecting the Customer's installation and of reading, examining, repairing, maintaining, removing, modifying, or disconnecting the Company's meters or other property. Customer's failure to provide access to the premises may lead to the disconnection of service or other legal action.

(Continued On Sheet No. 36)

Ill.C.C. No. 16 - Gas 6th Revised Sheet No. 36 (Canceling 5th Revised Sheet No. 36, Effective November 22, 2005)

#### **Terms and Conditions**

(Continued From Sheet No. 35.5)

#### **Interfering Equipment.**

Whenever any of the Customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines has characteristics which will cause interference with service to any other Customer, interfere with proper metering or adversely impact the Company's transmission or distribution system operation, suitable facilities and system improvements shall be provided at the Customer's expense to preclude such interference. Customer may pay for such improvement in one payment or by monthly installments. In the event the Company must purchase incremental services from interstate pipelines to service the Customer, the Customer shall pay for such incremental service on a monthly basis. The Customer may agree to reduced service levels to minimize such charges. Any agreement relating to charges to be billed pursuant to this provision or an agreed reduction in service level shall be submitted to the Illinois Commerce Commission for informational purposes on a confidential basis as provided by 83 Illinois Administrative Code Part 335 – Confidential Contracts.

#### Use of Gas for Testing.

The Company may authorize the Customer to use gas in excess of the Customer's Maximum Daily Contract Quantity (MDCQ) for the purpose of testing equipment not previously served by the Company. The amount of gas to be used for such testing and the period or periods of such use shall be subject to prior written approval of the Company. The increased demand so occasioned shall not be taken into account in the determination of the Customer's MDCO.

#### \* Charges for Altering or Tampering With Company Facilities.

Tampering with the Company's pipes, meters, wires, or other service equipment, including but not limited to the self-restoration of gas service, is illegal and prohibited. When the Company has reason to suspect that tampering has occurred, it shall: 1) promptly investigate the suspected tampering; 2) once the Company has proof of tampering, report to the Customer the details of the investigation; and 3) once the condition becomes known to the Company, take the necessary steps to correct the condition and issue a corrected bill without delay for the estimated amount of gas received by the Customer not otherwise measured and billed. If the Company has determined that the person benefitting from the tampering was either directly or indirectly responsible for the tampering, the Company will also promptly bill the Customer for material, labor, clerical and transportation expenses, with associated overheads of fringe benefits, direct supervision and taxes on labor, and stores charges on materials, incurred in replacing or repairing the meter and related facilities and preparing the bill.

(Continued On Sheet No. 36.1)

#### **Terms and Conditions**

(Continued From Sheet No. 36)

\* When the Company has evidence proving the unauthorized use or tampering of non-residential service, Company may disconnect service to the tampering Customer until: 1) the Customer or the Company removes the facilities that allow the Customer to use service without paying for it, and 2) Customer pays for the unauthorized use. The Company will determine the amount of unauthorized usage and provide a bill to the customer without delay. If Company removes the facilities, Customer must pay the costs associated with the work prior to reconnection of service.

#### \* Illegal Taps.

When, within thirty (30) days of receipt of a bill, a Customer alleges that the level of consumption is unreasonably high, the Company will investigate the allegation to determine the reason and whether the consumption is caused by an illegal tap or diversion of service. Subject to the reasonableness of accessibility and visibility of Customer's or a third-party's gas piping, should the Company's investigation determine that a tap has been constructed on Customer's piping, Company shall inform Customer, attempt to determine the benefitting party, and instruct that the tap be immediately removed. The Customer whose pipes were tapped shall be rebilled on the basis of their newly established usage pattern, or Company criteria for estimated billing, whichever is appropriate.

If Company determines that the benefitting third-party is also a customer of the Company, Company shall bill such third-party's account for the excess usage. If benefitting party is known but not a customer, Company shall bill the third-party for the excess used plus all related expenses incurred by Company using its procedures for the billing of unauthorized utility service. If Company cannot determine the identity of the benefiting third-party, Company may recover the dollar amount of the excess usage and related expenses from its bad debt account.

#### Natural Gas Used as a Motor Vehicle Fuel.

The Customer shall be responsible for all taxes to governmental bodies on the sale of natural gas for conversion to compressed natural gas (CNG) for use in vehicles.

#### **Escaping Gas.**

The Customer shall immediately give notice to the Company of any gas escaping in or about the premises.

(Continued On Sheet No. 37)

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 37
(Canceling 4th Revised Sheet No. 37, Effective April 18, 2016)

#### **Terms and Conditions**

(Continued From Sheet No. 36.1)

#### BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS:

#### **Deferred Payment Arrangement (DPA)**

A residential customer owing a past due amount shall be eligible for a Deferred Payment Arrangement (DPA), consisting of a down payment amount followed by subsequent installment payments, as long as the customer has not failed to complete a previous DPA in the past twelve (12) months. In addition, at any time a customer's account balance is brought to current status, the Company shall consider all previous DPAs completed.

The terms of the DPA shall be in accordance with the terms listed in the 83 Ill. Adm. Code Sec. 280.120 and shall only include amounts owed for utility service for which Customer is subject to disconnection. A residential Low-Income customer shall be entitled to more favorable DPA terms under 83 Ill. Adm. Code Sec. 280.125, including but not limited to, a lower down payment amount and a longer payment term. Company shall consider the DPA in default when Customer fails to pay the full amount of the installment and current bill amount by the second day after the due date of the bill, at which time, Company may resume collection activities.

Customer may reinstate a defaulted DPA by paying the required amount of the DPA installments owing up to that date on the DPA, including all past due amounts that were not included in the original DPA amount; however, Company is not obligated to reinstate a defaulted DPA once it has disconnected service.

#### \* Deposits and Establishment of Credit.

An Applicant for gas service or a Customer of the Company will be extended credit in accordance with rules and regulations in 83 III. Adm. Code (the "Code") Part 280. The Company may require an Applicant or Customer to pay a deposit at any time to secure the prompt payment of bills in accordance with Sections 280.40 and 280.45 of the Code. The amount of any deposit made for the purpose of establishing credit will be collected, adjusted and refunded in compliance with the Small Business Utility Deposit Relief Act [220 ILCS 35], Part 280, and any applicable variances.

A deposit may be assessed to a residential Applicant or Customer if 1) the Applicant was previously disconnected for non-payment of bills for the same class and type of service, 2) Applicant failed to pay a final bill for the same class of service, 3) Payment Avoidance by Location conditions exist for the Applicant as described in Section 280.210 of the Code, 4) the Company has proof of tampering that benefited the Applicant or Customer, or 5) other conditions for which a deposit may be assessed apply as described below. The determination of any deposit for the purpose of establishing credit for residential service may also be based on the Applicant's credit score provided by recognized credit agencies. The Company may request a deposit from the Applicant for residential service if the Applicant's credit score does not meet the Company's predetermined minimum credit score. A credit score shall not be used to determine a deposit for an Applicant for residential service that provides proof of identity fraud. The Company will provide, by confirming letter, the toll-free telephone number and contact information of the appropriate credit agency to any customer that is billed a deposit based on the customer's credit score.

Effective September 15, 2021, the Company shall not, except in cases of Tampering, assess a deposit to a low income customer while he/she is qualified as a Low Income Customer as defined under the Definitions section of these Terms and Conditions applicable to Deposits and Establishment of Credit.

(Continued On Sheet No. 37.1)

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 37.1 (Canceling Original Sheet No. 37.1, Effective October 26, 2015)

#### **Terms and Conditions**

(Continued From Sheet No. 37)

#### BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS: (continued)

- \* An existing residential or non-residential Customer who pays late on four (4) or more occurrences in any twelve (12) consecutive billing periods and has an undisputed past due balance that has remained unpaid for over 30 days beyond the due date, shall be billed a deposit. Customers who are off-for-nonpayment and who are applying for service shall be billed a deposit.
- \* An Applicant requesting non-residential service will be initially reviewed for deposit assessment based on the records of the Company, or in the alternative, 1) a credit score if applicable, or 2) the validation of a valid business entity. If no records or alternatives exist, the Applicant may pay the assessed deposit or provide acceptable credit references from a current electric or gas utility, and on their respective utility company's letterhead, a signed letter specifically noting the Applicant's demonstration of the following; (i) no disconnection of service in the past twelve (12) months, (ii) not more than one (1) returned payment in the past twelve (12) months, and (iii) an indication that a final bill, if rendered, was paid in full. In addition, an Applicant for non-residential service may obtain service by providing either an irrevocable letter of credit or a surety bond from a financial institution or an insurance company that the Company, in its own judgement, ascertains to be financially stable.
- Non-residential Customers served under Rates 6, 7, 76 and 77, that are not Small Business customers, may be required to pay a deposit for indications of financial insecurity. Company shall determine a customer's financial insecurity on the basis of any one or more of the following conditions; (i) Customer defaults in its payment obligation to Company and Customer fails to remedy such default within fourteen (14) calendar days; (ii) Customer pays late on four (4) or more occurrences in any twelve (12) consecutive billing periods; (iii) Customer files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (iv) Customer's senior unsecured debt rating or if not available, its issuer or corporate credit rating is determined to be lower than (a) Baa3 from Moody's Investor Service Inc. (Moody's), or its successor, or (b) BBB- from Standard and Poor's (S&P), a division of the McGraw Hill Companies, Inc., or its successor; or (v) in a situation in which neither a Moody's nor an S&P's rating is available for such Customer, other financial information from a national financial credit reporting agency or other business specializing in commercial credit data will be utilized for evaluation; or (vi) Customer otherwise becomes bankrupt or insolvent. In cases where a deposit is assessed for indications of financial insecurity, the Company will hold such deposit for at least one year from the date it was paid in full, at which time the information used to assess the deposit will be updated with current data to determine if the deposit remains necessary.

(Continued On Sheet No. 37.2)

Ill.C.C. No. 16 - Gas
4<sup>th</sup> Revised Sheet No. 37.2
(Canceling 3<sup>rd</sup> Revised Sheet No. 37.2, Effective March 28, 2020)

#### **Terms and Conditions**

(Continued From Sheet No. 37.1)

#### BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS: (continued)

#### \* Late Payment Charges.

Except as otherwise specified below, and subject to the requirements set forth in the Final Order of the Illinois Commerce Commission in Docket No. 20-0309, dated June 18, 2020, the stated charges shall be payable within 21 days after the date they are sent for residential customers and within 14 days after such date for non-residential customers, and late payment charges shall be assessed on any undisputed amounts unpaid for more than two (2) days after the due date.

Late fees for units of State government shall either be 1) assessed according to the State Prompt Payment Act [30 ILCS 540], or 2) waived. Federal, County, and City Governments, including public schools, will be allowed 45 days, but no late payment charge will be assessed. Churches and other premises used solely for religious purposes, hospitals, and charitable institutions, including parochial schools, supported wholly or in part by voluntary contributions, and private schools will be allowed a payment period of 45 days.

Customers regularly operating five or more premises having multiple billing dates may, upon written request to the Company, have a single day in each month designated for the payment of bills for all such premises, such day to be selected by the Company. The stated charges of all such bills shall be payable if payment is made on or before such day and late payment charges shall be assessed thereafter.

At its option the Company may (for (1) through (3) below), and shall (for (4) and (5) below) extend the due date for bills to residential customers living on a limited fixed income who demonstrate difficulty in paying their bills. This extension will only be applied to a permanent address at a home or apartment. To qualify for consideration for an extended due date the customer must be the head of household and subject to one of the following:

- (1) Age 65 or over and retired.
- (2) Age 62 or over, retired and receiving Social Security income.
- (3) Disabled and receiving benefits from Supplemental Security Income or other similar program.
- (4) Regardless of age, collecting unemployment benefits from the State Unemployment Insurance Agency.
- (5) Regardless of age, collecting Aid to Families with Dependent Children; Aid to the Aged, Blind and Disabled; benefits from General Assistance or Supplementary Security Income; payments as primary source of income from Social Security or Veterans Administration benefits; survivor benefits under Social Security.

When the last day of any normal payment period falls on Saturday, Sunday, or a legal holiday, such period will automatically be extended to include the first full business day following.

The late payment charge shall be one and one-half (1-1/2) percent per month of any undisputed amounts remaining unpaid for more than two days after the due date on the bill. Unless authorized by statute, late payment charges shall not be assessed on any amount billed which is not for utility service. Late fees may be assessed on undisputed overdue budget installment amounts owing on a budget plan when there is a deficit credit balance in the account as an alternative to termination of a budget payment plan.

(Continued On Sheet No. 38)

Filed with the Illinois Commerce Commission on July 21, 2020 Issued pursuant to order of the Illinois Commerce Commission entered June 18, 2020 in Docket No. 20-0309 Items in which there are changes are preceded by an asterisk (\*)

Effective July 22, 2020 Issued by – Lewis M. Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 8th Revised Sheet No. 38 (Canceling 7th Revised Sheet No. 38, Effective January 25, 2016)

#### **Terms and Conditions**

(Continued From Sheet No. 37.2)

#### BILLING, MAINTENANCE OF CREDIT, AND DEPOSITS: (continued)

#### Late Payment Charges. (continued)

A Customer shall be deemed to have paid on time when a customer mails payment of the full amount of a bill for service, and such payment is received at the Company's office not more than two full business days after the due date printed on the bill.

Where the Customer disputes any bill within the normal payment period, the Company will accept payment in full of such bill without late payment charges if payment is made within 14 days after resolution of the dispute.

The Company shall not assess a late payment charge to a residential low income customer while he/she is qualified as a Low Income Customer.

Late payment charges shall not continue to be assessed for a final bill which has been outstanding for more than six (6) months.

#### \* Interest on Refunds and Credit Balances.

All refunds and credits due to utility billing error shall be accompanied with interest calculated at the rates set by the Commission for customer deposits. Interest shall accumulate starting thirty (30) days after the date the actual money comprising the overpayment is received by the Company until the date the Company issues a refund or credit to the customer's account. Credit balances accumulated on an active Budget Payment Plan shall not be subject to such interest credit amount unless the Budget Payment Plan is cancelled while a credit balance remains. Interest shall accumulate from the date of the Budget Payment Plan cancellation until the credit is refunded or consumed by future billing.

#### Medical Certificate and Medical Payment Arrangement (MPA).

Company shall accept written certification (though initial certification may be by telephone) in the form of a Medical Certification by a licensed physician or local board of health and such certification shall temporarily prohibit the disconnection of residential utility service at Customer's premises for sixty (60) days. On the basis of a certified medical necessity, Customer shall also have the opportunity to retire past due amounts by periodic installments under an automatic Medical Payment Arrangement commencing after thirty (30) days.

#### Payment Avoidance by Location (PAL)

Payment Avoidance by Location or PAL occurs when Company receives a new application for utility service at a service location and a former Customer who was disconnected for non-payment at the same service location still resides at the service address and the Company has proof the new Applicant for service also resided at the service location during the time the previous Customer's debt accrued. PAL shall not include new owners and/or new tenants at a service location. Company shall have verifiable evidence that a PAL condition exists. When a verifiable PAL condition exists, Company may require the new Applicant to pay a deposit in full prior to service equal to one-third (1/3) of the estimated annual charges for the premises.

(Continued On Sheet No. 38.1)

Ill.C.C. No. 16 - Gas 11th Revised Sheet No. 38.1 (Canceling 9th Revised Sheet No. 38.1, Effective November 24, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 38)

#### \* Bill Inserts.

Bill inserts shall be delivered to the Customer in the same manner that the Customer has elected to receive their monthly utility bill from the Company. For customers electing to have their monthly utility bill delivered via access to the Company's website, bill inserts will be provided via notification with a link to the bill insert location.

#### Right to Discontinue Service.

The Company shall have the right to discontinue its gas service to the Customer on due notice and to remove its property from the Customer's premises upon failure of the Customer to establish credit or adjust their cash deposit, or for the following reasons as provided in 83 Illinois Administrative Code Part 280, non-payment of a past due bill, non-payment of a deposit, non-payment of a deposit resulting from a valid Payment Avoidance by Location, failure to provide access in a multi-metered premises, failure to provide access to Company facilities after (4) four attempts, Occupant usage without a valid customer of record, theft of service or tampering, unsafe conditions, cooperation with civil authorities, non-compliance with an order of the Commission, and non-compliance with any Commission approved rules which authorize Company to disconnect service, or in cases where the Customer fails to comply with, or perform, any of the conditions or obligations hereof.

A Customer's service so discontinued shall be reconnected after the Customer has made settlement for their bills in arrears or has, to the Company's satisfaction, complied with or performed such other conditions or obligations hereof which were in default, as the case may be, and has paid a service disconnection and reconnection charge as hereinafter provided.

#### \* Service Disconnection and Reconnection Charge.

When the Company discontinues service for cause, as specified above, by means of disconnecting the service line from the main and/or removing the meter, the Customer shall be responsible for the expenses, including material, labor, clerical and transportation, with associated overheads for fringe benefits, direct supervision and taxes on material and labor, incurred in the discontinuation of service for cause by such means and, if service is subsequently resumed for the same Customer, the Customer shall be responsible for all of these same expenses incurred to replace the service line and/or meter.

When the Company discontinues service for a cause, as specified above, by means of turning off the service valve on the meter, the Customer will not be responsible for a disconnection charge, but only will be reconnected without charge once each calendar year. For each subsequent reconnection of service in any calendar year following disconnection for cause by such means, the Customer shall pay an additional charge of \$90.00 subject to the requirements set forth in the Final Order in Docket No. 20-0309. For Customers whose service is turned off at their request by such means, reinstatement of service within 12 months at the same location shall be provided at a charge of \$90.00, plus the monthly charges applicable to the period during which service was turned off, including but not limited to, applicable Riders 1, 2, 7, 26, 32, and 39, Customer Charge, Administrative, Demand, Recording Device and Gas Supply Cost charges as applicable under the rate and riders under which the Customer is served.

(Continued On Sheet No. 39)

Ill.C.C. No. 16 - Gas
13th Revised Sheet No. 39
(Canceling 11th Revised Sheet
No. 39, Effective October 8, 2019)

#### **Terms and Conditions**

(Continued From Sheet No. 38.1)

#### Payment by Invalid Check.

A charge of \$16.00 will be assessed on a Customer who pays by a check or any other negotiable instrument which is not honored and returned to the Company for the following reasons: (a) Not Sufficient Funds; (b) account closed; or (c) any other reason except error of the financial institution or Company. Company shall notify Customer when Company no longer accepts a specific form or method of payment as a result of Customer's returned payment.

#### \* Monthly Billing and Bimonthly Meter Reading.

For the purposes of this Schedule the terms "month" or "monthly" shall mean the period between any two consecutive regular bills issued as nearly as practicable at 30-day intervals. Company shall not bill Customer for utility service in advance without prior authorization from the Customer. Billing to large, non-residential customers, who are subject to disconnection or payment of a deposit, may be rendered more frequently than monthly when agreed to by the Company and Customer.

The Company shall prepare and issue a bill for service on a monthly basis.

Estimated Meter Readings for Billing. When necessary or specifically applicable under Company's Schedule of Rates, Company shall compute an estimate of the Customer's meter reading based on customer-specific baseload and heating degree-day (HDD) sensitive parameters and the resulting estimate shall be based on the number of days and HDD's in the bill period. Company may then further refine the estimated meter reading for billing purposes by the application of a seasonal adjustment factor derived through the analysis of actual meter readings of similarly-situated customers.

#### Estimate of Gas Delivered.

In cases where Company is unable to take a regular meter reading or in alternate months for customers served under applicable rates, Company shall make an estimate of the volume of gas delivered for billing purposes based upon the use of gas at the premises in previous billing periods and reflective of the effects of weather measured in Degree Days as determined using the formula below.

 $EVGD = ((HDD^{BP} x HUF) + (D^{BP} x (BL / 30 days)) x SAF)$ 

Where:

EVGD =Estimated Volume of Gas Delivered, in CCF, during the billing period.

HDD<sup>BP</sup> = Heating degree-days in the billing period.

HUF = Heat Use Factor is premises based and calculated using historical meter reading data over

a specified period and recorded in Company's customer information and billing systems. The HUF shall be equal to the CCF of usage in a specified period, less the baseload volume in CCF used during the same period, divided by the of HDDs in the specified

(Continued On Sheet No. 39.1)

Filed with the Illinois Commerce Commission on November 19, 2021 Issued pursuant to order of the Illinois Commerce Commission entered November 18, 2021 in Docket No. 21-0098 Items in which there are changes are preceded by an asterisk (\*)

Effective November 24, 2021 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 39.1
(Canceling 1st Revised Sheet No. 39.1, Effective April 18, 2016)

#### **Terms and Conditions**

(Continued From Sheet No. 39)

\* Estimate of Gas Delivered (continued).

period. Where there is no historical meter reading data for the customer or premises, the customer's HUF will be computed using system average factors until usage history has been established. The HUF shall not be less than zero (0).

 $D^{BP} = Days$  in the billing period.

BL = Baseload calculated for the premises using an average of monthly usage with the fewest degree days, adjusted to a thirty (30) day basis. Baseload (BL) shall not be less than zero (0).

SAF = Seasonal Adjustment Factor is an adjustment factor derived by analyzing the usage of similarly-situated customers billed using actual meter readings to determine the volume of gas delivered had the volume of gas used been estimated. A similarly-situated customer is one that shares certain characteristics including customer class.

#### **Budget Payment Plan.**

Budget Payment Plan is intended to reduce fluctuations in the amount a customer must pay in each billing cycle. The Customer agrees to pay an amount for each billing cycle that is based upon the amount the Company expects the Customer to be billed for an entire year divided by the number of billing cycles in the year. The amount may be adjusted to accommodate changes in the price of gas and changes in the usage pattern by the Customer, and to ensure that significant shortfalls and credits do not accrue.

The Budget Payment Plan is available to residential customers and small-business customers defined as an Illinois business with fifty (50) or less full time employees in Illinois. Nothing shall prevent the Company from offering a Budget Payment Plan to non-residential customers that are not small businesses. Upon inquiry from the Customer, the Company shall calculate and advise the Customer what the projected Budget Payment Plan amount will be for the Customer's account. If the Customer accepts the offer to enroll in budget billing, the Company shall begin the plan for the Customer's account. A Customer whose account balance is current may enroll in a budget payment plan at any time of the year. To be eligible for the Budget Payment Plan, a Customer owing a past due amount must either pay the entire past due amount or enter into a Deferred Payment Arrangement (DPA) with Company to retire the past due debt.

Approximately every four (4) months the Company will evaluate the Customer's account and may adjust the Customer's monthly payment amount for changes in the Customer's pattern of usage and/or the price of gas. If the Budget Payment Plan amount must be altered, the Company shall notify the Customer of the change in writing, such notification to be either included in the bill statement or by separate delivery.

(Continued On Sheet No. 39.5)

Ill.C.C. No. 16 – Gas 8th Revised Sheet No. 39.5 (Canceling 7th Revised Sheet No. 39.5, Effective September 1, 2011)

#### **Terms and Conditions**

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(Continued From Sheet No. 39.1)

#### \* Budget Payment Plan (continued).

No late payment charge shall be assessed on a Budget Payment Plan unless there is an overall budget deficit in an account when the late payment occurs. The late payment charge shall be computed on the late installment only, not on the accountlated budget deficit in the account.

A customer may cancel a Budget Payment Plan at any time. The Company may cancel the Customer's Budget Payment Plan when the Customer either submits a payment that is less than the full Budget Payment Plan amount or the Customer's payment is twenty-one (21) days in arrears. A late payment charge may be assessed on undisputed budget installments amounts owed on the Budget Payment Plan as an alternative to termination of participation in the plan. Any shortfall amount owed to the Company at the time of cancelation shall be included and payable as current charges on the next bill statement. Any credit amount owing to the Customer at the time of cancelation shall appear as a credit on the next bill statement. After the issuance of that bill statement, the provisions of Section 280.110 – Refunds and Credits, shall apply to the credit balance.

Continued On Sheet No. 40)

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 40
(Canceling 3rd Revised Sheet No. 40, Effective July 11, 2007)

#### **Terms and Conditions**

(Continued From Sheet No. 39.5)

#### **EXTENSION OF DISTRIBUTION SYSTEM:**

#### \* Gas Main Extension.

The Company will extend its gas main along a street, highway, or other right-of-way to a point adjacent to the property line of any Customer, or improved lots within a subdivision, subject to the following conditions and to the special rules for gas main extensions and service pipe installations set forth elsewhere in these terms and conditions:

#### (a) Deposits.

The Customer may be required to deposit with the Company, in advance, an amount of money equal to the Company's estimated cost of the required extension, computed at the Company's estimated average cost for the current year, minus the estimated average cost of an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be. Where two or more Customers are to be served from the extension, the total amount to be deposited may be apportioned among the number of Customers.

Where an extension of main is required for service to lots under development within a subdivision, the Subdivider may be required to deposit with the Company, in advance, an amount of money equal to the Company's estimated cost of the required extension computed at the Company's estimated average cost for the current year. In such cases, the Subdivider shall grant or cause to be granted to the Company the right for the installation, operation and maintenance of the gas main and any related facilities.

#### (b) Refunds.

The Company shall make refunds, not to exceed the amount of the original deposit, for a period not to exceed 120 months from the date the required extension is completed, by paying to the depositor or depositors an amount equal to the Company's estimated cost, at the time of the original deposit, of constructing an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be, for each additional Customer who connects and takes service from or through the original extension.

Refunds for the connection of additional Customers shall be payable once a year when a review is made by the Company or upon notification from a depositor that a qualified Customer is receiving service and upon confirmation by the Company. In the case of two or more depositors, the refund on account of an additional Customer may be apportioned among the depositors. The Company shall cease to make refunds at the expiration of the 10-year period and if there is any portion of the deposit then unrefunded it shall be retained by the Company.

(Continued On Sheet No. 41)

Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 41 (Canceling 14th Revised Sheet No. 41, Effective November 24, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 40)

#### (c) General.

Facilities will not be provided hereunder for any uneconomic extension, temporary business or business of doubtful permanency. For the purposes hereof, the term "uneconomic" shall mean any case where expected revenues make it doubtful that a reasonable return would be derived from the required investment. In such cases, the Customer or Subdivider may provide an additional deposit, over and above that provided for above, to make the required extension economic, as determined by the Company; provided, however, that this section shall not operate to deprive any Customer of their right to 100 feet of low pressure main, or 200 feet of high pressure main, as the case may be.

The above provisions are effective in lieu of those contained in Section 501.600, sub-paragraph (c)(1)(C), and Section 501.610 sub-paragraph (b)(1)(C), of the Illinois Commerce Commission's 83 Illinois Administrative Code.

#### \* Gas Service Pipe.

The Company will furnish, install, own and maintain a gas service pipe from its main, located adjacent to the Customer's premises to the nearest mutually agreeable point of gas delivery adjacent to the Customer's building or, in the case of indoor meters in accordance with 83 Illinois Administrative Code Section 501.110 subparagraph (b), immediately within the Customer's building. The service pipe installation shall be subject to the following provisions and to the special rules for gas main extensions and gas service pipe installations set forth elsewhere in these terms and conditions:

(a) For residential and small non-residential Customers (Meter Class A.), for firm gas service, the Company will install, at its expense, the service pipe between the Company's main and the Customer's property line, and up to 60 feet of service pipe located on the Customer's premises. Any additional service pipe required on the Customer's premises will be installed by the Company at the Company's estimated average installed cost per foot or time and material (T&M) required, as shown below:

	Charges Per Foot				
Pipe Size	First 60 Feet	Next 90 Feet	Next 200 Feet	All Over 350 Feet	
All 1/2 inch PE	No Charge	\$ 5.89	\$ 4.71	T&M	
1 inch PE (Residential)	No Charge	\$ 8.09	\$ 5.55	T&M	
1 inch PE (Non-Residential)	No Charge	\$ 12.28	\$ 8.03	T&M	
All 2 inch PE	No Charge	\$ 29.31	T&M	T&M	
All Steel	No Charge	T&M	T&M	T&M	

(Continued On Sheet No. 42)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 42
(Canceling 3rd Revised Sheet No. 42, Effective April 3, 2009)

#### **Terms and Conditions**

(Continued From Sheet No. 41)

For services larger than 2 inches and for 2 inch steel services, charges will be computed based on time and material required for the portion over 60 feet.

- \* The Company will install up to 350 feet of gas service pipe without charge on the premises of not-for-profit schools, colleges, universities, hospitals, churches and other premises used solely for religious purposes, and governmental agencies, provided that the gas service supplied by the Company is used for substantially all space heating requirements of such customers. For services longer than 350 feet, charges will be computed based on time and material required for the portion over 350 feet.
- (b) For all non-residential Customers with a meter class other than A, the Company will analyze the project's estimated cost and revenue to determine if it provides an adequate return. If it is determined by the Company that said project will not provide an adequate return, Customer may be required to pay, in advance, an amount adequate to meet such return.
- (c) For temporary service, the Customer shall pay the Company's cost of installing and removing the entire service pipe.
- (d) The Customer shall pay for any estimated additional construction expense occasioned by any abnormal obstruction.
- (e) If a change in the point of delivery or location of the service pipe is requested by the Customer and approved by the Company, the change will be made by the Company at the Customer's expense.
- (f) If the service pipe becomes inadequate to supply increases in the Customer's firm gas load and the cost of enlarging the service pipe is justified by increased revenue from the Customer, the Company will enlarge the service pipe at its expense. Any such enlargement of service pipe for temporary gas load will be made by the Company at the Customer's expense.

#### \* Temporary Gas Service.

When the Customer will make only temporary use of gas service, the Customer shall pay to the Company in advance the estimated cost to the Company of furnishing, installing, and removing such facilities as the Company may provide for such temporary service.

(Continued On Sheet No. 42.1)

Ill.C.C. No. 16 - Gas 3rd Revised Sheet No. 42.1 (Canceling 1st Revised Sheet No. 42.1 Effective July 11, 2007)

#### **Terms and Conditions**

(Continued From Sheet No. 42)

#### Special Rules for Gas Main Extensions and Service Pipe Installations.

In addition to the conditions and provisions set forth above, the following special rules for gas main extensions and gas service pipe installations shall apply:

- (1) The subdivider, developer, or property owner(s) at their cost shall furnish the Company with the following:
  - (A) preliminary approved plats and title restrictions or covenants;
  - (B) preliminary approved site or plot plans showing locations of all existing and proposed buildings, water mains, sewer tiles, paved areas, and any other obstacles that are or will be below grade. The preliminary approved site or plot should also include the preliminary approved lot numbering system and preliminary approved apartment numbers, where applicable; and
  - (C) all easements as the Company may require, and in a form acceptable to the Company, for the installation, operation and maintenance of its facilities.
- (2) The Company will not begin installation of facilities until agreements between the Company and the affected subdivider, developer, or property owner(s) setting forth the obligations and liabilities of the parties have been obtained. The agreements shall include the Company's estimates of all payments, reimbursements, and deposits, if any, to be made by the subdivider, developer, or property owner(s) and timing to complete the installation. Arrangements satisfactory to the Company with regard to payments, reimbursements, and deposits, if any, shall be made prior to the commencement of the installation of such facilities. The arrangements can include, but are not limited to, payment of estimates in advance of the installation, minimum monthly contributions, and credit or collateral agreements.
- (3) Before the Company begins to install its facilities, the subdivider, developer, or property owner(s) at their cost shall:
  - (A) remove obstructions caused by the subdivider, developer or property owner(s) from the Company's gas main construction route and from the area to be used for installation of gas services and to provide access to the area for the Company's equipment;
  - (B) provide visible lot pins or stakes in all lot corners adjacent to the easement areas at such intervals as may be designated by the Company;
  - (C) provide grades for the construction area which shall not be more than four inches above or below the final grade;
  - \* (D) notify the Company sufficiently in advance of construction to permit proper coordination of construction with other utilities involved; and
    - (E) install sleeves for mains at road crossings according to the Company's construction specifications.
- (4) In the event of a change in grade levels, buildings, structures, foundations, walls, or other changes that would affect the cover of gas mains or services, the subdivider, developer or property owner(s) shall notify the Company prior to the change and shall pay the Company its cost of moving or replacing its facilities to accommodate the change.

(Continued On Sheet No. 42.2)

Ill.C.C. No. 16 - Gas 6th Revised Sheet No. 42.2 (Canceling 4th Revised Sheet No. 42.2, Effective October 8, 2019)

### **Terms and Conditions**

(Continued From Sheet No. 42.1)

- (5) The point of delivery to each premises shall be approved by the Company. The subdivider, developer or property owner(s) shall be responsible for the installation, maintenance, and replacement at their cost of all facilities on the Customer's side of the meter.
- (6) If costs are incurred by the Company over and above the estimate for reasonable installation costs, the subdivider, developer, or property owner(s) shall pay to the Company the additional costs. Such additional costs may be attributable to, but not be limited to, the following causes:
  - (A) Engineering, rock excavation or boring, tree clearing, inaccessible terrain, safety or legal problems, obstructions and hindrances, including those caused by crossing streets and alleys.
  - (B) Rearrangement of facilities caused by subdivider, developer, or property owner(s), facilities of other utilities wheresoever located, or Customer's requirements for gas distribution systems which are different or more elaborate than the Company's standard distribution system.
- (7) For new installations, the trench backfill shall consist of the original soil. When the Company performs maintenance and repair work in existing areas, the Company shall replace and repair the lawn to as near the original state as possible after work has been completed.
- \*(8) Due to winter construction conditions and their attendant costs, the Company may not always be able to perform gas main construction work during the period from November 15 through March 15 as efficiently as it would during other times of the year. If the Company is scheduled to perform or is in the process of performing gas main construction work at the request of a Customer/Subdivider during this period and encounters winter construction conditions that demonstrably increase the Company's costs to perform such work while such conditions persist, the Company may notify the Customer/Subdivider of such conditions and provide the Customer/Subdivider an option to request in writing that the Company undertake or continue such work while such conditions persist. If, but only if, the Customer/Subdivider provides the Company a written request to undertake or continue such work while such winter construction conditions persist and the Company determines it is able to safely perform such construction work during this time period, the Customer/Subdivider shall pay the Company for the estimated fully distributed cost of the incremental activities required to perform such work while such winter construction conditions persist. If, under such circumstances, the Customer/Subdivider does not provide the Company with a written request to undertake or continue such work while winter construction conditions persist, the Company may elect to delay or suspend such work until the winter construction conditions have abated. The estimated cost of such incremental activities shall not be taken into account by the Company in the calculation of any deposit and the payment of such charges by the Customer/Subdivider to the Company shall not be subject to refund. Winter construction conditions may include, but are not limited to, frost, freezing and thawing, snow conditions and adverse temperatures, and the incremental activities that may result in increased costs to the Company under such conditions may include, but are not limited to, incremental transportation and labor expenses, incremental or premium charges from contractors and vendors and other categories of construction expenses that tend to increase as a consequence of winter construction conditions.

(Continued On Sheet No. 43)

Ill.C.C. No. 16 – Gas 8th Revised Sheet No. 43 (Canceling 6th Revised Sheet No. 43, Effective February 8, 2018)

## **Terms and Conditions**

(Continued From Sheet No. 42.2)

- (9) If, at the written request of the Customer/Subdivider, the Company is able to perform boring to install gas mains under obstructions which were not removed according to Section (3) (A) above, the Customer/Subdivider shall pay the Company for the fully distributed cost of any such boring activities. Such boring expenses shall not be taken into account by the Company in the calculation of any deposit and the payment of such boring expenses by the Customer/Subdivider to the Company shall not be subject to refund. Obstructions may include, but are not limited to, un-sleeved road crossings or driveway aprons, landscaped parkways or other landscaping, fences, gates, walls, ponds, streams, parking lots and other physical or temporary structures or obstructions.
- (10) If, at the written request of the Customer/Subdivider, the Company is able to perform construction work outside of normal business hours, the Customer/Subdivider shall pay the Company for the estimated fully distributed cost to perform such construction work outside of normal working hours. Such incremental construction expenses shall not be taken into account by the Company in the calculation of any deposit and the payment of such charges by the Customer/Subdivider to the Company shall not be subject to refund.

#### \* Metering.

The Company will furnish, install, and maintain all metering equipment necessary for measuring and billing the gas supplied. Measurements resulting from or generated automatically by the Company's metering equipment, shall not provide notice to the Company or otherwise constitute actual or constructive knowledge on the part of the Company, that a dangerous condition is present on a Customer's premises.

The gas service supplied to the Customer under any rate shall be measured at a single point of delivery. Unless otherwise specified by the rate, where more than one point of delivery is required by the Customer, each point will be metered separately and billed as a separate account. A point of delivery is the outlet side of the metering installation on the Customer's premises.

The Customer shall provide a suitable space for the metering equipment which shall be readily accessible to employees of the Company for reading, testing, inspecting, or exchanging such metering equipment, and, when required, shall maintain a temperature of not less than 40° Fahrenheit in such space. Customer shall also permit Company access to Customer telephone lines for purpose of telemetering Customer's gas usage.

Meter tests and any billing adjustment for metering error shall be made in accordance with 83 Illinois Administrative Code Part 501.

## Customer Payment for Additional or Revised Facilities.

When, for existing non-residential Customers, additional or revised mains or other facilities (excluding service, meter, and regulator) are required to accommodate additional gas loads in excess of 50 therms per hour, the Company will make such changes or revisions, but will charge the Customer for that portion of the costs, exceeding 200 feet of free main, which is not economically feasible. The cost shall be considered not economically feasible where expected incremental revenues make it doubtful that a reasonable return, defined as being the rate of return allowed in the Company's most recent rate order, will be delivered from the required investment. In such cases, the Customer will provide a contribution, deposit, or some other form of contractual agreement, subject to Company approval, to make the required additional or revised facilities economically feasible.

When additional or revised mains or other facilities are required solely to accommodate requests for pressure higher than available and for the Customer's convenience, the Company may make such revisions at the Customer's expense, subject to operating considerations and economically available alternatives.

(Continued On Sheet No. 44)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Effective December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas 9th Revised Sheet No. 44 (Canceling 7th Revised Sheet No. 44, Effective October 8, 2019)

## **Terms and Conditions**

(Continued From Sheet No. 43)

#### LIMITATIONS OF SERVICE:

#### Resale Prohibited.

The Company will not furnish gas for resale, except for gas used for conversion to compressed natural gas (CNG). The term resale shall mean the furnishing of gas by a Customer to a third party where the gas so furnished is separately charged for or metered.

#### Redistribution of Gas.

The Customer may furnish gas for the use of third parties in a single building only, or a separate section of a building, which is unified physically and in operation, under circumstances which do not constitute resale. The furnishing of gas from metering facilities to an adjacent property or parcel under separate ownership is prohibited.

#### \* High Pressure Gas Service.

Gas is normally supplied by the Company from a main or service regulator. The company shall not provide service to any customer at a pressure, as measured at the outlet of the meter used to measure the customer's gas consumption, of less than 4 inches of water column or no more than 12 inches of water column except when customer requested a higher delivery pressure. Two pounds per square inch gauge pressure (2 PSIG), is available up to 1,500 CFH, if required, and where adequate pressure is available at the service regulator. In the Mississippi River District, gas is normally supplied at approximately two (2) pounds per square inch gauge pressure (2 PSIG).

The Company will provide gas at high pressure, where adequate high pressure is available, to non-residential Customers whose load exceeds 1,000 cubic feet per hour or whose installed equipment requires such higher pressure, upon agreement by the Company and the Customer. Such higher delivery pressure shall be supplied within the range of accuracy provided by a specified service regulator used by the Company.

For billing purposes, the volume of gas registered in cubic feet by the meter at a pressure in excess of 12 inches of water column shall be corrected to a basis of one-fourth (1/4) pound (0.25 pounds) per square inch above an assumed atmospheric pressure of 14.4 pounds per square inch, or 14.65 pounds per square inch absolute pressure. The Company reserves the right to correct gas deliveries to a temperature standard of 60 degrees Fahrenheit and to apply deviation factors for supercompressibility.

#### Continuous Service.

The Company will endeavor to furnish a regular supply of gas to the Customer, unless otherwise specified in the rate. The liability of the Company for damages arising out of service interruptions occurring in the course of furnishing service, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the fixed charges that would otherwise be billed to the Customer for the period of service during which such service interruption occurs. No other liability shall in any case attach to the Company, including any indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, production, revenues, profits, or goodwill, even if advised of the possibility of the same.

(Continued On Sheet No. 45)

Ill.C.C. No. 16 – Gas 2nd Revised Sheet No. 45 (Canceling 1st Revised Sheet No. 45, Effective April 11, 1996)

## **Terms and Conditions**

(Continued From Sheet No. 44)

#### \* Limitations on the Rendering of Gas Service.

In the event of a gas shortage or an interruption in the Company's gas supply for any reason, the Company shall be entitled: (1) to curtail deliveries of gas to any commercial or industrial Customer, whenever in its judgment such curtailment shall be necessary for the maintenance of gas service to the Company's residential and small commercial Customers; and (2) to allocate available gas supply among some or all of its remaining Customers, whenever in its judgment such supply shall be inadequate to provide gas service to all of such Customers in addition to its residential and small commercial Customers. In effecting any such curtailment or allocation of deliveries, the Company shall first curtail or discontinue the supply of gas to such Customers as commonly use large quantities of gas and are not engaged in an activity essential to health or safety, and where the gas not delivered can conveniently and readily be utilized by the Company to reduce any deficiency in the gas supply to its other Customers. The Company shall not be liable for any damage whatsoever by reason of any such curtailment or discontinuance or because of any shortness of advance notice given directing such curtailment or discontinuance.

(Continued On Sheet No. 46)

Ill.C.C. No. 16 – Gas 13th Revised Sheet No. 46 (Canceling 12th Revised Sheet, No. 46, Effective May 28, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 45)

#### TRANSPORTATION AND STORAGE PROVISIONS:

## Applicability.

Transportation and Storage Provisions applicable to Customers and Suppliers served under Rates 74, 75, 76, and 77 and Riders 13, 15, 16, 25 and 34.

## \* Initial Selection of Transportation Services.

Customers currently served on a sales service rate can select service under the provisions of Rider 25, Firm Transportation Service at any time prior to the conclusion of Docket No. 20-0606, which will prevent new entrants to Rider 25, Firm Transportation Service, as of the effective date of this tariff sheet.

Customers selecting a transportation service rate (Rates 74, 75, 76 and 77) or switching from a sales service rate to a transportation service rate must first have either 1) an appropriate telephone line installed as specified in the Rate, or 2) an existing metering location capable of receiving daily uninterrupted wireless communications, as a condition of service. Such contract shall be for service at a single premises or for an existing group of transportation Customers served under Rider 25, Firm Transportation Service. The contract shall specify an initial Storage Banking Service of 30 times the Customer's Maximum Daily Contract Quantity. Customers may stipulate a Firm Backup Service level, which shall not be reduced for a period of 12 months. As of May 1, 2023, Firm Backup Service will no longer be offered.

Upon the acceptance of a properly executed contract, the Company may install a daily usage recording device. For requests between May 1 and September 30, the Customer shall be placed on the requested Rate effective with the billing period beginning after acceptance of the contract. For requests accepted between October 1 and April 30, the Customer shall be placed on the requested Rate effective with the second billing period after acceptance of the contract.

Individual Customers may request to be added to a Group after the daily usage recording device is working properly. In the event the Customer's telephone line is not present or working properly or if other uninterrupted wireless communication is not available at the Customer's existing metering location at the time the recording device is to be installed, the Customer shall be placed on Rate 4 - General Service for a period of not less than 12 months.

#### **Termination of Transportation Service.**

Customers served under Rider 25 or a transportation service rate (Rates 74, 75, 76 and 77) may revert to sales service by submitting a completed Transportation Cancellation Letter of Agreement provided by the Company.

## Additional Facilities.

If additional facilities are required by the Company to deliver Customer-owned gas to the Customer's premises, the Customer shall reimburse the Company for all costs thereof prior to initiation of service hereunder.

#### Quality of Gas.

The quality of Customer-owned gas shall meet or exceed the specifications contained in 83 Illinois Administrative Code, Section 530.10 and Section 530.15. Customer-owned gas which does not meet such specifications shall be subject to the Company's approval and may be refused by the Company.

(Continued On Sheet No. 47)

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Ill.C.C. No. 16 – Gas 10th Revised Sheet No. 47 (Canceling 9th Revised Sheet No. 47, Effective May 28, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 46)

#### **Unaccounted-For Gas Adjustment.**

All Customer-owned gas delivered to the Company shall be reduced by the unaccounted-for gas percentage determined annually for the most recent 12 months ended June 30 to be effective the following September 1.

#### \* Maximum Daily Contract Quantity Determination.

The initial Maximum Daily Contract Quantity of a Customer without 12 months daily metering history, or for whom daily metering information is not available, shall be determined from the Customer's maximum billing period usage from the previous calendar year's billing history, adjusted to a 30-day basis, according to the following formula:

Peak Billing Period Therms x 30 Billing Period Days x 21

The initial Maximum Daily Contract Quantity of Customers with at least 12 months of daily metering history will be determined by the greater of:

- a. the highest daily usage from the previous 12 months as recorded by the metering device; or
- b. The results of a regression analysis on the usage of the most recent calendar year for January, February, and December as recorded by the metering device and applied to a 79-degree day.

Thereafter, annually, the Company shall predetermine the Maximum Daily Contract Quantity of Customers based on the previous calendar year. Customers shall be informed of the applicable Maximum Daily Contract Quantity by April 1 of each year. If the predetermined Maximum Daily Contract Quantity is within five (5%) percent of the previous year's Maximum Daily Contract Quantity, no change will be made. Prior to 2023, the Maximum Daily Contract Quantity so determined shall be effective for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1. Beginning in 2023, the Maximum Daily Contract Quantity so determined shall be effective for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after May 1. The Company may accept a change to a Customer's MDCQ provided it can be substantiated. The Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

Prior to May 1, 2023, to determine a Maximum Daily Contract Quantity for a Group served under Rider 16, Supplier Aggregation Service, base use heat use factors will be applied to a 79 degree day in January. As of May 1, 2023, Maximum Daily Contract Quantities for Customers served under Rider 15, Customer Select, will be determined using the methodology described above for all other Customers. For a group served under Rider 16, Supplier Aggregation Service, the MDCQ will be the sum total of the individual MDCQs of the Customers in the group.

#### Critical Day Definition.

A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

(Continued on Sheet No. 48)

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Ill.C.C. No. 16 – Gas 15th Revised Sheet No. 48 (Canceling 14th Revised Sheet No. 48, Effective May 28, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 47)

A Critical Day shall be declared by 8:00 A.M. the day prior to the Critical Day. The calling of a Critical Day shall be limited to the period from November 1 through April 30. Notice of a Critical Day will be posted on the Company's electronic bulletin board and via a recorded dial-in message. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the Critical Day.

## \* Operational Flow Order (OFO)

Prior to May 1, 2023, as provided for in Rider 16, Supplier Aggregation Service, the Company may impose an Operational Flow Order ("OFO") in order to adequately maintain its system. The Company shall first request Customers and Suppliers to voluntarily take actions to alleviate the supply situation that is threatening operational integrity, to the extent possible. If such voluntary actions do not alleviate the situation, the Company will implement an OFO. Customers and Suppliers will be notified of any OFO at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All OFOs will be posted on the Company's electronic bulletin board and via a recorded dial-in message. An e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the OFO.

On days when an OFO is imposed as a result of the Company needing Customers and Suppliers to decrease their nominations (OFO Surplus Day), non-Customer Select transportation Customers shall have their Required Daily Delivery Range defined as a minimum of zero (0) and a maximum equal to the lesser of their MDN or MDCQ.

On days when an OFO is imposed as a result of the Company needing Customers and Suppliers to increase their nominations (OFO Shortage Day), non-Customer Select transportation Customers shall have their Required Daily Delivery Range defined as a minimum equal to their usage on that day less any gas that is available to be withdrawn from their storage, up to a maximum of the Customer's Storage Withdrawal Factor (SWF) times 0.017 times the Customer's Storage Banking Service capacity, and a maximum of the Customer's MDCQ times two (2).

As of May 1, 2023, Operational Flow Orders are not applicable.

## Cap Day

The Company reserves the right to limit, on any day, the volumes of Customer-owned gas delivered into the Company's system when, in the Company's sole judgment, the total gas supply to be delivered into the Company's system may cause an adverse effect on system operations. Customers and Suppliers will be notified of any Cap Day at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All Cap Days will be posted on the Company's electronic bulletin board and via a recorded dial-in message. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the Cap Day.

#### **Priority of Supply**

On a Critical Day, an OFO Day (on any day an OFO is imposed), or a Cap Day, when operating conditions at any receipt point(s) are such that deliveries of gas to the Company would interfere with deliveries of gas stored by the Company or exceed the Company's take-away capacity, the Company shall accept gas supplies at that receipt point(s) in the following order: 1) firm pipeline capacity with the Company designated as primary delivery point; 2) firm pipeline capacity with the Company designated as secondary delivery point; and 3) interruptible transportation and authorized excess transportation. If gas supplies are such that all gas supplies in a given priority category cannot be accepted, the gas supplies in that priority category will be prorated.

(Continued On Sheet No. 49)

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Ill.C.C. No. 16 - Gas 14th Revised Sheet No. 49 (Canceling 13th Revised Sheet No. 49, Effective May 28, 2021)

### **Terms and Conditions**

(Continued From Sheet No. 48)

## \* Transportation Limitations and Amounts.

Prior to May 1, 2023, Daily Nominations will be accepted if received electronically by the Company no later than the North American Energy Standards Board Timely nomination deadline (1:00 P.M. Central Time) on the business day prior to the gas day the Nomination is to be effective. The deadline for Nominations by any method other than the Company's electronic bulletin board is 9:30 A.M. on the business day prior to the gas day the Nomination is to be effective.

Nominations will also be accepted if received electronically by the Company no later than 4:00 P.M. (Evening Cycle Nomination) on the business day prior to the gas day the Evening Cycle Nomination is to be effective, provided however, that the aggregate volume of Evening Cycle Nominations received does not exceed the available Evening Cycle quantity posted on the Company's electronic bulletin board by 2:30 P.M. For all gas days other than OFO Surplus or OFO Cap gas days, the Company shall make available a minimum of 200,000 therms of Evening Cycle Nominations in its 2:30 P.M. posting. Evening Cycle Nominations received in excess of the posted available volume will be adjusted downward on a prorated basis. Customers may request a correction to an inadvertent pipeline designation error, when available evening cycle nomination rights are insufficient, by contacting the nominations desk no later than 4:00 P.M. on the business day prior to the gas day when Evening Cycle Nominations become effective. Corrections shall be made as long as the total volumes scheduled by the Customer do not increase and the correction does not have any adverse operational impact on the Company.

Changes to daily Nominations necessitated by the pipeline interruptions of Customer-owned gas supplies will be accepted if received by the Company and verified by the pipeline no later than 8:00 A.M. of the day the Nomination change is to be effective. On a Critical Day or an OFO Day, Nominations will be accepted if received by the Company no later than 8:00 A.M. of the day the nomination change is to be effective.

As of May 1, 2023, Daily Nominations will be accepted if received electronically by the Company no later than the North American Energy Standards Board Timely nomination deadline (1:00 P.M. Central Time) on the calendar day prior to the gas day the Nomination is to be effective. The deadline for Nominations by any method other than the Company's electronic bulletin board is 9:30 A.M. on the calendar day prior to the gas day the Nomination is to be effective.

Nominations will also be accepted if received electronically by the Company no later than 4:00 P.M. (Evening Cycle Nomination) on the calendar day prior to the gas day the Evening Cycle Nomination is to be effective, provided however, that the aggregate volume of Evening Cycle Nominations received does not exceed the available Evening Cycle quantity posted on the Company's electronic bulletin board by 2:30 P.M. For all gas days other than a Cap Day, the Company shall make available a minimum of 200,000 therms of Evening Cycle Nominations in its 2:30 P.M. posting. Evening Cycle Nominations received in excess of the posted available volume will be adjusted downward on a prorated basis. Customers may request a correction to an inadvertent pipeline designation error, when available evening cycle nomination rights are insufficient, by contacting the nominations desk no later than 4:00 P.M. on the calendar day prior to the gas day when Evening Cycle Nominations become effective. Corrections shall be made as long as the total volumes scheduled by the Customer do not increase and the correction does not have any adverse operational impact on the Company.

(Continued On Sheet No. 49.1)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 49.1 (Canceling 1st Revised Sheet No. 49.1, Effective May 28, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 49)

#### Transportation Limitations and Amounts (Continued).

Changes to daily Nominations necessitated by the pipeline interruptions of Customer-owned gas supplies will be accepted if received by the Company and verified by the pipeline no later than 8:00 A.M. of the day the Nomination change is to be effective. On a Critical Day, Nominations will be accepted if received by the Company no later than 8:00 A.M. of the day the nomination change is to be effective.

#### **Nomination Decreases.**

As of May 1, 2022, any reduction made to the volume of gas nominated after the Timely nomination deadline (1:00 P.M. Central Time) has passed will be subject to the following Nomination Change Charges:

	Nomination Decrease (therms)	Fee (per therm)
Level 1	30,000 – 50,000	10% of the higher of: monthly GC or index price
Level 2	50,001 – 150,000	20% of the higher of: monthly GC or index price
Level 3	>150,000	40% of the higher of: monthly GC or index price

Fees assessed to the Supplier will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the daily index price for deliveries to the Chicago city-gates as published by Gas Daily for the applicable day. In the event Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

A nomination decrease will be determined by comparing a Supplier's Final confirmed nomination volume to the higher of their confirmed nomination for the Timely Cycle, or if applicable the Evening Cycle.

A Nomination Change Charge will not be applied on a Critical Day.

A Nomination Change Charge will be applied on a Cap Day, provided however, this charge will not be applied to nomination decreases that are made to comply with a Cap Day's allocated cut(s).

### \* Reallocation of Nominations.

As of May 1, 2023, Suppliers will have the right to reallocate nominations for the previous gas day subject to the following terms.

On the calendar day that the gas day ends, the Supplier will have the opportunity to electronically reallocate delivery volumes for the gas day that ended that morning at 9:00AM. The reallocation window is from 1:30PM – 3:30PM Central Time. Suppliers are allowed to adjust nominated pipeline supply across its end user accounts to correct variances and/or realign supply between accounts. The reallocation must result in a net zero change in nominations on each individual pipeline. Reallocation to other Suppliers is not allowed.

(Continued On Sheet No. 49.2)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 49.2 (Canceling 1st Revised Sheet No. 49.2, Effective May 28, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 49.1)

## \* Maximum Daily Nominations.

Prior to May 1, 2023, from November 1 through March 31 of each year, Nominations may not exceed two (2) times the Customer's Maximum Daily Contract Quantity (MDCQ). From April 1 through October 31 of each year, Maximum Daily Nominations (MDN) may not exceed the simple daily average of the Customer's usage for that calendar month in the immediately preceding year plus twenty-five (25) percent of the Customer's allowed storage capacity calculated on a daily basis. Such MDN information will be provided by the Company to the Customer. The Company shall accept anticipated monthly usage provided it is substantiated by the Customer.

The Company shall not, on any day, be obligated to accept Customer-owned gas at any location when Nomination of Customer-owned gas does not conform to procedures established herein.

As of May 1, 2023, Maximum Daily Nominations are not applicable.

#### \* Daily Storage Parameters.

As of May 1, 2023, the following daily storage parameters apply. Variations from the daily storage parameters are subject to daily cash-outs.

Daily Storage Activity Parameters (as % of Storage Capacity)				
	Minimum Injection	Maximum Injection	Minimum Withdrawal	Maximum Withdrawal
January	0.00%	0.30%	0.00%	1.00%
February	0.00%	0.30%	0.00%	0.85%
March	0.00%	0.30%	0.00%	0.60%
April	0.00%	0.30%	0.00%	0.30%
May	0.00%	0.45%	0.00%	0.30%
June	0.00%	0.50%	0.00%	0.30%
July	0.00%	0.45%	0.00%	0.30%
August	0.00%	0.70%	0.00%	0.30%
September	0.00%	0.70%	0.00%	0.30%
October	0.00%	0.70%	0.00%	0.30%
November	0.00%	0.30%	0.00%	0.40%
December	0.00%	0.30%	0.00%	0.85%

On the calendar day before each gas day, the Company will provide each Supplier the Daily Storage Activity Parameters for the Customer or Group for the next gas day. This information will be made available for Suppliers to access electronically.

(Continued On Sheet No. 49.3)

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 49.3
(Canceling 1st Revised Sheet No. 49.3, Effective May 28, 2021)

### **Terms and Conditions**

(Continued From Sheet No. 49.2)

The Company reserves the right to adjust the daily storage parameters as necessary to maintain operational integrity of the system. Customers and Suppliers will be notified of any adjustment to daily storage parameters at least two (2) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All adjustments will be posted on the Company's electronic bulletin board. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the adjusted parameters.

## \* Monthly Storage Parameters.

As of May 1, 2023, the following monthly storage parameters apply. Variations from the monthly storage parameters are subject to monthly cash-outs.

Month-End Storage Inventory Balance Parameters			
	Minimum*	Maximum*	
January	35%	45%	
February	10%	25%	
March	0%	10%	
April	0%	10%	
May	10%	20%	
June	20%	30%	
July	30%	40%	
August	50%	60%	
September	70%	80%	
October	85%	100%	
November	75%	90%	
December	55%	70%	
* Inventory Balance as a % of Storage Capacity			

The Company reserves the right to adjust the monthly storage parameters as necessary to maintain operational integrity of the system. Customers and Suppliers will be notified of any adjustment to monthly storage parameters at least twenty-four (24) hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. All adjustments will be posted on the Company's electronic bulletin board. A courtesy e-mail notification will be made to customers requesting such notification and providing appropriate contact information. However, failure to receive e-mail notification shall not reduce the customer's obligations to comply with the adjusted parameters.

(Continued On Sheet No. 49.4)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 49.4 (Canceling 1st Revised Sheet No. 49.4, Effective May 28, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 49.3)

## \* Daily and Monthly Cash-Out Charges.

As of May 1, 2023, the following cash-out parameters will apply for variations from the Daily and Monthly Storage Parameters. The daily cash-out parameters will apply on any day other than a Critical Day. The variations from storage parameters will first be billed at Tier 1, with any additional variances billed at Tier 2 and Tier 3 if applicable.

Daily Cash-Out Charges:

		Cash-Out Prices (per therm)		
	Variance from Maximum Storage Parameter	Company Buys from Customer/Supplier at	Company Sells to Customer/Supplier at	
Tier 1	0 to +10%	100% of the lower of: monthly GC or index price	100% of the higher of: monthly GC or index price	
Tier 2	>+10% to +20%	85% of the lower of: monthly GC or index price	115% of the higher of: monthly GC or index price	
Tier 3	>+20%	60% of the lower of: monthly GC or index price	140% of the higher of: monthly GC or index price	

Daily cash-out prices will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the daily index price for deliveries to the Chicago city-gates as published by Gas Daily for the applicable day. In the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

(Continued On Sheet No. 49.5)

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 49.5
(Canceling 1st Revised Sheet No. 49.5, Effective May 28, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 49.4)

Monthly Cash-Out Charges:

			Cash-Out Prices (per therm)	
	Variance from Minimum Storage Parameter	Variance from Maximum Storage Parameter	Company Buys from Customer/Supplier at	Company Sells to Customer/Supplier at
Tier 1	-5% to 0%	0% to +5%	100% of the lower of: monthly GC or index price	100% of the higher of: monthly GC or index price
Tier 2	-10% to <-5%	>+5% to +10%	85% of the lower of: monthly GC or index price	115% of the higher of:monthly GC or index price
Tier 3	<-10%	>+10%	60% of the lower of: monthly GC or index price	140% of the higher of: monthly GC or index price

Monthly cash-out prices will be based on either the monthly Nicor Gas Rider 6 Gas Cost (GC) or the average of the daily index prices for deliveries to the Chicago city-gates as published by Gas Daily for the applicable month. In the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

## \* Order of Deliveries.

Prior to May 1, 2023, on any day, gas shall be delivered to the Customer as follows:

- a. Requested Authorized Use;
- b. Deliveries of Customer-owned gas to the Company from an interstate pipeline;
- c. Customer-owned gas withdrawn from storage under provisions of Storage Banking Service;
- d. Company-supplied gas under the Firm Backup Service;
- e. Authorized Use; and
- f. Unauthorized Use or OFO Non-Performance use.

As of May 1, 2023, on any day, gas shall be delivered to the Customer as follows:

- a. Deliveries of Customer-owned gas to the Company from an interstate pipeline;
- b. Customer-owned gas withdrawn from storage under provisions of Storage Banking Service;
- c. Company-supplied gas purchased through the Daily Cash-Out provision of the Terms and Conditions;
- d. Authorized Use; and
- e. Unauthorized Use.

(Continued On Sheet No. 50)

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Ill.C.C. No. 16 - Gas 14th Revised Sheet No. 50 (Canceling 13th Revised Sheet No. 50, Effective May 28, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 49.5)

#### \* Storage Banking Service and Firm Backup Service.

Prior to May 1, 2023, supplies for Critical Day use may be contracted for under Storage Banking Service (SBS) and Firm Backup Service (FBS). The Storage Banking Service capacity selected must be a minimum of 1 times the Customer's MDCQ. SBS capacity up to 30 times the Customer's MDCQ will be available. Additional SBS capacity greater than 30 times the Customer's MDCQ may be requested. Unsubscribed SBS capacity (as determined by the Company) will be allocated by the Company to all Customers requesting capacity exceeding 30 times their MDCQ.

As of May 1, 2023, Firm Backup Service will no longer be offered.

Prior to May 1, 2023, on November 1, a Customer that can annually subscribe to SBS shall have their elected SBS capacity filled to a minimum of ninety (90) percent. A Storage Withdrawal Factor (SWF), expressed as a numerical value not to exceed 1.0, shall be determined by dividing the Customer's November 1 SBS inventory balance by 90% of their then effective SBS capacity. Any SWF value greater than or equal to 1.0 shall be 1.0. Any SWF less than 1.0 shall be rounded up to the next 0.01. A Customer's SWF shall be effective beginning November 15 of each year. From November 1 through 14, a Customer's SWF shall be one (1.0). A Customer's SWF shall be applied to their individual SBS withdrawals rights and serve to reduce their withdrawal rights on any Critical Day or OFO Shortage Day. Customers taking service under Rider 25 shall have their SWF computed based on the billing period which either crosses November 1 or includes November 1 as the bill ending date, however, such SWF shall only be applicable should Customer subsequently subscribe to transportation service under Rates 74, 75, 76 or 77.

Therms available for withdrawal from storage on a Critical Day or OFO Shortage Day shall be limited to a Customer's SWF times 0.017 times the Customer's Storage Banking Service capacity. Storage withdrawals are deemed to occur when Customer usage exceeds any available Requested Authorized Use and Customer-owned gas delivered.

As of May 1, 2023, Customers will need to comply with the Company's Daily and Monthly Storage Parameters. On a Critical Day, the Storage Withdrawal Factor will no longer be applicable, therefore, withdrawal rights are limited to 0.017 times the Customer's Storage Banking Service capacity.

Prior to May 1, 2023, a Customer may contract for delivery of Company-supplied gas under Firm Backup Service. The Company will provide gas up to the Firm Backup Service quantity on any day, including a Critical Day. As of May 1, 2023, Firm Backup Service will no longer be offered.

Prior to May 1, 2023, the Customer shall specify the SBS and FBS levels when initially contracting for service under any transportation rate, with the exception of Rider 25. As of May 1, 2023, Firm Backup Service will no longer be offered.

Prior to May 1, 2023, a request for a transfer to a firm sales service rate, or a rate or rider which provides for a higher level of SBS or FBS, will be treated as a request for a change in the SBS or FBS. As of May 1, 2023, FBS will no longer be offered.

(Continued On Sheet No. 50.1)

Ill.C.C. No. 16 - Gas 10th Revised Sheet No. 50.1 (Canceling 9th Revised Sheet No. 50.1, Effective May 28, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 50)

### \* Storage Banking Service and Firm Backup Service (continued).

Prior to May 1, 2023, an entity taking service at more than one location may contract for service as a Group. Each member of the Group shall individually contract for SBS and FBS. Nominations, SBS and FBS will be monitored at the group level in aggregate. However, on a Critical Day or an OFO Shortage Day, Customers will be monitored on an individual basis for compliance with SBS and FBS selections. Customers electing service under Rider 25 will not be permitted to form a group with Customers electing service under any other transportation rate.

As of May 1, 2023, an entity taking service at more than one location may contract for service as a Group. Nominations and SBS will be monitored at the group level in aggregate. However, on a Critical Day, Customers will be monitored on an individual basis for compliance with SBS.

#### \* SBS and FBS Selections.

Prior to May 1, 2023, annually, by March 1, the Company shall notify Customers of their Storage Banking Service (SBS) capacity and Firm Backup Service (FBS) quantity. SBS capacity will be shown at the higher of 30 times the Customer's Maximum Daily Contract Quantity (MDCQ) or the Customer's requested amount. Any change to the SBS capacity or FBS quantity, as shown on the Company's notice, must be requested by April 1 and be based on the MDCQ effective June 1. A Customer's previous request for SBS will be considered each April 1 regardless of whether or not the Customer's request was accepted for the current period. The Company will notify Customers of additional SBS capacity awarded by May 1 and will accept a change to FBS quantity prior to June 1.

Requests for higher SBS and FBS levels will be treated in the same manner as requests by a new Customer of similar size requesting service. Requests for reduced SBS and FBS levels, as provided for in the Tariff, will be permitted. If any change can be accommodated without impairing the Company's operations or adversely affecting costs, in the Company's discretion, such change will be permitted on a mutually agreeable date. Any accepted increase in FBS service shall be for a period of not less than 12 months and any requests to reduce FBS will not be allowed until the anniversary date following the 12-month period. If no such notification is received, in writing, from Customer, current selections will stay in effect for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1. The Company reserves the right to lower a Customer's service selections if current selections are in violation of these rates and riders based on the Customer's predetermined MDCQ.

As of May 1, 2023, Firm Backup Service (FBS) will no longer be offered. If a Customer is served on Rate 75 and selects Storage Option 2, no SBS capacity will be assigned.

Annually, by March 1, the Company shall notify Customers of their Storage Banking Service (SBS) capacity. SBS capacity will be shown at the higher of 30 times the Customer's Maximum Daily Contract Quantity (MDCQ) or the Customer's requested amount. Any change to the SBS capacity, as shown on the Company's notice, must be requested by April 1 and be based on the MDCQ effective May 1. A Customer's previous request for SBS will be considered each April 1 regardless of whether or not the Customer's request was accepted for the current period. The Company will notify Customers of additional SBS capacity awarded by May 1.

(Continued On Sheet No. 51)

Ill.C.C. No. 16 - Gas 10th Revised Sheet No. 51 (Canceling 9th Revised Sheet No. 51, Effective May 28, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 50.1)

Requests for higher SBS levels will be treated in the same manner as requests by a new Customer of similar size requesting service. Requests for reduced SBS, as provided for in the Tariff, will be permitted. If any change can be accommodated without impairing the Company's operations or adversely affecting costs, in the Company's discretion, such change will be permitted on a mutually agreeable date. The Company reserves the right to lower a Customer's service selections if current selections are in violation of these rates and riders based on the Customer's predetermined MDCQ.

#### \* Requested Authorized Use.

Prior to May 1, 2023, Requested Authorized Use shall be available only upon prior request by the Customer and upon authorization by the Company. Authorization shall be granted only on a daily basis in volumes not to exceed the Maximum Daily Contract Quantity. Requested Authorized Use gas shall be accounted for as the first gas delivered on any day for which it has been authorized. If the volume of such Requested Authorized Use is greater than the Customer's usage on any day, the difference shall be accounted for as Customer-owned gas in storage. Requested Authorized Use is not applicable to Rider 25 customers.

Authorization shall be granted only upon determination by the Company that availability of Requested Authorized Use gas will not adversely affect the Company's operations or its cost of gas supplies.

As of May 1, 2023, Requested Authorized Use will no longer be available.

#### \* Authorized Use.

Authorized Use in a billing period shall be the sum of Daily Authorized Use.

Prior to May 1, 2023, daily Authorized Use shall be usage on any day, other than a Critical Day or an OFO Shortage Day, in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted-for gas; (c) Customer storage withdrawals; and (d) the contracted for quantity of Firm Backup Service.

Daily Authorized Use shall also be usage on any Critical Day or an OFO Shortage Day of any Company-owned gas within the limitations of the Storage Banking Service. Authorized Use on any Critical Day or an OFO Shortage Day outside the limitations of the Storage Banking Service is not available.

As of May 1, 2023, daily Authorized Use shall be usage on any Critical Day of any Company-owned gas in excess of volumes of Customer owned gas, within the limitations of Critical Day withdrawal rights.

## \* Unauthorized Use.

Unauthorized Use in a billing period shall be the sum of Daily Unauthorized Use.

Prior to May 1, 2023, daily Unauthorized Use shall be usage on any Critical Day in excess of the sum of: (a) Requested Authorized Use; (b) the volume of Customer-owned gas delivered to the Company less unaccounted for gas; (c) storage withdrawals as limited by SBS; (d) the contracted for quantity of Firm Backup Service; and (e) Authorized Use within the limitations of the SBS.

As of May 1, 2023, daily Unauthorized Use shall be usage on any Critical Day in excess of the sum of: (a) the volume of Customer-owned gas delivered to the Company less unaccounted for gas; (b) storage withdrawals as limited by SBS; and (c) Authorized Use within the limitations of the SBS.

(Continued On Sheet No. 52)

Ill.C.C. No. 16 - Gas 14th Revised Sheet No. 52 (Canceling 13th Revised Sheet No. 52, Effective May 28, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 51)

Payment of the additional charge for Unauthorized Use shall not, under any circumstances, give the Customer the right to Unauthorized Use, nor shall such payment exclude or limit the Company's right to discontinue service to the Customer for Unauthorized Use.

Unauthorized Use which causes interference with the Company's operations or service to any other Customer of the Company shall make the Customer subject to termination of gas service hereunder upon one (1) hour notice from the Company.

#### **Customer-owned Gas.**

Customer warrants that it owns and has clear title to all Customer-owned gas delivered to the Company for transportation and/or storage under any rate or rider. Customer grants Company a first lien upon and security interest in all Customer-owned gas delivered to the Company, as security for payment of all current and future charges of the Company under any rate or rider.

If bankruptcy or other insolvency proceedings are commenced by or against a transportation/storage Customer, all gas transported and gas used by Customer after commencement of the bankruptcy/insolvency proceedings shall be separately billed and accounted for. A Customer who desires to continue receiving gas service during the pendency of such proceedings shall immediately notify the Company of the proceedings, provide adequate assurance of payment for post-petition sales or transportation service and comply with the provisions of the applicable rate/riders, including but not limited to maintaining any required minimum storage balance.

#### \* Finaled Accounts of Transportation/Storage Customers.

An account is considered finaled when the customer is no longer receiving any service from the Company at the existing premises. Prior to May 1, 2023, for finaled accounts, Transportation/Storage customers will have the option of: 1) transferring the storage balance to another account of common ownership; or 2) having the gas valued at the price reported in <a href="Natural Gas Week">Natural Gas Week</a>, or a similar publication if <a href="Natural Gas Week">Natural Gas Week</a>, or a similar publication if <a href="Natural Gas Week">Natural Gas Week</a> is not available, for Chicago area spot gas times 0.90. The price used will be the most current published price prior to the date the account was finaled, with the value applied first to payment of any unpaid charges under any rate or rider.

In the event the account is finaled due to bankruptcy, gas in storage shall be valued as in 2) above, with the value applied first to payment of any unpaid charges under any rate or rider. Any amounts remaining after payment of unpaid charges will be forwarded to the Customer or as directed by a court of competent jurisdiction.

As of May 1, 2023, for finaled accounts of Transportation/Storage customers the gas will be valued as described in the Valuing of Gas in Storage section of the Terms and Conditions. In the event the account is finaled due to bankruptcy, gas in storage shall be valued as in the Valuing of Gas in Storage section of the Terms and Conditions, with the value applied first to payment of any unpaid charges under any rate or rider. Any amounts remaining after payment of unpaid charges will be forwarded to the Customer or as directed by a court of competent jurisdiction.

(Continued On Sheet No. 52.1)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 52.1 (Canceling 1st Revised Sheet No. 52.1, Effective May 28, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 52)

## \* Valuing of Gas in Storage.

As of May 1, 2023, if a transportation Customer leaves an existing group to join a different group or move to sales service, gas in storage will transfer with the Customer. The volume of gas that will transfer with the Customer will be based on the minimum Monthly Storage Parameters as described in the Terms and Conditions as of the day the Customer moves. Should the Customer move within a month, the volume of gas that will transfer with the Customer will be prorated based on the number of days in the month.

If a Customer is served as an individual transportation account and joins a group or moves to sales service, the Customer's entire gas in storage volume will transfer with the Customer.

If a Customer moves from sales service to transportation, gas in storage will transfer with the Customer. The volume of gas that will transfer with the Customer is based on the minimum Monthly Storage Parameters as described in the Terms and Conditions as of the day the Customer moves. Should the Customer move within a month, the volume of gas that will transfer with the Customer will be prorated based on the number of days in the month.

A value will be assigned to the volume of gas transferred and calculated by multiplying 1) the volume of gas transferred, and 2) the applicable weighted average price of gas. The average price of gas for each May through April period will be weighted using the monthly averages of daily index prices for deliveries to the Chicago city-gates as published by Gas Daily for the months May through October and the minimum Monthly Storage Parameters as described in the Terms and Conditions effective for the months May through October. In the event that Gas Daily is unavailable, then a reported Chicago city-gate price of another similar publication, as determined in the Company's sole discretion, shall be used.

### Fee for Group Changes.

A \$25.00 service fee shall be assessed to any Customer entering or leaving a previously established group. Group changes related to the elimination of Rider 25 will not incur this fee.

#### Telephone and Wireless Communication Service Outages.

Company reserves the right to bill Customers for each service call to investigate or repair the recording device if such service call is the sole result of a Customer's telephone line service outage or other wireless communication service interruptions not caused by the Company. Frequent or prolonged telephone service outages or repeated interruptions in other wireless communication equipment due to the Customer's negligence or failure to properly protect the Company's communications equipment may result, at the sole discretion of the Company, in the Customer being removed from their current rate and placed on either Rate 4 or Rate 5 Sales Service, for a period of 12 months.

(Continued On Sheet No. 52.5)

Ill.C.C. No. 16 - Gas 13th Revised Sheet No. 52.5 (Canceling 11th Revised Sheet No. 52.5, Effective April 25, 2022)

## **Terms and Conditions**

(Continued From Sheet No. 52.1)

### Use of Company Supplies.

Transportation Customers relying on Authorized Use to meet substantially all of their usage requirements for an extended period will be transferred to utility sales service.

## **Excess Storage Balance Transfers.**

Prior to May 1, 2023, an Agent, Customer or Group Manager may request a transfer of any excess storage balance as of the end of a billing period to another Customer or Group manager. The selling party must submit the request, in writing, specifying the therms to be transferred, and the accounts transferring and receiving the storage balance. Requests for transfers of excess storage will be accepted up to 20 days after the date of issue of the bill containing the excess storage charge. Such excess balance transfer shall be effective with the beginning storage balance for the month in which the request is made. A fee of \$15.00 will be assessed to the account from which the transfer is being made. As of May 1, 2023, excess storage balance transfers will no longer be available.

### **Trading of Stored Gas.**

Prior to May 1, 2023, for customers served under the following applicable rates 74, 75, 76, 77 and Riders 13, 25 and 34, an Agent, Customer or Group Manager may, at the end of a billing period, request a transfer of a quantity of gas in storage to any other rate 74, 75, 76, 77 or Rider 13, 25 or 34 account to be effective with the beginning of the next billing period. The transferring party must submit the request, in writing, specifying the quantity of therms to be transferred, the transferring account or group number and the account or group number receiving the equal quantity of stored gas. Transfers may not result in less than a zero (0) balance for the transferring party or an excess storage condition for the receiving party. Transfers may not eliminate imbalance penalties. Requests for transfers must be received no later than fifteen (15) days after the issue date of the prior bill. Storage balance transfers for both the transferring and receiving customer shall be effective with the beginning storage balance for the subsequent bill period after which the request is made. A fee of \$15.00 will be assessed to the account from which the transfer is being made. As of May 1, 2023, trading of stored gas will no longer be available.

#### Transfers of SBS and FBS.

Prior to May 1, 2023, An Agent, Customer, or Group Manager may request to transfer a quantity of Storage Banking Service (SBS) capacity, including its associated withdrawal rights, or Firm Backup Service (FBS) therms from a Customer served under Rate 74, 75, 76 or 77 to another Customer served under Rate 74, 75, 76 or 77. The transferring party must make the request, in writing, specifying the SBS capacity or FBS therms to be transferred, and the transferring and receiving accounts. The transfer will be effective for each party on the first day of the billing period after the request is received by the Company and will stay in effect for the remainder of the contract period or until another transfer is initiated. Customers must retain a minimum SBS capacity of 1 MDCQ. A fee of \$35.00 will be assessed to the account from which a transfer is being made. As of May 1, 2023, transfer of SBS and FBS will no longer be available.

# \* Third Party Billing Service.

Any third party desiring to have the Company to include its charges to the customer on the Company's bill shall enter into the Company's standard contract that stipulates the procedures to be followed. The Company will provide up to six (6) standard lines of text that may be used by the third party. The Company will process customer payments in a timely manner and will electronically forward payments to the third party's bank account and notify the third party of the customer's payment on a daily basis. The fee for billing and payment processing will be \$0.30 per bill. If the third party would like additional services with respect to billing, the Company and third party will negotiate in good faith the fees for such additional services. The Company will report these additional services and fees to the Illinois Commerce Commission as assurance that any such additional services and fees are being offered on a non-discriminatory basis.

(Continued On Sheet No. 53)

Ill.C.C. No. 16 - Gas 6th Revised Sheet No. 53 (Canceling 4th Revised Sheet No. 53, Effective January 18, 2002)

	Terms and (	Conditions	
	*(Continued From	Sheet No. 52.5)	_
Nicor Gas	``		Company Use Only Sequence ID
Transportation Cancellatio	n Letter of Agreement		
Dear Nicor Gas: You, Nicor Gas ("Nicor Gas"	") and I, the Customer ("Customer"), are parties to a contract	for Transportation Service.	
responsible for notifying my	r this Transportation Service Contract by executing this Lette broker or supplier that I am canceling transportation service a uding any remaining monthly administration fees and/or teler	nd returning to sales service, and tha	t I am responsible for any outstanding
certain accounts in my group	we a multiple accounts contract with Nicor Gas, I have the opt which I have listed on the reverse side of this Letter of Agree oup, my account will be assessed a group change fee.		
I wish to cancel my existing	Transportation Service Contract for the account(s) checked:		
☐ I wish to cancel	Entire Group  Ving options:  I on transportation service and pay applicable charges under F  my contract effective with the first complete billing period su  Nicor Gas any Customer-owned gas received or stored on b	absequent to the date this Letter of Ag	greement is received by Nicor Gas,
	rrant that I have clear title to any such assigned gas and agree		
2. Certain Accoun	ts within a group. List accounts on reverse side.		
Letter of Agreement, and that	of Agreement, I understand and agree to cancel Transportation t such account(s) will return to sales service. I further undersubject to the date this Agreement becomes effective.		
Maximum Daily Contract Quantity Maximum Daily Nomination:	(MDCQ)		
•		Aug	Sept
		For the Customer - Yellow Shad	ded Area Required
or the Company		Date	
Date received from customer		Customer Name	
ccepted by		Print Name	Signature
Official Capacity		Official Capacity	
Date Accepted		Telephone Email Address	Fax
		Nicor Gas Account or Group No.	

(Continued On Sheet No. 54)

Filed with the Illinois Commerce Commission on February 1, 2018 Issued pursuant to Order of the Illinois Commerce Commission entered January 31, 2018 in Docket No. 17-0124 Items in which there are changes are preceded by an asterisk (\*)

Effective February 8, 2018 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

New Billing Address, if applicable

Ill.C.C. No. 16 - Gas

21st Revised Sheet No. 54 (Canceling 19th Revised Sheet No. 54, Effective November 24, 2021)

#### **Terms and Conditions**

(Continued From Sheet No. 53)

#### \*BILL FORMAT



## nicorgas.com/myaccount 888-Nicor4U (888.642.6748)

#### Account Summary for Sample Residential Customer Account Number: 99-99-99-9999 9 Meter Number: 0000000 Service Address: 123 Street Address, Anytown Bill Period: 12/01/23 - 12/31/23 (30 days) Bill Issue Date: 01/01/2024 Total Previous Balance \$34.83

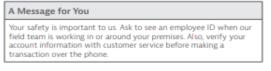
Payment Received 12/12/2023 - Thank you! -\$34.83 New Charges - Utility \$124.30

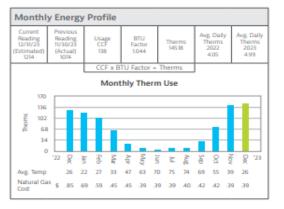
Total Amount Due by 01/22/2024

#### New Charges - Residential - Heat Rate 1: Residential Service

Delivery Charges 12/01/2023 - 12/31/2023

Delivery entarges injuries in injuries	+03.07
Monthly Customer Charge	\$18.88
All Therms 140.10 @ \$0.2134 =	\$29.90
Environmental Cost Recovery 140.10 @ \$0.0159 =	\$2.23
Tax Cost Adjustment 140.10 @ \$(-0.0003) =	\$0.04
Volume Balancing Adjustment 140.10 @ \$0.0068	\$0.95
Franchise Cost Adjustment	\$0.23
Energy Efficiency Program 140.10 @ \$0.0046	\$0.64
Qualified Infrastructure Chrg \$50.31 @ 0.00%	\$0.00
TotalGreen 140.10 @ \$0.0734	\$10.28
Natural Gas Cost	\$51.84
December @ 140.10 Therms x \$0.37	
Taxes	\$9.39
Municipal Utility Tax for Anytown \$114.91 @ 5.15%	\$5.92
Utility Fund Tax \$114.91 @ 0.1%	\$0.11
State Revenue Tax 140.10 @ \$0.024 =	\$3.36
Total	\$124.30





Please see the reverse side of this bill for additional billing explanations.

Please do not include written inquires as the stub is processed by machine. Return this portion with your check made payable to Nicor Gas.

\$63.07



P.O. Box 2020 Aurora, IL 60507- 2020 Please circle an amount to add a one-time charitable donation to Sharing:

\$10 \$25 \$50

Account Number 99-99-99-9999 0 To sign up for the Budget Plan, pay \$45.00

Payment due by 01/22/2024 \$124.30

Current bill \$124.30 due by 01/22/2024

թակարիթիվույկնիկիկակինիկինութիւթյիլ

Sample Customer 123 Street Address Anytown, IL 60152-3220

> PO BOX 5407 Carol Stream, IL 60197-5407 իրթարանակերթգնահերագրիվթիրկերգունցիկ

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(Continued On Sheet No. 55)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to Order of the Illinois Commerce Commission Entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Effective December 1, 2023 Issued by - Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas

23rd Revised Sheet No. 55 (Canceling 21st Revised Sheet No. 55, Effective November 24, 2021)

## **Terms and Conditions**

(Continued From Sheet No. 54)

#### \*BILL FORMAT



IF YOU SMELL GAS: If you suspect a gas leak: Leave the house immediately. Don't use your phone; call Nicor Gas for assistance at 888.Nicor4u (888.642.6748) from a neighbor's house. Don't light a match. Don't turn on a light. Don't switch on anything electrical

#### !DANGER! Certain Older Gas Connectors May Be Dangerous!

Gas connectors are corrugated metal tubes used to connect gas appliances in your home to fuel gas supply pipes. Some older brass connectors have come apart, causing fires and explosions resulting in deaths and injuries. These older brass connectors have a serious flaw in how their tubing was joined to their end pieces. Ow time, the end pieces can separate from the tubing and cause a serious gas leak, explosion or fire. To our knowledge, these dangerous uncoated brass connectors have not been made for more than 20 years, but many of them are still in use. The older these connectors get, the greater the possibility of failure. Although not all uncoated connectors have this flaw, it is very difficult to tell which ones do. Therefore, any uncoated brass connector should be replaced immediately with either a new plastic-coated brass or a new stainless steel connector. Connectors can wear out from too much moving, bending or corrosion. Connectors should always be replaced whenever the appliance is replaced or moved from its location.





WARNING: Only a qualified professional should check your connector and replace it if needed. Don't try to do this yourself! Moving the appliance, even slightly, whether WARNING: Only a quantiled professional and an expension of these older weekened connectors, possibly resulting in a dealing in the department to clean behind it or to inspect its gas connector, can cause the complete failure of one of these older weekened connectors, possibly resulting in a dealing in the department to clean behind it or to inspect its gas connector, can cause the complete failure of one of these older weekened connectors, possibly resulting in a dealing in the department of the connector of the connector of the connector of these older weekened connectors, possibly resulting in a dealing in the department of the connector of t

#### ILLINOIS COMMERCE COMMISSION

Consumer Services Div. 800.524.0795

The Consumer Services Division is available to assist customers and help resolve disputes with Nicor Gas; however, customers must first contact Nicor Gas before seeking assistance.

#### HOW TO READ YOUR METER

- Read the numbers for each dial going from right to left.
- 2. Always read the numbers in the direction the arrow on the dial is pointing.
- 3. If the pointer is between two numbers, always select the small number, unless the pointer is between 0 and 9, then select 9.
- 4. If a pointer is directly on a number, look at the dial to its ediate right. If its pointer has not passed zero, record the lower number.

5. To enter your meter reading, visit nicorgas.com/myaccount.





Auto Payment - You can have the amount of your gas bill paid on the due date. Sign up at nicorgas.com.

Options - Pay your bill by computer, mobile device, telephone or at a payment agent using your bank account, debit or credit card. Mailed check payments authorize the Company to make a one-time electronic debit or debit re-presentment from your bank in the amount designated.

Visit nicorgas.com or call 888.642.6748 for more information.

Payment Arrangement - If you are behind on your gas bill payments, you may be eligible to establish a Deferred Payment Arrangement (DPA). Failure to pay DPA installments when due can result in default nicorgas.com/myaccount or call 888.642.6748.

Security Deposits - In accordance with the Illinois Administrative Code Part 280, Nicor Gas may request a cash security deposit under the following circumstance history of late payments, failure to pay final bill at a prior address, service disconnection due to non-payment, meter tampering, or other reasons.

Sharing - A charitable program designed to help people amount to your payment.

Municipal Use Tax - Some municipalities charge this tax based on your gas use. Your local municipality has an ordinance requiring collection of this tax.

Municipal Utility Tax - Some municipalities charge this tax based on utility revenue. It is authorized by Section 8-11-2 of the Illinois Municipal Code and is applied according to the local

State Revenue Tax - This is mandated by the State of

State Use Tax - This tax is imposed on natural gas sed outside of Illinois for use or consumption in Illinois. Utility Fund Tax - This funds the ICC, which regulates all tilities and is mandated by the state

## DEFINITION OF TERMS (for more information visit nicorgas.com)

Actual Meter Reading - A read was obtained via automated reading technology or a field employee.

Additional Products & Services - Non-utility charges

Adjustments/Other Charges - Adjustments such a credits or additional charges to your bill due to correcte billing, earned interest, late payment charges, LIHEAP, or

Average Temperature - Average daily temperature during your billing period. The average temperature can help explain the amount of gas used throughout the month.

Balancing and Storage Adjustment - Customer Select customers are assessed this adjustment based on usage. The adjustment may change each month and is filed with the

BTU Factor – A factor which expresses the amount of heat content a CCF of gas contains. The BTU factor is applied to convert a volume of gas in CCF into therms and may change

Budget Plan - This plan spreads your estimated annual gas costs over 12 monthly payments.

slightly from month to month

Approximately every four months we evaluate your account and may adjust your monthly payment for changes in payments to sign up.

Budget Plan Amount Due - The monthly Budget Plan payment amount must be remitted by the bill due date in order to remain on the Budget Plan. Failure to pay the monthly Budget Plan payment amount due by the bill due date may result in removal from participation in the

Tax Cost Adjustment - A charge or credit that is pas along to customers for the Variable Income Tax Adjustment and Variable Tax Cost Adjustment Riders.

CCF (100 cubic feet) - A measure of the volume of gas

Customer Read - You reported your meter reading to us.

Delivery Charges - These charges cover our operating and distribution costs. A portion of these charges varies from month to month based on your natural gas usage.

Efficiency Program Charge - A charge that pays for related to energy efficiency programs as approved by the Illinois Commerce Commission.

Energy Profile - Comparison between the current billing period and your gas usage for the same period last year as well as a chart showing your monthly gas usage, average temperature and gas supply charges for the past 12 months,

Environmental Recovery Cost - Covers our costs for the environmental investigation and cleanup of former manufactured gas plants. Nicor Gas receives no profit from

Estimated Meter Reading - Your reading was estimated based on previous use and the weather.

Any difference between your actual use and estimated use is automatically corrected when we obtain an actual reading. Franchise Cost - A charge for municipal franchise

Governmental Agency Adjustment - An adjustment for governmental fees and added costs, excluding franchise costs. The charge may change each month and is filed with the Illinois Commerce Commission (ICC).

Meter Exchange - If we exchanged your meter, this note is based on the reading of the meter we

Monthly Customer Charge - A minimum monthly charge that pays for some of the fixed costs for providing service even when you do not use any gas. This includes charges from the State of Illinois that funds energy assistance programs, renewable energy grants, and adjustments allowed by IL Public Act 96-0033.

Natural Gas Cost - The price we pay our suppliers for the natural gas we purchase and deliver to your home or business. The price, which includes applicable adjustments allowed by ILz Public Act 96-0033, ricalendar month, and is filed with the ICC.

Pressure Factor - If you require higher than normal gas pressure, the pressure factor is a multiplier that adjusts for increased gas volumes flowing through a meter.

Qualified Infrastructure Charge - A charge that pays for the costs of qualified infrastructure investme under Section 9-220.3 of the Public Utilities Act.

Therm - A therm is the basic unit for measuring your natural gas consumption.

TotalGreen - A voluntary program that enables participating customers to reduce or offset emissions of their natural gas

Transportation Service Credit - A credit to Custom

Volume Balancing Adjustment - A charge or credit that stabilizes residential revenue collected through the distribution charge.



ATTENTION!: Please read important notice at top of page about dangerous gas connectors. ATENCION! : Para recibir una traducción al espanol de la advertancia relativa a conectores de gas peligrosos mencionada al inicio de esta página, favor de llamar al 888.642.6748 o visite nicorgas.com

## **Terms and Conditions**

(Continued From Sheet No. 55)

LANDLORD/PROPERTY MANAGER AGREEMENT



#### Landlord/Property Manager Natural Gas Service Agreement

By submitting this Landlord/Property Manager Natural Gas Service Agreement ("Agreement"), you acknowledge and agree that Nicor Gas may place natural gas utility service ("Service") for the premise(s) covered by this Agreement on a going forward basis in your name and continue Service to the premise when a tenant who had Service in the tenant's name vacates the premise and there is no customer of record with such Service extending until such time that (a) Nicor Gas commences Service to a tenant leasing such premises or (b) Nicor Gas disconnects Service at such premises after being notified by you to make such disconnection. You further agree to be fully responsible for payment of any and all Service at or to the premise when Service is in your name.

NAME		
Please select the option that describes your status:	Landlord/Property Owner	
	Property Management Company	

# Landlord/Property Manager Contact Information (Address and Contact Information May Not be the Same as the Address (es) of the Premises Covered by this Agreement):

Address	City	State	Zip	
Mailing Address if Different	City	State	Zip	
Phone Number (Home,	Email Address			
Business, Cell)				
Contact Person, if applicable	Name and Title			

Please enter one form of identification: (If you cannot provide one of the listed forms of identification, please contact us at 630-388-3041 to discuss submission of acceptable identification).

State issued Driver's License Number	
State issued Identification Card Number	
Federal Tax ID Number	
Social Security Number	

#### List all premises that you own or manage and receive Service that are to be covered by this Agreement:

Premise Address	Unit #	City	Zip	Gas Meter Number

(Continued On Sheet No. 55.2)

Filed with the Illinois Commerce Commission on July 21, 2017 Issued pursuant to order of the Illinois Commerce Commission entered on October 22, 2014 in Docket No. 06-0703

Effective September 4, 2017 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas 2nd Revised Sheet No. 55.2 (Canceling Original Sheet No. 55.2, Effective September 4, 2017)

Terms and Conditions
(Continued From Sheet No. 55.1)

# \*LANDLORD/PROPERTY MANAGER AGREEMENT (continued)

You acknowledge and agree that this Agreement is also subject to all terms and conditions for Service in Nicor Gas' tariffs on file with the Illinois Commerce Commission, which include but are not limited to terms and conditions that all meters, regulators and other facilities placed on the premises covered by this Agreement for the purpose of rendering Service to said premises, whether inside or outside of any building on the premises, shall be and remain the property of Nicor Gas. The properly authorized agents of Nicor Gas shall at all reasonable hours have free access to the premises for the purpose of inspecting the installation and of reading, examining, repairing, or removing Nicor Gas' meters or other property.

You acknowledge and agree that, in the absence of an agreement with Nicor Gas to place Service in your name between tenants, Nicor Gas may discontinue Service to the premises when there is no customer of record regardless of time of year or weather conditions. You further acknowledge and agree that, in the event you have such an agreement with Nicor Gas, but you breach or fail to comply with any term or condition of the agreement or for Service, Nicor Gas may terminate the agreement if such breach or failure to comply is not promptly remedied upon written notice from Nicor Gas. If there is no heat or if your premises are not properly winterized, there is the potential that water pipes or fixtures may freeze and burst, resulting in personal injury or property damage for which Nicor Gas will not be held liable.

Acknowledged and agreed by authorized representative of Landlord/Property Manager:

If a tenant moves out would you like to I	nave the natural	gas account put in y	our name between/	tenants? Please ched	ck the appropriate box
·					

□ NO □ YES	
Print Name	
Signature	
Date	

RETURN TO: Nicor Gas Customer Contracts Department, P.O. Box 190, Aurora, IL 60507-9980 by Regular Mail, Fax: 630-305-0288, or Email: G2landlord@southernco.com

Ill.C.C. No. 16 - Gas 4th Revised Sheet No. 55.5 (Canceling 3rd Revised Sheet No. 55.5, Effective January 7, 2022)

# Rider 1 Customer Charge Adjustments

# Applicable to All Rates and Special Contracts \*Except Rate 82

The monthly Customer charges authorized under the Schedule of which this rider is a part, as effective from time to time, and special Customer contracts, with or without monthly Customer charges, shall be subject to the following additional charges:

### Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund.

Pursuant to the provisions of Section 13 of the Energy Assistance Act of 1989, as amended, whereby the Company is required to impose a monthly Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund on each account for which natural gas service is provided, the Company shall increase the monthly Customer charge by the following amounts:

#### Residential Service

\$0.48 per month on each account.

### Non-Residential Service

\$4.80 per month on each account which has consumed less than 4,000,000 therms of gas in the previous calendar year.

\$180.00 per month on each account which has consumed 4,000,000 or more therms of gas in the previous calendar year.

#### Renewable Energy Resources and Coal Technology Development Assistance Charge

Pursuant to the provisions of Section 6-5 of the Renewable Energy, Energy Efficiency and Coal Resources Development Law of 1997, whereby the Company is required to impose a monthly Renewable Energy Resources and Coal Technology Development Assistance Charge on each account for which natural gas service is provided, the Company shall increase the monthly Customer charge by the following amounts:

#### Residential Service

\$0.05 per month on each account.

#### Non-Residential Service

\$0.50 per month on each account which has consumed less than 4,000,000 therms of gas in the previous calendar year.

\$37.50 per month on each account which has consumed 4,000,000 or more therms of gas in the previous calendar year.

Except as specified above, all other provisions of the rate or special contract shall apply.

(Continued On Sheet No. 55.5.1)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023

Issued by – Rachelle Whitacre

Director

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

Post Office Box 190

Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas

2nd Revised Sheet No. 55.5.1
(Canceling Original Sheet No. 55.5.1, Effective June 29, 2018)

# Rider 1 Customer Charge Adjustments

(Continued From Sheet No. 55.5)

#### \* Public Utility Assessment Charge

Pursuant to Section 2-202 (i-5) of the Public Utilities Act, whereby the Company is charged a utility assessment by the Illinois Commerce Commission (the Commission), the Company shall adjust the monthly Customer charge by the amounts specified on the information sheet.

Pursuant to Section 4-604(h) of the Public Utilities Act, whereby the Company is required to pay a filing fee when submitting its annual ethics and compliance report, the Company shall also include this annual filing fee in the adjustment to the monthly customer charge under this Rider.

Pursuant to Section 4-604(j) of the Public Utilities Act, whereby the Company is required to remit payment to the Commission for costs associated with the Public Utility Ethics and Compliance Monitor, in an amount determined by the Commission based on the Company's proportional share, by number of customers, the Company shall also include this annual payment in the adjustment to the monthly customer charge under this Rider.

Pursuant to Section 9-229(b)(-5) of the Public Utilities Act, whereby the Company is required to remit payment to the Commission for the Consumer Intervenor Compensation Fund within 60 days after September 15, 2021, in the amount of \$225,000, the Company shall include this payment of \$225,000 in the adjustment to the monthly customer charge under this Rider.

## \* Rate Class Applicability

The Public Utility Assessment Charge (PUAC) is applicable to all rate classes. For the purpose of this charge, the following three customer classifications shall be applicable:

Residential (Rate 1) Small Non-Residential (Rates 4, 5, 74, 75) Large Non-Residential (Rates 6, 7, 17, 19, 76, 77)

#### \* Definitions

Effective Period shall mean the period in which the PUAC shall be billed to customers. The Effective Period shall end with the June monthly billing cycle. Beginning in September 2022, the Effective Period shall be the 12-month period of September through August.

Annual Reconciliation Period (ARP) shall mean the period beginning with the first monthly billing cycle after the filing of an approved information sheet stating the PUAC charge and ending with the following June billing cycle. Beginning in December 2022, the Annual Reconciliation Period shall be the 9-month period of December through August.

Filing Month shall mean the month in which the PUAC is determined by the Company and filed with the Commission.

Fiscal Year shall mean the Commission's fiscal year assessment period beginning annually July 1 through June 30.

(Continued On Sheet No. 55.5.2)

Filed with the Illinois Commerce Commission on December 17, 2021 Issued pursuant to Illinois Public Act 102-0662 effective September 15, 2021 Items in which there are changes are preceded by an asterisk (\*) Effective January 31, 2022 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 3rd Revised Sheet No. 55.5.2 (Canceling 1st Revised Sheet No. 55.5.2, Effective December 5, 2020)

# Rider 1 Customer Charge Adjustments

(Continued From Sheet No. 55.5.1)

#### \* Determination of PUAC

The Company shall determine under this Section the PUAC to be placed into effect with service rendered on and after the first day of the Effective Period. A separate PUAC shall be calculated for each customer classification. The PUAC will be allocated to each customer classification based on the percentage of forecasted base revenues during the Effective Period.

The PUAC Charge shall be determined for each classification in accordance with the following formula:

$$PUAC = ((\underline{UA + E + F)}) \times \underline{P}$$

Where: PUAC = The Public Utility Assessment Charge for each classification in dollars per month rounded up to the nearest \$0.01.

UA = The forecasted or actual dollar value of the utility assessment for the succeeding Effective

E = The forecasted or actual dollar value of the filing fee for the annual ethics and compliance report, plus costs associated with the Public Utility Ethics and Compliance Monitor.

F = 2021 payment of \$225,000 to the Consumer Intervenor Compensation Fund.

P = Ratio of forecasted base revenue for the applicable customer classification to total Company forecasted base revenue during the Effective Period.

B = The amount of forecasted bills during the Effective Period for each customer classification.

### \* Initial Effective Period Information Sheet

The initial assessment is based on the Commission's Fiscal Year for the period of July 1, 2017 – June 30, 2018. The Company shall file with the Commission an information sheet specifying the PUAC by customer class and the Effective Date of the charge.

#### \* Information Sheet Filing

Beginning with the July 1, 2018 – June 30, 2019 assessment period, the Company shall file each year, within 30 days of receipt of its annual utility assessment notice, an information sheet that specifies the annual adjustments to be effective under the PUAC. If the Company has not received its annual utility assessment notice prior to two business days before June 30, the Company shall continue to charge the UARC established in the prior annual information sheet filing, as an estimate during the new Effective Period, until such time as it has received its annual utility assessment notice. In 2022 only, the rate will be set to \$0.00 for the months of July and August. Then, beginning with the August 2022 filing, an information sheet will be filed by August 20th. The Company shall file any corrections from a timely filed information sheet on or before the Effective Period.

(Continued On Sheet No. 55.5.3)

Filed with the Illinois Commerce Commission on December 17, 2021 Issued pursuant to Illinois Public Act 102-0662 effective September 15, 2021 Items in which there are changes are preceded by an asterisk (\*) Effective January 31, 2022 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 55.5.3

# Rider 1 Customer Charge Adjustments

(Continued From Sheet No. 55.5.2)

# \* Information Sheet Filing (continued)

If the Company determines during the Effective Period that it is appropriate to revise a Public Utility Assessment Charge to better match revenues or expected revenue with costs incurred or expected to be incurred, the Company may, from time to time, calculate a revised Public Utility Assessment Charge to become effective as of the beginning of any monthly billing cycle during the Effective Period. The Company shall submit all applicable work papers necessary to support the determination of the PUAC's at the time of the filings. Additionally, information sheets associated with reconciliation filings are permitted as described below. Any other information sheet filings will only be accepted if submitted as a special permission request under the provisions of Section 9-201 (a) of the Public Utilities Act (220 ILCS 5/9-201 (a)).

## Reconciliation Filing

Prior to 2022, the Company shall include with its annual information sheet filing that is made within 30 days of receipt of its annual utility assessment notice, a reconciliation adjustment for the period ending with the relevant June monthly billing period of each year which shows an ARB to be applicable for the new Effective Period. Beginning with the November 2022 filing, on or before November 30, the Company shall file a petition with the Chief Clerk to initiate the annual reconciliation process. The petition shall include a reconciliation that will compare revenues collected under this Rider during the Effective Period with the anticipated amount of revenues that were to be recovered or refunded under this Rider. For the reconciliation filed in November 2022, in order to transition to the new filing timeline for this rider, the reconciliation will cover two effective periods. This reconciliation will reconcile amounts recovered from customers during the effective periods of July 2020-June 2021 (Fiscal Year 2021) and July 2021-June 2022 (Fiscal Year 2022). Supporting documentation or workpapers affecting the information presented in the Company's reconciliation petition shall be provided to the Commission's Accounting Staff at the time of this filing of the reconciliation. In conjunction with the reconciliation filing, a new Information Sheet may be filed adjusting the then effective charges or credits under this Rider for the amount to be reconciled. Any Ordered reconciling amount resulting from such proceeding (Factor O) shall be adjusted for in the following Effective Period.

The annual Reconciliation Adjustment effective December 1 of each year, beginning in 2022, shall be calculated using the following formula:

Reconciliation Adjustment = 
$$(\underbrace{(ARB + O) \times (1 + i)) \times P}_{B}$$

ARB = The Annual Reconciliation Balance from any overcollection or undercollection during the preceding Effective Period. For the reconciliation filed in November 2022, this reconciliation will reconcile amounts recovered from customers during the effective periods of July 2020-June 2021 and July 2021-June 2022

O = Commission ordered adjustment.

= The interest rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) adjusted for the number of applicable months.

P = As previously defined. B = As previously defined.

#### \* PUAC Billing Details

The PUAC will be rounded up to the nearest cent

10<sup>th</sup> INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 55.5, 55.5.1 AND 55.5.2 OF ILL.C.C. NO. 16, SCHEDULE G

# Rider 1 – Public Utility Assessment Charge

Applicable to All Rates

Public Utility Assessment Charge Effective with Service Rendered on or after December 1, 2023

LINE NO.		Residential (1)	Small Non- Residential (2)	Large Non- Residential (3)
1	Basic Charge per Customer	\$ 0.04	\$ 0.14	\$ 30.18
2	Annual Reconciliation Charge	\$ 0.01	\$(0.01)	\$ 1.42
3	Total Charge	\$ 0.05	\$ 0.13	\$ 31.60

- (1) RESIDENTIAL CUSTOMER (RATE 1)
- (2) SMALL NON-RESIDENTIAL CUSTOMERS (RATES 4, 5, 74 AND 75)
- (3) LARGE NON-RESIDENTIAL CUSTOMERS (RATES 6, 7, 17, 19, 76 AND 77)

Ill.C.C. No. 16 - Gas 3rd Revised Sheet No. 55.51 (Canceling 2nd Revised Sheet No. 55.51, Effective April 3, 2009)

# Rider 2 Franchise Cost Adjustment

#### \* Applicable to All Rates Except 17, 19, 21, and 82

#### Applicability.

This rider is applicable to customers taking service from the Company within the boundaries of a local governmental unit that has a franchise agreement or similar contract with the Company. The purpose if this rider is to recover the cost of reduced rate service or monetary contribution provided by the Company solely from those customers residing within the boundaries of each local governmental unit receiving such compensation. For the purposes of this rider, a local governmental unit means any county, municipality, township, special district, or unit designated as a unit of local government by law and which exercises limited governmental powers or powers in respect to limited government subjects.

#### Franchise Cost Adjustment.

Franchise costs include the cost of reduced rate service or other monetary contribution provided to local governmental units under a franchise agreement or other similar agreement with the Company. Such franchise agreements grant the Company the privilege of using the local governmental unit's public right(s)-of-way for the delivery of gas for which the Company in turn compensates such local governmental unit with reduced rate service or other monetary contribution. Each local governmental unit that currently has a franchise agreement and receives reduced rate service or other monetary contribution from Company is shown on the information sheet(s) supplemental to this rider. The franchise costs paid by the Company to those local governmental units receiving reduced rate service or other monetary contribution shall be recovered from those customers taking service from the Company within the boundaries of each such local governmental unit. The applicable Franchise Cost Adjustment, expressed as a monthly fixed dollar amount, shall be added to the customer's bill. The Franchise Cost Adjustment (FCA) for each local governmental unit shall be recomputed annually and shall be determined according to the following formula:

 $FCA = Value \div 12$ Customers

Where:

FCA = Franchise Cost Adjustment, in \$ per customer for the monthly billing period.

Value = Value of reduced rate service or other monetary contribution, expressed in \$, provided by the Company to such local governmental unit during the previous calendar year as published in the Company's Form 21 ILCC Annual Report to the Commission.

Customers = The number of customers residing within such local governmental unit as of December 31 of the prior calendar year.

A new Franchise Cost Adjustment shall be effective with the customer's first bill period with an issue date on or after May 1 of each year. The amount of the applicable Franchise Cost Adjustment will be separately designated on each customer's bill as "Franchise Cost" or similar legend. The Company will file an information sheet with the Commission on or before the 20th day of April each year specifying the FCA applicable to each governmental unit to be effective during the subsequent twelve months. Such informational sheets must include work papers documenting that the computations of the Franchise Cost Adjustments are made in accordance with the applicable equation provided in this Franchise Cost Adjustment subsection.

(Continued On Sheet No. 55.52)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 55.52 (Canceling Original Sheet No. 55.52, Effective November 22, 2005)

# Rider 2 Franchise Cost Adjustment

(Continued From Sheet No. 55.51)

# \*CANCELED

(Continued On Sheet No. 55.53)

Filed with the Illinois Commerce Commission on March 31, 2009 Issued pursuant to order of the Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363 Items in which there are changes are preceded by an asterisk (\*)

Effective April 3, 2009 Issued by - Gerald P. O'Connor Senior Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 55.53 (Canceling Original Sheet No. 55.53, Effective November 22, 2005)

# Rider 2 Franchise Cost Adjustment

(Continued From Sheet No. 55.52)

# \*CANCELED

(Continued On Sheet No. 55.54)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 55.54 (Canceling Original Sheet No. 55.54, Effective November 22, 2005)

# Rider 2 Franchise Cost Adjustment

(Continued From Sheet No. 55.53)

# \*CANCELED

(Continued On Sheet No. 55.55)

Filed with the Illinois Commerce Commission on March 31, 2009 Issued pursuant to order of the Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas

3rd Revised Sheet No. 55.55

(Canceling 1st Revised Sheet No. 55.55, Effective January 26, 2007)

# Rider 2 Franchise Cost Adjustment

(Continued From Sheet No. 55.54)

# \*CANCELED

(Continued On Sheet No. 55.56)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 55.56 (Canceling Original Sheet No. 55.56, Effective November 22, 2005)

# Rider 2 Franchise Cost Adjustment

(Continued From Sheet No. 55.55)

# \*CANCELED

(Continued On Sheet No. 55.57)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 55.57 (Canceling Original Sheet No. 55.57, Effective November 22, 2005)

# Rider 2 Franchise Cost Adjustment

(Continued From Sheet No. 55.56)

\*CANCELED

### 14TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NO.55.51 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 13th Information Sheet Effective May 1, 2022)

### RIDER 2 FRANCHISE COST ADJUSTMENT Applicable to All Rates Except 17, 19 and 21

Name of Local Governmental Unit	Franchise Cost Adjustment	Name of Local Governmental Unit	Franchise Cost Adjustment
			<del></del>
Addison	\$0.44	Broadview	\$0.62
Adeline	\$0.33	Brookfield	\$0.32
Algonquin	\$0.38	Buckingham	\$0.51
Alsip	\$0.60	Buckley	\$0.44
Amboy	\$0.59	Buffalo Grove	\$0.37
Anchor	\$0.45	Bull Valley	\$0.44
Antioch	\$0.40	Burbank	\$0.30
Arlington Heights	\$0.25	Burlington	\$0.49
Aroma Park	\$0.51	Burnham	\$0.59
Arrowsmith	\$0.29	Burr Ridge	\$0.39
Ashkum	\$0.40	Byron	\$0.48
Ashton	\$0.51	Cabery	\$0.20
Aurora	\$0.29	Calumet City	\$0.36
Barrington	\$0.39	Calumet Park	\$0.75
Barrington Hills	\$0.20	Campus	\$0.40
Bartlett	\$0.27	Capron	\$0.61
Basco	\$0.44	Carbon Hill	\$0.55
Batavia	\$0.33	Carlock	\$0.41
Beaverville	\$0.35	Carol Stream	\$0.44
Bedford Park	\$0.21	Carpentersville	\$0.44
Beecher	\$0.44	Carthage	\$0.45
Bellflower	\$0.45	Cary	\$0.38
Bellwood	\$0.55	Cedarville	\$0.48
Belvidere	\$0.33	Chadwick	\$0.46
Bensenville	\$0.59	Channahon	\$0.41
Benson	\$0.44	Chatsworth	\$0.25
Berkeley	\$0.63	Chebanse	\$0.39
Berwyn	\$0.22	Chenoa	\$0.35
Big Rock	\$0.41	Cherry Valley	\$0.24
Biggsville	\$0.44	Chicago Heights	\$0.41
Bloomingdale	\$0.41	Chicago Ridge	\$0.68
Bloomington	\$0.24	Cicero	\$0.29
Blue Island	\$0.36	Cissna Park	\$0.33
Bolingbrook	\$0.24	Clarendon Hills	\$0.51
Bonfield	\$0.19	Clifton	\$0.40
Bourbonnais	\$0.22	Coal City	\$0.54
Braceville	\$0.56	Coatsburg	\$0.16
Bradley	\$0.33	Colfax	\$0.36
Braidwood	\$0.10	Columbus	\$0.56
Bridgeview	\$0.66	Compton	\$0.47

Filed with the Illinois Commerce Commission on or before April 20, 2023 Issued pursuant to Order of Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363

### 14TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NO.55.51 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 13th Information Sheet Effective May 1, 2022)

### RIDER 2 FRANCHISE COST ADJUSTMENT Applicable to All Rates Except 17, 19 and 21

Name of Local Governmental Unit	Franchise Cost Adjustment	Name of Local Governmental Unit	Franchise Cost Adjustment
Congerville	\$0.34	East Hazelcrest	\$0.68
Cooksville	\$0.40	El Dara	\$0.00
Cornell	\$0.39	El Paso	\$0.46
Cortland	\$0.44	Elburn	\$0.39
Country Club Hills	\$0.55	Elgin	\$0.23
Countryside	\$0.72	Elizabeth	\$0.29
Crescent City	\$0.46	Elk Grove Village	\$0.26
Crest Hill	\$0.41	Elliott	\$0.36
Creston	\$0.44	Ellsworth	\$0.41
Crestwood	\$0.50	Elmhurst	\$0.35
Crete	\$0.47	Elmwood Park	\$0.44
Crystal Lake	\$0.33	Elvaston	\$0.35
Cullom	\$0.34	Elwood	\$0.37
Dakota	\$0.38	Emington	\$0.48
Dallas City	\$0.26	Essex	\$0.20
Dana	\$0.48	Evanston	\$0.20
Danforth	\$0.44	Evergreen Park	\$0.41
Danvers	\$0.52	Fairbury	\$0.48
Darien	\$0.35	Farmer City	\$0.31
Davis	\$0.48	Ferris	\$0.39
Davis Junction	\$0.22	Fisher	\$0.17
Deer Creek	\$0.47	Flanagan	\$0.47
Deer Grove	\$0.20	Flossmoor	\$0.50
Deer Park	\$0.47	Ford Heights	\$0.92
Deerfield	\$0.27	Forest Park	\$0.48
DeKalb	\$0.38	Forest View	\$0.60
Des Plaines	\$0.28	Forrest	\$0.56
Diamond	\$0.44	Forreston	\$0.43
Dixmoor	\$0.52	Fox Lake	\$0.42
Dixon	\$0.52	Fox River Grove	\$0.35
Dolton	\$0.45	Frankfort	\$0.27
Donovan	\$0.48	Franklin Grove	\$0.33
Downers Grove	\$0.33	Franklin Park	\$0.53
Downs	\$0.39	Freeport	\$0.26
Durand	\$0.30	Galena	\$0.36
Dwight	\$0.44	Gardner	\$0.46
Earlville	\$0.39	Geneseo	\$0.33
East Brooklyn	\$0.38	Geneva	\$0.29
East Dubuque	\$0.51	Genoa	\$0.36
East Dundee	\$0.31	German Valley	\$0.50

Filed with the Illinois Commerce Commission on or before April 20, 2023 Issued pursuant to Order of Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363

### 14TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NO.55.51 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 13th Information Sheet Effective May 1, 2022)

### RIDER 2 FRANCHISE COST ADJUSTMENT Applicable to All Rates Except 17, 19 and 21

Name of Local Franchise Cost Governmental Unit Adjustment		Name of Local Governmental Unit	Franchise Cost Adjustment		
Gibson City	\$0.30	Hudson	\$0.55		
Gilberts	\$0.23	Hull	\$0.50		
Gilman	\$0.38	Huntley	\$0.19		
Gladstone	\$0.21	Indian Head Park	\$0.50		
Glen Ellyn	\$0.43	Inverness	\$0.19		
Glendale Heights	\$0.49	Iroquois	\$0.32		
Glenview	\$0.22	Island Lake	\$0.29		
Glenwood	\$0.59	Itasca	\$0.20		
Godley	\$0.48	Johnsburg	\$0.32		
Golf	\$0.54	Joliet	\$0.24		
Goodfield	\$0.40	Justice	\$0.50		
Grand Ridge	\$0.17	Kangley	\$0.39		
Grant Park	\$0.57	Kankakee	\$0.46		
Greenwood	\$0.09	Kappa	\$0.08		
Gridley	\$0.37	Kempton	\$0.49		
Gulf Port	\$0.70	Kenilworth	\$0.62		
Hainesville	\$0.49	Kildeer	\$0.44		
Hamilton	\$0.76	Kinderhook	\$0.24		
Hampshire	\$0.09	Kingston	\$0.42		
Hanover	\$0.36	Kinsman	\$0.39		
Hanover Park	\$0.38	Kirkland	\$0.27		
Harvard	\$0.49	La Grange	\$0.49		
Harvey	\$0.45	La Grange Park	\$0.41		
Harwood Heights	\$0.42	La Harpe	\$0.29		
Hawthorn Woods	\$0.33	Lake Barrington	\$0.16		
Hazel Crest	\$0.58	Lake In The Hills	\$0.32		
Hebron	\$0.45	Lake Villa	\$0.46		
Herscher	\$0.58	Lake Zurich	\$0.47		
Hickory Hills	\$0.39	Lakemoor	\$0.44		
Hillcrest	\$0.61	Lakewood	\$0.32		
Hillside	\$0.65	Lanark	\$0.42		
Hinckley	\$0.41	Lansing	\$0.30		
Hinsdale	\$0.47	Leaf River	\$0.46		
Hodgkins	\$0.54	Lee	\$0.30		
Hoffman Estates	\$0.37	Leland	\$0.47		
Holiday Hills	\$0.25	Lemont	\$0.31		
Homer Glen	\$0.34	Lena	\$0.51		
Hometown	\$0.41	Leonore	\$0.43		
Homewood	\$0.37	LeRoy	\$0.37		
Hooppole	\$0.35	Lexington	\$0.40		

Filed with the Illinois Commerce Commission on or before April 20, 2023 Issued pursuant to Order of Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363

### 14TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NO.55.51 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 13th Information Sheet Effective May 1, 2022)

### RIDER 2 FRANCHISE COST ADJUSTMENT Applicable to All Rates Except 17, 19 and 21

Name of Local Governmental Unit	Franchise Cost Adjustment	Name of Local Governmental Unit	Franchise Cost Adjustment
***	00.40		Φ0.40
Liberty	\$0.49	Midlothian	\$0.43
Lily Lake	\$0.19	Millbrook	\$0.59
Lima	\$0.30	Milledgeville	\$0.45
Limestone	\$0.56	Millington	\$0.56
Lincolnwood	\$0.44	Minonk	\$0.51
Lisbon	\$0.45	Minooka	\$0.47
Lisle	\$0.40	Mokena	\$0.21
Lockport	\$0.32	Momence	\$0.44
Loda	\$0.43	Monee	\$0.35
Lomax	\$0.29	Monroe Center	\$0.39
Lombard	\$0.21	Montgomery	\$0.55
Long Grove	\$0.68	Morris	\$0.22
Long Point	\$0.51	Morrison	\$0.41
Loraine	\$0.47	Morton Grove	\$0.48
Loves Park	\$0.35	Mount Carroll	\$0.45
Ludlow	\$0.29	Mount Morris	\$0.48
Lyndon	\$0.53	Mount Prospect	\$0.39
Lynwood	\$0.35	Naperville	\$0.23
Lyons	\$0.39	Naplate	\$0.63
Machesney Park	\$0.25	Nauvoo	\$0.30
Mackinaw	\$0.49	Nelson	\$0.59
Malta	\$0.56	New Canton	\$0.31
Manhattan	\$0.45	New Lenox	\$0.26
Manteno	\$0.35	New Milford	\$0.11
Maple Park	\$0.53	Newark	\$0.56
Marengo	\$0.34	Niles	\$0.43
Markham	\$0.57	Normal	\$0.28
Marseilles	\$0.39	Norridge	\$0.39
Martinton	\$0.47	North Aurora	\$0.36
Matteson	\$0.31	North Barrington	\$0.09
Maywood	\$0.47	North Riverside	\$0.59
Mazon	\$0.50	Northbrook	\$0.30
McCook	\$0.14	Northfield	\$0.44
McCullom Lake	\$0.24	Northlake	\$0.45
McHenry	\$0.34	Oak Brook	\$0.55
Melrose Park	\$0.46	Oak Forest	\$0.37
Melvin	\$0.24	Oak Lawn	\$0.22
Mendon	\$0.35	Oak Park	\$0.08
Mendota	\$0.54	Oakbrook Terrace	\$0.66
Merrionette Park	\$0.60	Oakwood Hills	\$0.19

Filed with the Illinois Commerce Commission on or before April 20, 2023 Issued pursuant to Order of Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363

14TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NO.55.51 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 13th Information Sheet Effective May 1, 2022)

### RIDER 2 FRANCHISE COST ADJUSTMENT Applicable to All Rates Except 17, 19 and 21

Name of Local Governmental Unit	Franchise Cost Adjustment	Name of Local Governmental Unit	Franchise Cost Adjustment
Odell	\$0.52	Prophetstown	\$0.45
Ohio	\$0.47	Prospect Heights	\$0.45 \$0.45
Olympia Fields	\$0.47 \$0.48	Rankin	\$0.43
Onarga	\$0.48	Ransom	\$0.15
Oquawka	\$0.08	Rantoul	\$0.13
Orangeville	\$0.08	Raritan	\$0.48
Oregon	\$0.19 \$0.47	Reddick	\$0.19
Orland Hills	\$0.47	Richmond	\$0.43
Orland Park	\$0.48	Richton Park	\$0.27 \$0.47
	\$0.22 \$0.37	Ridott	\$0.47
Oswego	\$0.57	Ridott	\$0.57
Ottawa	\$0.28	Ringwood	\$0.26
Palatine	\$0.27	River Forest	\$0.52
Palos Heights	\$0.46	River Grove	\$0.42
Palos Hills	\$0.53	Riverdale	\$0.65
Palos Park	\$0.53	Riverside	\$0.58
Papineau	\$0.44	Robbins	\$0.77
Park Forest	\$0.44	Rochelle	\$0.56
Park Ridge	\$0.33	Rock City	\$0.36
Paw Paw	\$0.36	Rock Falls	\$0.38
Paxton	\$0.53	Rockdale	\$0.45
Payson	\$0.35	Rockford	\$0.15
Pearl City	\$0.37	Rolling Meadows	\$0.53
Pecatonica	\$0.31	Romeoville	\$0.28
Peotone	\$0.49	Roscoe	\$0.29
Phoenix	\$0.66	Roselle	\$0.34
Pingree Grove	\$0.21	Rosemont	\$0.96
Piper City	\$0.35	Round Lake	\$0.32
Plainfield	\$0.28	Round Lake Beach	\$0.32
Plainville	\$0.40	Round Lake Heights	\$0.53
Plano	\$0.47	Round Lake Park	\$0.22
Plattville	\$0.57	Sandwich	\$0.54
Polo	\$0.36	Sauk Village	\$0.67
Pontiac	\$0.56	Saunemin	\$0.53
Pontoosuc	\$0.27	Saybrook	\$0.27
Poplar Grove	\$0.43	Schaumburg	\$0.21
Port Barrington	\$0.32	Schiller Park	\$0.56
Posen	\$0.66	Secor	\$0.36 \$0.45
Potomac	\$0.62	Seneca	\$0.43
Prairie Grove	\$0.72	Shabbona	\$0.20 \$0.55
Princeton	\$0.72	Shannon	\$0.46
Timeton	φυ.33	Shaillon	φ <b>0.40</b>

Filed with the Illinois Commerce Commission on or before April 20, 2023 Issued pursuant to Order of Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363

### 14TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NO.55.51 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 13th Information Sheet Effective May 1, 2022)

### RIDER 2 FRANCHISE COST ADJUSTMENT Applicable to All Rates Except 17, 19 and 21

Name of Local Governmental Unit	Franchise Cost Adjustment	Name of Local Governmental Unit	Franchise Cost Adjustment
Sheldon	\$0.50	Union	\$0.49
Sheridan	\$0.88	University Park	\$0.53
Shorewood	\$0.24	Ursa	\$0.34
Sibley	\$0.37	Verona	\$0.50
Skokie	\$0.25	Villa Park	\$0.39
Sleepy Hollow	\$0.56	Volo	\$0.44
Somonauk	\$0.49	Walnut	\$0.37
South Barrington	\$0.17	Warren	\$0.51
South Chicago Heights	\$0.55	Warrenville	\$0.35
South Elgin	\$0.33	Warsaw	\$0.46
South Holland	\$0.37	Waterman	\$0.46
South Wilmington	\$0.37	Watseka	\$0.49
Spring Grove	\$0.35	Wauconda	\$0.34
St. Anne	\$0.19	Wayne	\$0.40
St. Charles	\$0.21	West Brooklyn	\$0.60
Steger	\$0.50	West Chicago	\$0.60
Sterling	\$0.34	West Dundee	\$0.49
Steward	\$0.37	Westchester	\$0.41
Stickney	\$0.79	Western Springs	\$0.48
Stillman Valley	\$0.06	Westmont	\$0.38
Stockton	\$0.45	Wheaton	\$0.34
Stone Park	\$0.92	Wheeling	\$0.36
Strawn	\$0.30	Willow Springs	\$0.46
Streamwood	\$0.37	Willowbrook	\$0.42
Streator	\$0.47	Wilmette	\$0.45
Stronghurst	\$0.24	Wilmington	\$0.51
Sublette	\$0.33	Winfield	\$0.39
Sugar Grove	\$0.38	Winnebago	\$0.40
Summit	\$0.43	Wonder Lake	\$0.15
Sun River Terrace	\$0.54	Wood Dale	\$0.46
Sycamore	\$0.32	Woodland	\$0.18
Tampico	\$0.19	Woodridge	\$0.32
Thomasboro	\$0.27	Woodstock	\$0.43
Thornton	\$0.67	Worth	\$0.53
Tinley Park	\$0.22	Yorkville	\$0.34
Tiskilwa	\$0.31		
Towanda	\$0.43		
Tower Lakes	\$0.45		
Trout Valley	\$0.37		
Troy Grove	\$0.44		

Filed with the Illinois Commerce Commission on or before April 20, 2023 Issued pursuant to Order of Illinois Commerce Commission entered March 25, 2009 in Docket No. 08-0363

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No. 55.60 (Canceling 1st Revised Sheet No. 55.60, Effective May 22, 2020)

## Rider 3 Invested Capital Tax Adjustment

### Applicable to All Rates \* Except Rate 21, 82, and Other Negotiated Contracts

#### **Applicability and Purpose**

This Rider is applicable to all customers taking service from the Company, except to the extent a customer is taking service under Rate 21 and other negotiated contract rates. Its purpose is to provide for more accurate recovery of the Invested Capital Tax ("ICT") imposed on the Company under Section 2a.1 of the Gas Revenue Tax Act (35 ILCS 615/2a.1) as heretofore and hereafter amended. The amount of the ICT annually paid by the Company may be less than or greater than the value used in the calculation of base rates. This Rider adjusts for differences between the Company's ICT liability for each Tax Period and the amount included in base rates, and reconciles those adjustments so that rates accurately reflect the ICT payable by the Company for that Tax Period and that any potential over- or under-collection of ICT does not distort the costs of different sources of capital available to the Company.

#### **ICT Adjustment**

An Invested Capital Tax Adjustment (ICTA) relating to each year for which Nicor Gas has ICT liability ("Tax Period") will be determined by the Company for each of the following three classifications:

Residential (Rate 1) Small Non-residential (Rates 4, 5, 74 and 75) Large Non-residential (Rates 6, 7, 76 and 77)

ICTAs for each Tax Period shall be charged to each applicable classification in identical percentages of the respective forecasted base rate revenues for each classification. ICTAs shall be determined for each classification in accordance with the following formula:

$$ICTA = ((ICTTU \times P \times 100) / CT) + ARC$$

$$ARC = \underbrace{ARB \times P \times 100}_{CT_R}$$

Where: ICTA = Invested Capital Tax Adjustment for each classification in cents per therm rounded to the nearest  $0.01\phi$ ; any fraction of  $0.01\phi$  shall be dropped if less than  $0.005\phi$ ; or, if  $0.005\phi$  or more, shall be rounded up to the next full  $0.01\phi$ .

ICTTU= The amount of Invested Capital Tax True Up determined annually by the arithmetic result of ICT Costs less ICT Base Rate Allowance (ICT Costs – ICT Base Rate Allowance) for each applicable Tax Period.

ARC = The Annual Reconciliation Charge for each classification in cents per therm rounded to the nearest  $0.01\phi$ ; any fraction of  $0.01\phi$  shall be dropped if less than  $0.005\phi$ ; or, if  $0.005\phi$  or more, shall be rounded up to the next full  $0.01\phi$ .

ARB = Annual Reconciliation Balance from any over-collection or under-collection during the immediately preceding July 1 through June 30 recovery period, plus any Commission ordered adjustment.

(Continued On Sheet No. 55.61)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 55.61 (Canceling Original Sheet No. 55.61, Effective July 16, 2017)

## Rider 3 \* Invested Capital Tax Adjustment

(Continued From Sheet No. 55.60)

- P = Ratio of forecasted throughput classification base revenue to total of forecasted base revenue for applicable rates.
- CT = The total number of therms by classification the Company estimates it will sell, deliver, or transport during the twelve (12) month period beginning July 1 of the filing year and ending June 30 of the following year.
- CT<sub>R</sub> = The total number of therms by classification the Company estimates it will sell, deliver, or transport during the nine (9) month period beginning October 1 of the filing year and ending June 30 of the following year.

The ICTTU applicable to each Tax Period may be a positive or negative value and shall be calculated annually by the Company as provided herein according to the following formula:

ICTTU= (ICT Costs – ICT Base Rate Allowance)

Where:

ICT Costs =

The total dollar liability of the Company for ICT due on account of the Company's taxable invested capital during the Tax Period, calculated as provided in the Gas Revenue Tax Act (35 ILCS 615/1 et seq.) as heretofore and hereafter amended. In the event that the Company's ICT liability due on account of the Company's taxable invested capital during the Tax Period is adjusted after the payment by the Company of ICT for that Tax Period, then that adjustment (which may be positive or negative) will be added to the next annual ICT Costs calculated under this Rider.

ICT Base Rate Allowance =

The amount of ICT liability included in the revenue requirement from which the base rates in force during the applicable calendar year are derived. If base rates applicable to service provided by the Company during the applicable Tax Period are derived from more than one such revenue requirement, then the ICT Base Rate Allowance shall be the arithmetic mean of the amounts of ICT liability included in each such revenue requirement, weighted by the number of days of service during the applicable Tax Period that the rates derived from that revenue requirement were applicable.

ICTAs shall be applicable to service rendered to each customer during the twelve (12) monthly billing periods commencing with the customer's first bill issued on or after July 1 of the calendar year following the end of the Tax Period. The initial ICTAs will be calculated for the Tax Period running January 1, 2017 through December 31, 2017, and be applicable to service rendered during the twelve (12) monthly billing periods beginning on or after July 1, 2018.

The amount of the ICTA will be separately designated on each customer's bill as "Capital Tax Cost Adjustment" or similar legend.

(Continued On Sheet No. 55.62)

Filed with the Illinois Commerce Commission on May 15, 2020 Issued pursuant to Order of the Illinois Commerce Commission entered April 15, 2020 in Docket No. 19-0938 Items in which there are changes are preceded by an asterisk (\*)

Effective May 22, 2020 Issued by – Lewis M. Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

III.C.C. No. 16 - Gas

1st Revised Sheet No. 55.62

(Canceling Original Sheet No.

(Canceling Original Sheet No. 55.62, Effective July16, 2017)

## Rider 3 \* Invested Capital Tax Adjustment

(Continued From Sheet No. 55.61)

#### \* Informational Submission

An informational sheet shall be submitted to the Commission no later than June 20 of each year, specifying the ICTA to be effective during the subsequent twelve (12) monthly billing periods and describing and supporting its calculation. The informational submission shall be accompanied by workpapers showing the calculation and determination of that ICTA and the identifying the data that went into its calculation.

#### **Reconciliation Process**

On or before September 30 of each calendar year during which an ICTA has been applied (beginning September 30, 2019), the Company shall file a petition with the Chief Clerk of the Commission to initiate an annual reconciliation process. The petition shall include a reconciliation that compares (a) the actual total incremental collections or credits under this Rider on account of bills rendered during the twelve (12) monthly billing periods commencing on July 1 of the prior calendar year with (b) the total ICTTU used in the calculation of that ICTA. Any applicable Annual Reconciliation Charge (ARC) shall be effective for the nine (9) month period beginning October 1, 2019 and ending June 30, 2020 and each subsequent nine (9) month period beginning October 1 thereafter. ICTAs shall be recalculated prior to the commencement of each such 9-month period to reflect the inclusion of the ARC. Documentation and workpapers supporting the Company's calculation shall be presented with its reconciliation petition and shall be provided to the Commission's Accounting Staff at the time of or before the petition's filing.

Upon review of each annual petition and reconciliation filed by the Company, the Commission may require a hearing to receive from the Company such evidence as the Commission requires regarding any aspect of the determination and reconciliation of credits or charges under this Rider. If the Commission finds, after hearing, that any amounts were incorrectly calculated, debited, or credited during the applicable reconciliation year, the Commission may by order require that the ICTA calculated under this rider be prospectively adjusted by appropriate credits or debits thereto.

The difference described above, together with any adjustment ordered by the Commission in the reconciliation process, shall be the Annual Reconciliation Balance (ARB) applicable to the next annual calculation of the Annual Reconciliation Charge.

#### \* Internal Audit

The Company shall annually conduct an internal audit of the revenue recovered or refunded pursuant to this rider. The internal audit shall determine if 1) Rider ICT adjustments are accurate and in compliance with the tariff 2) Rider ICT revenues are not collected through other approved tariffs; 3) Rider ICT adjustments are being properly billed to customers; 4) Rider ICT revenues are recorded in the appropriate accounts; and 5) internal controls are effectively preventing the double recovery of costs through the ICT and other approved tariffs. The above list of determinations does not limit the scope of the audit. The Company shall submit the audit report by electronic mail to the Commission's Manager of the Accounting Department, no later than January 2nd following each annual reconciliation filing with the initial internal audit report submitted no later than January 2, 2021. Such report shall be verified by an officer of the Company

### 10th REVISED INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 55.60, 55.61 AND 55.62 OF ILL.C.C. NO. 16, SCHEDULE G

### Rider 3. Invested Capital Tax Adjustment

Applicable to All Rates (Except Rate 21 and Other Negotiated Contracts)

Invested Capital Tax Adjustment Effective with Service Rendered on or after October 1, 2023

LINE			Small Non-	Large Non-
NO.		Residential (1)	Residential (2)	Residential (3)
1	Basic Charge per Therm	(0.04)¢	(0.02)¢	(0.01)¢
2	Annual Reconciliation Charge	<u>0.01 ¢</u>	<u>0.00 ¢</u>	<u>0.01 ¢</u>
3	Total Charge	(0.03)¢	(0.02)¢	0.00¢

- (1) RESIDENTIAL CUSTOMER (RATE 1)
- (2) SMALL NON-RESIDENTIAL CUSTOMERS (RATES 4, 5, 74 AND 75)
- (3) LARGE NON-RESIDENTIAL CUSTOMERS (RATES 6, 7, 76 AND 77)

III.C.C. No. 16 - Gas 1" Revised Sheet No. 55.7 (Canceling Original Sheet No. 55.7, Effective January 1, 2000)

Ill.C.C. No. 16 – Gas 1st Revised Sheet No. 55.8 (Canceling Original Sheet No. 55.8, Effective January 1, 2000)

Ill.C.C. No. 16 – Gas 1st Revised Sheet No. 55.9 (Canceling Original Sheet No. 55.9, Effective January 1, 2000)

I11.C.C. No. 16 - Gas 1<sup>st</sup> Revised Sheet No. 55.9.1 (Canceling Original Sheet No. 55.9.1, Effective January 1, 2000)

Ill.C.C. No. 16 - Gas 15th Revised Sheet No. 56 (Canceling 13th Revised Sheet No. 56, Effective November 24, 2021)

### Standard Rider 5 Storage Service Cost Recovery

#### **Applicable to All Rates**

The charge for Storage Service Cost Recovery (SSCR), applicable to all service classifications receiving Company supplies, shall be determined by the Company at least annually.

Costs recoverable through Rider 5 shall include the cost of unsubscribed Storage Banking Service (SBS) and the related investment cost in Company inventory as defined below.

Each year, on or before July 1, the Company shall file with the Commission an information sheet specifying the SSCR to be effective for the remaining period ending June 30 of the succeeding calendar year. Each 12-month period ending June 30 shall be considered the Annual Recovery Period. Such filing shall include a statement showing the determination of such charge in accordance with Section A herein, the determination to be accompanied by data in explanation thereof. The amount of SSCR will be reflected with the charges filed under the provisions of Rider 6, Gas Supply Cost, and added to the Commodity Gas Cost (CGC) and to be included as a part of the CGC for billing purposes.

#### \* Section A - Determination of SSCR

The Company shall annually determine under this Section the SSCR. The Company shall file an information sheet at least annually with the Commission, which shall remain in effect in accordance with the terms of this Rider 5.

The SSCR shall be determined in accordance with the following formula:

$$SSCR = \frac{U+C}{T} + \frac{ARB}{T}$$

Where: U = The unrecovered annual cost of unsubscribed SBS capacity for the Annual Recovery Period, based on the embedded cost of SBS capacity. This cost, as established in Docket No. 23-0066, is \$0.1133 per therm of unsubscribed capacity.

C = The carrying cost of additional investment in Company storage as a result of the unsubscribed SBS capacity. This cost, as established in Docket No. 23-0066, is \$0.0037 per therm of unsubscribed capacity.

T = The estimated applicable therms of gas associated with the sales of Company supplies, estimated for the remaining portion of the Annual Recovery Period.

ARB = Annual Reconciliation Balance from any overcollection or undercollection during the immediately preceding year. (See Section B)

(Continued On Sheet No. 57)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Ill.C.C. No. 16 - Gas 14th Revised Sheet No. 57 (Canceling 12th Revised Sheet No. 57, Effective November 24, 2021)

#### Standard Rider 5 Storage Service Cost Recovery

(Continued From Sheet No. 56)

\* If SBS elections by transportation customers result in selected capacity exceeding the sum of: (1) storage capacity assigned to transportation customers in Docket No. 23-0066 applied to the MDCQs of transportation customers as of June 1, 2024; and (2) the cumulative net change in storage capacity initially assigned to transportation customers beginning service or ending service after June 1, 2024, the SSCR will result in a refund to non-transportation customers.

#### Section B - Reconciliation

After each annual recovery period, the Company shall make a reconciliation which will compare billed revenue with the cost to be recovered or refunded. On or before September 1 of each year, the Company shall file with the Commission an information sheet specifying the ARB if the ARB results in a change of 0.01 cents per therm or greater. This reconciliation amount will be adjusted for interest charged at the rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1), and will be refunded or collected over the period of September to June of the subsequent annual recovery period.

### 49th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOs. 56 AND 57 OF ILL.C.C. NO. 16, SCHEDULE G

### **Rider 5 Storage Service Cost Recovery**

### STORAGE SERVICE COST RECOVERY EFFECTIVE WITH SERVICE RENDERED ON OR AFTER SEPTEMBER 1, 2023 (1)

LINE NO.		<u>SSCR</u>
1	BASIC CHARGE PER THERM	0.06 ¢
2	ANNUAL RECONCILIATION CHARGE	<u>0.01</u> ¢
3	TOTAL CHARGE	<u>0.07</u> ¢

(1) APPLICABLE TO ALL SERVICE CLASSIFICATIONS

Ill.C.C. No. 16 - Gas
6th Revised Sheet No. 58
(Canceling 4th Revised Sheet No. 58, Effective January 18, 2002)

### Rider 6 Gas Supply Cost

#### **Applicable to All Rates**

The Gas Charges shall be determined in accordance with the provisions of this rider.

#### \* Section A - Applicability

The Gas Charges' general definitions and their applicability shall be as follows. These charges are applicable to all rates except as specifically noted. The monthly charge for each Gas Charge shall be determined in accordance with Section F.

<u>Type</u>	<u>Description</u>
CGC	Commodity Gas Cost - A commodity related, per therm, gas cost recovery mechanism applied to all Company-supplied therms delivered or estimated to be delivered.
NCGC	Non-Commodity Gas Cost - A non-commodity related, per therm, gas cost recovery mechanism applied to all Company supplied therms delivered or estimated to be delivered.
GC	Gas Cost - The sum of CGC and NCGC.
DGC	Demand Gas Cost - A non-commodity related, per contract therm, gas cost recovery mechanism applied to the contracted backup levels of transportation Customers. This charge is the backup level based counterpart to the NCGC. Revenues arising through the application of this charge will be credited to the NCGC.
CSBC	Customer Select Balancing Charge – Primarily a non-commodity related, per therm, gas cost recovery mechanism applied to all deliveries or estimated deliveries of gas to the Customer's facilities under the provisions of Rider 15, Customer Select. This charge is the usage level based counterpart to the NCGC, and excludes firm transportation costs for which the Supplier is directly responsible. The charge may also include costs associated with the purchase of supplies during periods of Operational Flow Orders necessary to maintain the reliability of the system. Revenues arising through the application of this charge will be credited to the NCGC, except for revenues associated with commodity costs during periods of Operational Flow Orders, which shall be credited to the CGC.
TSA	Transportation Service Adjustment - A per therm charge or credit recovery mechanism applied to the deliveries or estimated deliveries of Customer-owned gas to the Customer's facilities. The determination of the TSA shall include credits for collected gross revenues received by the Company from the operation of its Chicago area Hub and any other costs and revenues as approved and ordered by the Illinois Commerce Commission to be applied to transportation customers. Revenues or credits arising through the application of this adjustment will be included in the CGC.

(Continued On Sheet No. 59)

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

Ill.C.C. No. 16 - Gas

2<sup>nd</sup> Revised Sheet No. 59
(Canceling 1<sup>st</sup> Revised Sheet No. 59, Effective April 11, 1996)

## Rider 6 Gas Supply Cost

(Continued from Sheet No. 58)

A monthly report, in a format designated by the Illinois Commerce Commission ("Commission"), postmarked by the 20th of the filing month, shall show determinations of the Gas Charges for the effective month.

#### **Section B - Definitions**

"Base period" shall mean the effective month or the remaining months in the reconciliation year which includes the effective month.

"Effective month" shall mean the month following the filing month, during which the Gas Charges will be in effect.

"Filing month" shall mean the month in which Gas Charges are determined and filed with the Commission.

"Gas used by the Company" shall include all gas used by the Company except gas utilized in the manufacture of gas through a reforming process, and shall include gas furnished to municipalities or other governmental authorities without reimbursement in compliance with franchise, ordinance or similar requirements.

"Reconciliation year" shall mean the calendar year for which actual gas costs and associated revenues are to be reconciled.

"System average cost of gas" shall mean the weighted average cost per therm of gas estimated to be purchased, withdrawn from storage, and manufactured during the base period or reconciliation year.

#### **Section C - Cost Basis**

The Gas Charges shall represent the Company's estimate of recoverable gas costs (as prescribed in Section D) to be incurred during the base period, with an adjustment to such costs through use of Adjustment Factors (as prescribed in Sections E, F, and G). Any Gas Charges established to recover commodity gas costs (separately or in conjunction with non-commodity gas costs) shall use an estimate of the recoverable costs to be incurred during the effective month. Any Gas Charges established to recover only non-commodity gas costs shall use an estimate of the recoverable costs to be incurred during the remaining months of the reconciliation year.

#### Section D - Recoverable Gas Costs

- a) Costs recoverable through the Gas Charges shall include the following:
  - costs of natural gas and any solid, liquid or gaseous hydrocarbons purchased for injection into the gas stream or purchased as a feedstock or fuel for the manufacture of gas, or delivered under exchange agreements;

(Continued on Sheet No. 60)

Ill.C.C. No. 16 - Gas 10th Revised Sheet No. 60 (Canceling 9th Revised Sheet No. 60, Effective May 28, 2021)

## Rider 6 Gas Supply Cost

(Continued From Sheet No. 59)

- 2) costs for storage services purchased; and
- 3) transportation costs related to such natural gas and any solid, liquid or gaseous hydrocarbons and any storage services; and
- 4) other out-of-pocket direct non-commodity costs, related to hydrocarbon procurement, transportation, supply management, or price management, net of any associated proceeds, and Federal Energy Regulatory Commission-approved charges required by pipeline suppliers to access supplies or services described in subsections (a)(1) through (3) of this Section.
- b) Determinations of the Gas Charges shall exclude the actual cost of gas used by the Company. Gas used by the Company will be provided for by purchasing supplies separately from supplies purchased for customers except that, beginning on January 1, 2011, Franchise Gas volumes subject to Rider 2 will be purchased in conjunction with supplies purchased for customers and such volumes shall be excluded from determination of Gas Costs at the system average gas cost for the effective month.
- c) The cost of gas estimated to be withdrawn from storage during the base period shall be included in the Gas Charges.
- d) Recoverable gas costs shall be offset by the revenues derived from transactions at rates that are not subject to the Gas Charges if any of the associated costs are recoverable gas costs as prescribed by subsection (a) of this Section and by any collected revenues generated from the sale of services under the Company's FERC certificated services and Rate 21, Intrastate Transportation and Storage Services. This subsection shall not apply to transactions subject to rates contained in tariffs on file with the Commission, with the exception of Rate 21, or in contracts entered into pursuant to such tariffs, unless otherwise specifically provided for in the tariff. Taking into account the level of additional recoverable gas costs that must be incurred to engage in a given transaction, the Company shall refrain from entering into any such transaction that would raise the Gas Charges.
- e) Revenues from penalty charges or imbalance charges, which the Commission has previously approved to prevent unauthorized actions of customers, shall offset gas costs.
- \* f) Revenues from "cash-out" schedules, which the Commission has previously approved for transportation customers' and RNG Producers' daily and monthly imbalances, shall offset gas costs. Under such schedules, the Company can charge customers for gas used in excess of the amount contracted for, or can refund to Customers the avoided cost of gas not taken. Refunds by the Company pursuant to any such "cash-out" schedule shall be treated as gas costs recoverable under this Section.

#### Section E - Adjustments to Gas Costs

a) The Adjustment Factors (Factors A) shall be treated as additions to or offsets against gas costs. These Adjustment Factors shall include the total of the following items:

(Continued On Sheet No. 61)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023

Issued by – Rachelle Whitacre

Director

Post Office Box 190 Aurora, Illinois 60507

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

Ill.C.C. No. 16 - Gas

3rd Revised Sheet No. 61
(Canceling 2nd Revised Sheet No. 61, Effective October 11, 1997)

## Rider 6 Gas Supply Cost

(Continued From Sheet No. 60)

- 1) refunds, directly billed pipeline surcharges, unamortized balances of adjustments in effect as of the Company's implementation date, and other separately designated adjustments;
- 2) the cumulative difference between actual recoverable gas costs and purchased gas adjustment ("PGA") recoveries for months preceding the filing month; and
- 3) the unamortized portion of any Adjustment Factors included in prior determinations of the Gas Charges.
- \* b) If the Company determines the need to amortize an Adjustment Factor over a period longer than the base period, this Adjustment Factor shall be amortized over a period not to exceed 12 months. The Company shall, in the monthly filing in which the Factor A is first amortized, include an amortization schedule showing the Adjustment Factor amount to be included in the base period. The associated carrying charge established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) and in effect when the Adjustment Factor is first amortized shall be applied to each month's unamortized balance and included within Factor A.

#### **Section F - Determination of Gas Charges**

- a) Each month, the Company shall determine the Gas Charges to be placed into effect for services rendered or estimated to be rendered during the effective month.
- b) The Gas Charges shall be determined in accordance with the following formula:

Gas Charge = 
$$(G + A + O) / T \times 100$$

Where:

Gas Charge = Each Gas Charge in cents per therm rounded to the nearest 0.01 cent; any fraction of 0.01

cents shall be dropped if less than 0.005 cents or, if 0.005 cents or more, shall be rounded

up to the next full 0.01 cents.

G = The sum of the estimated recoverable gas costs associated with the base period for each

Gas Charge, as prescribed in Section D.

A = An amount representing the total adjustments to gas costs, as prescribed in Section E. If

the Company has elected to amortize the total adjustments to gas costs, Factor A shall include the amount applicable to the base period

include the amount applicable to the base period.

(Continued On Sheet No. 62)

Filed with the Illinois Commerce Commission on December 11, 2015 Issued pursuant to order of the Illinois Commerce Commission entered October 22, 2014 in Docket No. 06-0703 Items in which there are changes are preceded by an asterisk (\*)

Effective January 25, 2016 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 13th Revised Sheet No. 62 (Canceling 11th Revised Sheet No. 62, Effective November 24, 2021)

## Rider 6 Gas Supply Cost

(Continued From Sheet No. 61)

- An amount representing the additional over- or under-recovery for a reconciliation year ordered by the Commission to be refunded or collected, including interest charged at the rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) from the end of the reconciliation year to the order date in the reconciliation proceeding. If the Commission determines it is necessary to amortize additional over- or under-recovery, additional interest shall be charged in the same manner as that prescribed in Section E (b).
- The estimated applicable therms of gas associated with the service to be rendered during the base period.

#### **Section G - Annual Reconciliation**

- a) In conjunction with a docketed reconciliation proceeding, the Company shall file with the Commission an annual reconciliation statement, which shall be certified by the Company's independent public accountants and verified by an officer of the Company. This statement shall show the difference between the following:
  - 1) the costs recoverable through the Gas Charges during the reconciliation year, as adjusted by Factor A and Factor O; and
  - 2) the revenues arising through the application of all the Gas Charges to applicable therms during the reconciliation year.
- b) If, after hearing, the Commission finds that the utility has not shown all costs to be prudently incurred or has made errors in its reconciliation statement for such reconciliation year, the difference determined by the Commission shall be refunded or recovered, as appropriate, under the Ordered Reconciliation Factor (Factor O), along with any interest or other carrying charge authorized by the Commission.

#### Section H - Uncollectible Factor

An Uncollectible Factor shall be applied to the gas supply costs calculated pursuant to the provisions of this rider. The Uncollectible Factor to be applied to each monthly gas supply cost filing will be based on the Company's uncollectible expense for supply (retail gas sales) customers established in Docket No. 23-0066. The amounts billed pursuant to the Uncollectible Factor shall be 1.15% for residential service classes and 0.52% for non-residential service classes. The Uncollectible Factor shall be revised in each of the Company's subsequent general rate case proceedings. The Company must reflect the inclusion of the Uncollectible Factor in its monthly gas supply cost filing with the Commission prior to it becoming effective for billing.

### Rider 6. Gas Supply Cost

#### GAS CHARGES EFFECTIVE WITH SERVICE RENDERED ON AND AFTER MAY 1, 2024

#### I. Gas Charge (GC)

LINE NO.		GAS CHARGE (GC)	-	COMMODITY GAS CHARGE (CGC)		DEMAND GAS CHARGE (DGC)		NON-COMMODITY GAS CHARGE (NCGC)	SER ADJUST	ORTATION IVICE MENT (2) SA)	BALANCING	à
1	BASIC CHARGE	33.54	¢	25.80	¢							
2	RIDER 5, STORAGE SERVICE COST RECOVERY (SSCR)	0.07	¢	0.07	e							
3	TOTAL CHARGES	33.61	<u>¢</u>	25.87	<u>c</u>	60.14	<u>c</u>	7.74	<u>e</u>	0.00 €	2.05	. ⊈

#### II. Calculation of GCR and GCNR

	GCR	GCNR
Gas Cost	33.61 ¢	33.61 €
Uncollectible Factor Percentage (2)	1,15%	0.52%
Uncollectible Factor Rate (3) = (1*2)	0.39 €	0.17 €
Total (1+3)	34.00 €	33.78 €
Total (1+3)	34.00 ¢	33.78 ¢

Gas Charge Residential (GCR) =

34.00 ¢

Gas Charge Non-Residential (GCNR) :

33.78 ¢

- (1) APPLICABLE TO SERVICE UNDER RIDERS 15 AND 16.
- (2) APPLICABLE TO ALL SERVICE CLASSIFICATIONS. IT IS INCLUDED IN THE CGC FOR SALES CUSTOMERS.
- (3) A RESIDENTIAL CUSTOMER'S TOTAL CHARGE IS EQUAL TO THE GCR. A NON-RESIDENTIAL CUSTOMER'S TOTAL CHARGE IS EQUAL TO THE GCRR.

\* GAS CHARGE (GC); SUM OF:

CGC NCGC 25.80 ¢

BASIC GAS CHARGE

<u>7.74</u> ¢

33.54 ¢

Ill.C.C. No. 16 – Gas
5th Revised Sheet No. 63
(Canceling 4th Revised Sheet
No. 63, Effective November 22,
2005)

## Rider 7 Governmental Agency Compensation Adjustment

### Applicable to All Rates \*Except Rates 17, 19, 21, and 82

The purpose of this Rider 7, Governmental Agency Compensation Adjustment ("GACA"), is to recover fees and additional costs the Company incurs as a result of requirements that may be imposed upon the Company by a local governmental unit solely from those customers taking service from the Company within the boundaries of each local governmental unit imposing such costs. For purpose of this Rider, these fees and costs will be included in Customer billing beginning with the Effective Date.

Except as otherwise provided in this rider, in the event that a local governmental units enacts an ordinance or otherwise utilizes its constitutional or statutory powers to compel the Company, directly or indirectly, to:

- (a) provide a service in addition to, different from, or instead of a service which the Company would otherwise be required to provide,
- (b) install facilities in addition to, different from, or instead of those facilities which the Company would otherwise be required to install,
- (c) removing existing facilities and replace them with facilities different from those facilities which the Company would otherwise be required to do so,
- (d) modify facilities which the Company would otherwise not be required to modify, or modify facilities in a manner different than that which the Company would otherwise be required to do so,
- (e) maintain its facilities in a manner that imposes additional requirements on, or is different from the manner in which the Company would otherwise be required to maintain,
- (f) pay fees or charges other than those included in franchise agreements,

the costs of providing such service, or installing, removing, replacing, modifying or maintaining such facilities, paying such fees or charges and the costs of any franchise agreements shall be charged to the Company's customers within the boundries of such local governmental unit on a per customer basis.

For the purposes of this rider, the Company is required to provide a service, or install, remove, replace, modify, or maintain facilities in a particular manner only if it is obligated to do so under a state or federal statute, a state or federal regulation, the Company's then current Schedule of Rates as filed with the Illinois Commerce Commission, according to the terms and conditions set forth therein, or such other document as the Company files with the Illinois Commerce Commission to set forth the general conditions under which gas service will be supplied and/or delivered.

For purposes of this rider, a local governmental unit means any county, municipality, township, special district, or unit designated as a unit of local government by law and which exercises limited governmental powers or powers in respect to limited government subjects.

(Continued on Sheet No. 63.5)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas 1st Revised Sheet No. 63.5

## Rider 7 Governmental Agency Compensation Adjustment

(Continued From Sheet No. 63)

- \* An Annual Recovery Period is any calendar year.
- \* On or before the 20th day of December each year, the Company shall file with the Commission an information sheet specifying the GACA charges to be effective for service rendered during the following calendar year. If the Company determines during the Annual Recovery Period that it is appropriate to revise a GACA charge to better match revenues recovered under this rider with actual costs incurred, the Company may, from time to time, calculate a revised GACA charge to become effective as of the beginning of any calendar month during the Annual Recovery Period.
- \* After the end of each calendar year, the Company shall reconcile the Company's actual costs incurred with the amount recovered under this Rider for each local governmental unit. The Company shall file with the Commission, on or before April 1, an information sheet reflecting adjustments to GACA charges necessary to compensate for any reconciliation amounts over the remainder of the calendar year. Any amounts resulting in a rounded adjustment of less than \$0.01 shall be carried forward.
- \* The additional charge currently applicable in each municipality, county, or other local governmental unit is shown on the Information Sheet Supplemental to this Rider.

Except as specified above, all other provisions of the rate shall apply.

### 37th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 63 AND 63.5 OF ILL.C.C. NO. 16, SCHEDULE G

### Rider 7 Governmental Agency Compensation Adjustment

Applicable to All Rates (Except Rates 17, 19 and 21)

Governmental Agency	Basic Monthly Charge	Annual <u>Reconciliation</u>	Total <u>GACA</u>
Cook County – FPD	3.0 ¢	0.0 ¢	3.0 ¢

Ill.C.C. No. 16 - Gas
6th Revised Sheet No. 64
(Canceling 4th Revised Sheet No. 64,
Effective November 22, 2005)

## Rider 8 \*Adjustments for Municipal, Local Governmental Unit and State Utility Taxes

#### Applicable to Ali Rates

The charges authorized under the Schedule of which this Rider is a part, as effective from time to time, shall be subject to the following additional charges:

#### \* Municipal Utility Tax Charge.

Where the Company pays a municipal tax on gross receipts, including any amounts resulting from audit adjustments, imposed by a municipality under the provisions of Section 8-11-2 of the "Illinois Municipal Code," as heretofore and hereafter amended, the additional charge shall offset the effect of the tax in accordance with the provisions of Section 9-221 of "The Public Utilities Act," as heretofore and hereafter amended. The additional charge shall cover: (1) the municipal tax itself; (2) an allowance of three percent of the tax for costs of accounting; and (3) the increase in taxes and other payments to governmental bodies resulting from the additional charge. The amount of such additional charge shall be determined by multiplying the applicable additional charge rate (as shown on the Information Sheet supplemental to this Rider) by billing, including, where applicable, state tax additions referred to below, for gas furnished by the Company for use or consumption and not for resale within the corporate limits of the municipality, including any taxable service billed in connection therewith.

The additional charge currently applicable in each municipality which has levied a municipal tax on gross receipts is shown on the Information Sheet supplemental to this Rider.

#### \* Local Governmental Unit Utility Tax Charge.

Where the Company pays a local governmental unit tax on gross receipts, including any amounts resulting from audit adjustments, imposed by a unit of local government, as heretofore and hereafter amended, the additional charge shall offset the effect of the tax. For the purposes of this rider, a local governmental unit means any county, township, special district or unit designated as a unit of local governmental by law, excluding a local municipality, and which exercises its limited governmental powers or powers in respect to limited government subjects. The additional charge shall cover: (1) the local governmental unit tax itself; (2) an allowance of three percent of the tax for costs of accounting, and (3) the increase or decrease in taxes and other payments to governmental bodies resulting from the additional charge. The amount of such additional charge shall be determined by multiplying the applicable additional charge rate (as shown on the Information Sheet supplemental to this Rider) by billing, including, where applicable, state tax additions referred to below, for gas furnished by the Company for use or consumption and not for resale within the boundaries of the each local governmental unit imposing such tax, including any taxable service billed in connection therewith.

The additional charge currently applicable in each local government which has levied a local governmental unit tax on gross receipts is shown on the Information Sheet supplemental to this Rider.

#### \* Municipal and Local Governmental Unit Gas Use Tax Charge.

Where the Company agrees to collect a municipal or local governmental unit tax based on a charge per unit of energy, where such tax is imposed through an ordinance, rule, or other legal provision by a municipality or local governmental unit having appropriate jurisdiction to invoke such tax, the additional charge shall reflect the effect of the tax. The amount of such additional charge for a Customer, including any amount resulting from audit adjustments, shall be determined by multiplying the applicable per therm charge rate (as shown on the Information Sheet supplemental to this Rider) by the volume delivered to the Customer for use or consumption within the corporate limits of the municipality or local governmental unit. The Company will retain a mutually agreed upon fee to cover the costs of its accounting.

(Continued On Sheet No. 64.1)

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 64.1

## Rider 8 Adjustments for Municipal, Local Governmental Unit and State Utility Taxes

(Continued From Sheet No. 64)

\* The additional charge currently applicable in each municipality or local governmental unit which has levied a municipal gas use tax based on a charge per unit of energy is shown on the Information Sheet supplemental to this Rider.

#### \* State Utility Tax, Gas Use Tax and State Utility Fund Tax Charge.

Where the Company pays a state tax based on a percentage of gross receipts or a charge per unit of energy, including any amounts resulting from audit adjustments, imposed by the State under the provisions of "The Gas Revenue Tax Act," as heretofore and hereafter amended, the additional charge applicable shall equal the amount pursuant to the provisions of Section 9-222 of "The Public Utilities Act," as heretofore and hereafter amended. The amount of such additional charge is the lower of 5.00 percent or 2.4 cents per therm.

As provided by the "Gas Use Tax Law", and imposed by the State, the Company shall collect the Gas Use Tax from Customers receiving service under the Company's transportation service rates and riders at the rate of 2.4 cents per therm. Upon receipt of proper notification, the Company shall not collect the Gas Use Tax for gas used by customers meeting one of the following criteria:

(Continued On Sheet No. 64.5)

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 64.5
(Canceling 2nd Revised Sheet No. 64.5, Effective July 28, 2006)

## Rider 8 \*Adjustments for Municipal, Local Governmental Unit and State Utility Taxes

(Continued From Sheet No. 64.1)

- (1) Gas used by a Self-Assessing Purchaser, as defined by the Gas Use Tax Law, who provides the Company with a copy of the certificate of registration as a Self-Assessing Purchaser from the Department of Revenue;
- (2) Gas used by business enterprises located in an enterprise zone certified by the Department of Commerce and Economic Opportunity pursuant to the Illinois Enterprise Zone Act;
- Gas used by governmental bodies, or a corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious, or educational purposes. Such use shall not be exempt unless the government body, or corporation, society, association, foundation, or institution organized and operated exclusively for charitable, religious, or educational purposes has first been issued as tax exemption identification number by the Department of Revenue pursuant to Section 1g of the Retailers' Occupation Tax Act. A limited liability company may qualify for the exemption under this Section only if the limited liability company is organized and operated exclusively for educational purposes. The term "educational purposes" shall have the same meaning as that set forth in Section 2h of the Retailers' Occupation Tax Act;
- (4) Gas used in the production of electric energy. This exemption does not include gas used in the general maintenance or heating of an electric energy production facility or other structure;
- (5) Gas used in a petroleum refinery operation;
- (6) Gas purchased by persons for use in liquefaction and fractionation process that produce value added natural gas byproducts for resale;
- (7) Gas use in the production of anhydrous ammonia and downstream nitrogen fertilizer products for resale.

For gas uses meeting one of the criteria numbered (2) through (7), Customers must submit to the Company an exemption certificate obtained from the Illinois Department of Revenue.

Where the Company pays a state tax based on a percentage of gross receipts, imposed by the State under the provisions of Section 2-202 of "The Public Utilities Act," as heretofore and hereafter amended, the additional charge, applicable to all taxable receipts, shall equal the percentage pursuant to the provisions of Section 9-222 of "The Public Utilities Act," as heretofore and hereafter amended. The amount of such additional charge due to the Public Utility Fund Tax is 0.1 percent.

#### \* General.

The effectiveness of any additional charge due to tax shall coincide with the date upon which gross receipts or gas use is subject to the tax or, in the case of a payment of tax by the Company resulting from an audit adjustment, then the date upon which the Company makes such payment.

Except as specified above, all other provisions of the rate shall apply.

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

	Additional		<u>Additional</u>
<u>Municipality</u>	<u>Charge</u>	<u>Municipality</u>	<u>Charge</u>
Antioch	5.15%	Chicago Heights	5.15%
Aroma Park	5.15%	Cicero	5.15%
Arrowsmith	5.15%	Clarendon Hills	5.15%
Barrington	5.15%	Coal City	5.15%
Barrington Hills	5.15%	Colfax	5.15%
Beecher	5.15%	Cooksville	5.15%
Bellwood	5.15%	Cortland	5.15%
Belvidere	5.15%	Country Club Hills	5.15%
Bensenville	5.15%	Crest Hill	5.15%
Berkeley	5.15%	Crete	5.15%
Berwyn	5.15%	Dana	5.15%
Biggsville	3.09%	Danvers	5.15%
Big Rock	5.15%	Darien	5.15%
Bloomington	3.86%	Deer Creek	5.15%
Blue Island	5.15%	Deer Park	5.15%
Braceville	5.15%	Des Plaines	3.09%
Braidwood	5.15%	Diamond	5.15%
Broadview	5.15%	Dixmoor	5.15%
Brookfield	5.15%	Dixon	3.61%
Buckley	5.15%	Dolton	5.15%
Bull Valley	5.15%	Durand	3.61%
Burlington	5.15%	Dwight	5.15%
Burr Ridge	5.15%	Earlville	5.15%
Byron	5.15%	East Dubuque	3.09%
Calumet City	5.15%	East Hazel Crest	5.15%
Calumet Park	5.15%	El Dara	3.09%
Carbon Hill	5.15%	Elburn	5.15%
Carlock	5.15%	Elgin	5.15%
Carpentersville	5.15%	Ellsworth	5.15%
Chicago (Annexed Areas)	8.24%	Elmwood Park	5.15%
(a) Effective April 1, 2024			

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G
(Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

	<u>Additional</u>		Additional
<u>Municipality</u>	<u>Charge</u>	<u>Municipality</u>	<u>Charge</u>
Elwood	5.15%	Hamilton	5.15%
Evanston	5.15%	Hampshire	5.15%
Farmer City	3.09%	Harvard	5.15%
Fisher	5.15%	Harvey	5.15%
Flanagan	2.58%	Harwood Heights	5.15%
Flossmoor	5.15%	Hawthorn Woods	5.15%
Ford Heights	5.15%	Hazel Crest	5.15%
Forest Park	5.15%	Hebron	4.89%
Forest View	4.64%	Hickory Hills	5.15%
Forrest	5.15%	Hillside	5.15%
Fox Lake	5.15%	Hinckley	5.15%
Fox River Grove	5.15%	Hinsdale	5.15%
Frankfort	5.15%	Hodgkins	2.06%
Franklin Park	5.15%	Holiday Hills	5.15%
Galena	5.15%	Hometown	2.06%
Geneseo	5.15%	Homewood	5.15%
Geneva	5.15%	Hudson	5.15%
Genoa	5.15%	Indian Head Park	5.15%
Gibson City	3.09%	Island Lake	5.15%
Gilberts	5.15%	Itasca	5.15%
Glendale Heights	5.15%	Johnsburg	5.15%
Glenwood	5.15%	Joliet	3.09%
Godley	5.15%	Justice	5.15%
Golf	5.15%	Kangley	5.15%
Goodfield	5.15%	Kankakee	5.15%
Grant Park	5.15%	Kenilworth	5.15%
Grayslake	3.09%	Kirkland	5.15%
Greenwood	5.15%	LaGrange	5.15%
Gulfport	5.15%	LaGrange Park	5.15%
Hainesville	5.15%	Lake Barrington	5.15%
(a) Effective April 1, 20	24		

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G
(Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

	<u>Additional</u>		Additional
<u>Municipality</u>	<u>Charge</u>	<u>Municipality</u>	<u>Charge</u>
Lake Villa	5.15%	McCullom Lake	5.15%
Lake Zurich	5.15%	Melrose Park	5.15%
Lakemoor	5.15%	Midlothian	5.15%
Lakewood	5.15%	Milledgeville	5.15%
Lansing	5.15%	Minonk	3.61%
Leaf River	5.15%	Minooka	5.15%
Lee	5.15%	Montgomery	5.15%
Leland	5.15%	Morrison	5.15%
Lemont	5.15%	Mount Morris	5.15%
Leonore	5.15%	Mount Prospect	3.30%
LeRoy	5.15%	Mundelein	5.15%
Lily Lake	5.15%	Naperville	5.15%
Lincolnwood	5.15%	New Canton	5.15%
Lisle	5.15%	New Milford	3.09%
Loda	3.09%	Newark	5.15%
Lombard	5.15%	Normal	5.15%
Loves Park	5.15%	North Aurora	3.09%
Ludlow	5.15%	North Riverside	5.15%
Lynwood	5.15%	Northbrook	2.06%
Lyons	5.15%	Northfield	5.15%
Machesney Park	5.15%	Oak Brook	5.15%
Mackinaw	5.15%	Oak Forest	5.15%
Malta	5.15%	Oak Lawn	5.15%
Maple Park	5.15%	Oak Park	5.15%
Marengo	5.15%	Oakwood Hills	5.15%
Markham	5.15%	Odell	5.15%
Marseilles	5.15%	Olympia Fields	5.15%
Matteson	5.15%	Oregon	1.91%
Maywood	5.15%	Orland Hills	5.15%
Mazon	5.15%	Oswego	3.09%
(a) Effective April 1, 20	24		

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

	<u>Additional</u>		Additional
<b>Municipality</b>	<u>Charge</u>	<u>Municipality</u>	<u>Charge</u>
Ottawa	5.15%	Rock Falls	5.15%
Palos Heights	5.15%	Rockford	5.15%
Palos Hills	4.12%	Roselle	5.15%
Palos Park	5.15%	Rosemont	5.15%
Park Forest	5.15%	Round Lake	5.15%
Park Ridge	5.15%	Round Lake Beach	5.15%
Pecatonica	5.15%	Round Lake Heights	5.15%
Peotone	5.15%	Round Lake Park	5.15%
Phoenix	5.15%	Sandwich	4.12%
Pingree Grove	5.15%	Sauk Village	5.15%
Piper City	5.15%	Saunemin	5.15%
Plainfield	5.15%	Schiller Park	5.15%
Plano	5.15%	Seneca	5.15%
Polo	5.15%	Shabbona	5.15%
Poplar Grove	5.15%	Shannon	2.06%
Port Barrington	5.15%	Sheldon	5.15%
Posen	5.15%	Sheridan	5.15%
Potomac	3.09%	Shorewood	5.15%
Prospect Heights	5.15%	Skokie	5.15%
Rankin	5.15%	Sleepy Hollow	5.15%
Ransom	5.15%	Somonauk	5.15%
Rantoul	5.15%	South Chicago Heights	5.15%
Richmond	5.15%	South Elgin	3.09%
Richton Park	5.15%	South Holland	5.15%
River Forest	5.15%	Spring Grove	5.15%
River Grove	5.15%	Steger	5.15%
Riverdale	5.15%	Sterling	5.15%
Riverside	5.15%	Stillman Valley	5.15%
Robbins	5.15%	Stone Park	5.15%
Rochelle	3.61%	Streamwood	4.12%
(a) Effective April 1, 20	24		

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G
(Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

The additional charge currently applicable in each municipality which has levied a utility tax on gross receipts are shown below. Effective May 1, 1998, gross receipts do not include state utility tax charge additions.

	Additional
<b>Municipality</b>	<u>Charge</u>
Streator	5.15%
Sugar Grove	5.15%
Sun River Terrace	5.15%
Timberlane	5.15%
Towanda	5.15%
Tower Lakes	5.15%
Union	5.15%
University Park	5.15%
Verona	5.15%
Villa Park	5.15%
Walnut	5.15%
Warren	5.15%
Warrenville	3.09%
Warsaw	5.15%
Wauconda	2.58%
Waukegan	5.15%
Wayne	5.15%
Westchester	5.15%
Western Springs	5.15%
Westmont	5.15%
Willow Springs	5.15%
Willowbrook	5.15%
Wilmington	5.15%
Winfield	5.15%
Winnetka	5.15%
Wood Dale	5.15%
Woodridge	5.15%
	5 150/
Worth	5.15%

(a) Effective April 1, 2024

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G
(Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

The additional charge currently applicable in each municipality which has levied a Gas Use Tax on therms delivered is shown below.

#### TAX APPLICABLE TO

	Per Therm	Transportation	Rider 6
<b>Municipality</b>	<u>Charge</u>	<b>Therms</b>	<b>Therms</b>
Algonquin	1.03¢	Yes	Yes
Arlington Heights	5.00¢	Yes	Yes
Aurora	5.00¢	Yes	Yes
Batavia	3.50¢	Yes	Yes
Bellwood	2.50¢	Yes	No
Belvidere	5.00¢	Yes	No
Berkeley	5.00¢	Yes	No
Berwyn	5.00¢	Yes	No
Bloomington	1.90¢	Yes	No
Buffalo Grove	5.00¢	Yes	Yes
Calumet City	5.00¢	Yes	No
Calumet Park	5.00¢	Yes	No
Carol Stream	2.50¢	Yes	Yes
Carpentersville	4.50¢	Yes	No
Chicago	6.30¢	Yes	No
Chicago Heights	5.00¢	Yes	No
Cicero	5.00¢	Yes	No
Country Club Hills	5.00¢	Yes	No
Crystal Lake	5.00¢	Yes	Yes
DeKalb	4.00¢	Yes	Yes
Des Plaines	2.50¢	Yes	No
Dolton	5.00¢	Yes	No
Downers Grove	1.50¢	Yes	Yes
East Dundee	5.00¢	Yes	Yes
Elgin	3.00¢	Yes	No
Elk Grove Village	5.00¢	Yes	Yes
Elmhurst	1.50¢	Yes	Yes
Elmwood Park	5.00¢	Yes	No
Elwood	5.00¢	Yes	No
Evanston	2.50¢	Yes	No

(a) Effective April 1, 2024

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G
(Superseding 204th Information Sheet Effective January 1, 2024)

## RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

The additional charge currently applicable in each municipality which has levied a Gas Use Tax on therms delivered is shown below.

#### TAX APPLICABLE TO

	Per Therm	Transportation	Rider 6
<b>Municipality</b>	<u>Charge</u>	<u>Therms</u>	<b>Therms</b>
Forest View	4.50¢	Yes	No
Freeport	5.00¢	Yes	Yes
Glendale Heights	5.00¢	Yes	No
Glen Ellyn	2.00¢	Yes	Yes
Glenview	4.50¢	Yes	Yes
Glenwood	4.50¢	Yes	No
Hanover Park	3.00¢	Yes	Yes
Harvey	2.50¢	Yes	No
Harwood Heights	5.00¢	Yes	No
Hazel Crest	5.00¢	Yes	No
Hoffman Estates	5.00¢	Yes	Yes
Joliet	2.00¢	Yes	No
Kankakee	4.50¢	Yes	No
Lake in the Hills	5.00¢	Yes	Yes
Lansing	5.00¢	Yes	No
Lincolnwood	4.00¢	Yes	No
Manhattan	2.50¢	Yes	Yes
Markham	4.00¢	Yes	No
Maywood	5.00¢	Yes	No
McHenry	3.00¢	Yes	Yes
Melrose Park	5.00¢	Yes	No
Midlothian	2.50¢	Yes	No
Morton Grove	5.00¢	Yes	Yes
Mount Prospect	1.47¢	Yes	No
Nauvoo	5.00¢	Yes	Yes
Naperville	4.00¢	Yes	No
New Lenox	5.00¢	Yes	Yes
Niles	3.00¢	Yes	Yes
Normal	3.80¢	Yes	No
Northfield	5.00¢	Yes	No

(a) Effective April 1, 2024

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G
(Superseding 204th Information Sheet Effective January 1, 2024)

# RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

The additional charge currently applicable in each municipality which has levied a Gas Use Tax on therms delivered is shown below.

### TAX APPLICABLE TO

	Per Therm	Transportation	Rider 6
<b>Municipality</b>	<u>Charge</u>	<u>Therms</u>	<b>Therms</b>
Northlake	5.00¢	Yes	Yes
Oak Lawn	5.00¢	Yes	No
Oak Park	5.00¢	Yes	No
Orland Park	5.00¢	Yes	Yes
Oswego	4.50¢	Yes	No
Park Ridge	2.00¢	Yes	No
Phoenix	5.00¢	Yes	No
Plainfield	4.50¢	Yes	No
Riverdale	5.00¢	Yes	No
Robbins	4.50¢	Yes	No
Rockdale	4.00¢	Yes	Yes
Rolling Meadows	5.00¢	Yes	Yes
Romeoville	3.50¢	Yes	Yes
Rosemont	5.00¢	Yes	No
Round Lake Beach	4.00¢	Yes	No
Schiller Park	5.00¢	Yes	No
Skokie	5.00¢	Yes	No
Stickney	2.50¢	Yes	Yes
Streamwood	3.25¢	Yes	No
Summit	4.50¢	Yes	Yes
Thornton	5.00¢	Yes	Yes
University Park	4.50¢	Yes	No
Volo	5.00¢	Yes	Yes
Warrenville	2.36¢	Yes	No
West Chicago	3.50¢	Yes	Yes
West Dundee	4.00¢	Yes	Yes
Westmont	4.50¢	Yes	No
Wheaton	3.00¢	Yes	Yes
Wheeling	5.00¢	Yes	Yes
Wilmette	2.40¢	Yes	Yes

(a) Effective April 1, 2024

205th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 64, 64.1 AND 64.5 OF ILL. C. C. NO. 16, SCHEDULE G (Superseding 204th Information Sheet Effective January 1, 2024)

RIDER 8 ADJUSTMENTS FOR MUNICIPAL, LOCAL GOVERNMENTAL UNIT & STATE UTILITY TAXES Applicable to all Rates

The additional charge currently applicable in each municipality which has levied a Gas Use Tax on therms delivered is shown below.

### TAX APPLICABLE TO

	Per Therm	Transportation	Rider 6
Municipality	Charge	<u>Therms</u>	<b>Therms</b>
Winnetka	5.00¢	Yes	No
Woodridge	5.00¢	Yes	No

(a) Effective April 1, 2024

III.C.C. No. 16 – Gas
3rd Revised Sheet No. 65
(Canceling 1<sup>st</sup> Revised Sheet No. 65, Effective April 11, 1996)

# Rider 9 Air Conditioning Service

# \*CANCELED

III.C.C. No. 16 – Gas 3rd Revised Sheet No. 66 (Canceling 1'' Revised Sheet No. 66, Effective April 11, 1996)

### Rider 10 Alternate Fuel Service

# \*CANCELED

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 67
(Canceling 1st Revised Sheet No. 67, Effective April 11, 1996)

## Rider 11 Thermal Content of Gas Supplied

### **Applicable to all Rates**

The number of cubic feet of gas registered by the meter shall be converted to therms on the basis of the average heating value of all natural gas purchased, and Customer-owned gas transported by the Company, exclusive of quantities supplied to Customers under certain contracts that do not use average heating values.

For the purposes hereof, natural gas shall be deemed to include solid, liquid and gaseous hydrocarbons, for augmenting gas supplies and/or as feedstock for producing supplemental natural gas, purchased on a firm supply basis at unregulated rates from non-affiliated sources, including sources other than pipeline companies.

#### Btu Factor.

For the purposes hereof, the average heating value of natural gas applicable to the gas usage covered by any bill shall be determined by dividing: (a) the aggregate heating value in Btu of the natural gas purchased, and Customer-owned gas transported during the first 12 of the 13 calendar months immediately preceding the calendar month in which the ending meter reading occurs by; (b) the total number of cubic feet of natural gas purchased, and Customer-owned gas transported in such period, as metered and adjusted to 14.65 pounds per square inch absolute pressure and a temperature standard of 60° Fahrenheit. Any fraction of 1 Btu per cubic foot in the average heating value so determined shall be dropped if less than 0.5 Btu or, if 0.5 Btu or more, shall be rounded up to the next full 1 Btu.

The Btu Factor, or number of therms per 100 cubic feet of gas, as determined hereunder and applicable to the Customer's bill shall be shown on the bill.

### \* Changes in Btu Factor.

On or before the 25th day of each month, the Company shall submit to the Chief Clerk's office of the Illinois Commerce Commission for verification details and data in explanation of the Btu Factor effective with meter readings taken on or after the first day of the following calendar month. Any change in the Btu Factor pursuant to the automatic provisions set forth above, shall not, unless otherwise ordered by the Illinois Commerce Commission, be made until the Company submits to the Commission, together with the above details and data in explanation thereof, an information sheet supplemental to this rider specifying the changed Btu Factor applicable under the provisions hereof. Such change in the Btu Factor shall become effective without further notice on the first day of the following calendar month.

### General.

Except as specified above, all other provisions of the rate shall apply.

Filed with the Illinois Commerce Commission on May 24, 2021 Issued pursuant to Order of the Illinois Commerce Commission entered May 13, 2021 in Docket No. 20-0606 Items in which there are changes are preceded by an asterisk (\*)

208th INFORMATION SHEET SUPPLEMENTAL TO SHEET NO. 67 OF III.C.C. NO. 16, SCHEDULE G

# Rider 11. Thermal Content of Gas Supplied

Applicable to All Rates

### Amount of Adjustment for Thermal Content of Gas Supplied

The number of therms per 100 cubic feet of gas supplied to customers under the provisions of Rider 11, thermal content of gas supplied, set forth on the designated sheets of the above schedule, is as follows:

Effective with meter reading periods ending in	Number of therms billed per 100 cubic feet of gas	
May 2024	1.048	

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 68
(Canceling 3rd Revised Sheet No. 68, Effective November 22, 2005)

### Rider 12 Environmental Cost Recovery

# Applicable to All Rates \* Except Rate 21, 82, and Other Negotiated Contracts

The charge for Environmental Cost Recovery ("ECR Charge"), applicable to all service classifications, shall be determined by the Company annually. Environmental remediation costs shall be charged to each applicable classification in identical percentages of the respective forecasted base rate revenues for each classification. For purposes of this rider, the following three classifications shall be applicable:

Residential (Rate 1) Small Non-residential (Rates 4, 5, 74 and 75) Large Non-residential (Rates 6, 7, 76 and 77)

Costs recoverable through the Environmental Cost Recovery Rider shall include all incremental costs incurred by the Company in connection with Environmental Activities as defined below. Such costs include, but are not limited to, fees, charges, billings, assessments or other liabilities (other than expenses for wages and salaries of the Company's employees); litigation expenses; acquisition costs of land purchased solely for the purpose of remediation; and costs or expenses associated with judgments, orders or decisions (including settlements) by a court, a governmental agency or department, or other adjudicatory or quasi-adjudicatory body. Recoverable costs will be credited to reflect proceeds received from insurance carriers or other entities which represent reimbursement of costs associated with environmental remediation that have been recovered by the Company through this rider.

As used in this rider: the term "filing month" shall mean the month in which a charge is determined by the Company and filed with the Commission; the term "Environmental Activities" shall mean the investigation, sampling, monitoring, testing, removal, disposal, storage, remediation or other treatment of residues associated with manufactured gas operations or with the dismantling of facilities utilized in manufactured gas operations or with other operations that generated substances subject to Federal, state or local environmental laws conducted at locations where manufactured gas operations or the dismantling of facilities utilized in manufactured gas operations were at any time conducted; the term "manufactured gas operations" shall mean all operations relating to the manufacture of gas, the storage, treatment, transportation and disposal of residues, and the storage of manufactured gas; the term "residues" shall mean and include any hazardous substance, raw materials, by-product, waste product and other residue.

An Annual Recovery Period is any calendar year following implementation of the rider.

On or before the 10th day of December each year, the Company shall file with the Commission an information sheet specifying the ECR Charge to be effective for service rendered during the following calendar year. Such filing shall include a statement showing the determination of such charge under Section A, the determination to be accompanied by data in explanation thereof.

(Continued On Sheet No. 69)

Filed with the Illinois Commerce Commission on July 21, 2023

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

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

### Rider 12 Environmental Cost Recovery

(Continued From Sheet No. 68)

### **Section A - Determination of ECR Charge.**

The Company shall determine under this Section the ECR Charge to be placed into effect with service rendered on and after the first day of January of each year. A separate ECR charge shall be calculated for each classification. Unless otherwise ordered by the Commission, such ECR Charge shall become effective as indicated in the information sheet filed with the Commission and shall remain in effect until superseded under the terms of this rider.

The ECR Charge shall be determined for each classification in accordance with the following formula:

$$ECR = \underbrace{(EC) \times P}_{CT} \times 100 + ARC$$

$$ARC = \frac{ARB \times P}{CT} \times 100$$

Where: ECR = The Environmental Cost Recovery Charge for each classification in cents per therm rounded to the nearest  $0.01\phi$ ; any fraction of  $0.01\phi$  shall be dropped if less than  $0.005\phi$ ; or, if  $0.005\phi$  or more, shall be rounded up to the next full  $0.01\phi$ .

EC = The forecasted amount of Environmental Costs for the succeeding annual Recovery Period.

ARC = The Annual Reconciliation Charge for each classification in cents per therm rounded to the nearest  $0.01\phi$ ; any fraction of  $0.01\phi$  shall be dropped if less than  $0.005\phi$ ; or, if  $0.005\phi$  or more, shall be rounded up to the next full  $0.01\phi$ .

ARB = Annual Reconciliation Balance from any overcollection or undercollection during the immediately preceding calendar year. (See Section B)

P = Ratio of forecasted throughput classification base revenue to total Company forecasted base revenue.

CT = The amount of forecasted throughput for each classification.

If amounts received from insurance carriers or other entities cause the ECR to be negative, the adjustment determined will be a refund to Customers. If the Company determines during the Annual Recovery Period that it is appropriate to revise the ECR charge to better match revenues recovered under this rider with actual coal tar cleanup costs incurred, or insurance or other recoveries received, during the Annual Recovery Period, the

(Continued on Sheet No. 70)

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

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 70
(Canceling 1st Revised Sheet No. 70, Effective April 11, 1996)

## Rider 12 Environmental Cost Recovery

(Continued From Sheet No. 69)

Company may, from time to time, calculate a revised ECR charge for each rate class to become effective as of the beginning of any calendar month during the Annual Recovery Period.

#### \* Section B - Reconciliation.

After each calendar year period, the Company shall make a reconciliation which will compare actual cost recovery (including recoveries through the rider and recoveries from insurance and other sources) with actual costs incurred. The Company shall file with the Commission an information sheet specifying the ARC charge. This reconciliation amount will be adjusted for interest at the short term interest rate as determined by the Commission multiplied by 0.67, and will be refunded or collected over a 12-month period beginning April 1 of each year. Any amounts resulting in a rounded adjustment of less than 0.01 cents per therm shall be carried forward.

### **Section C - Reports.**

The Company shall file with the Commission within 60 days after the end of each calendar year a statement reconciling the Company's actual environmental costs incurred with the amount recovered for such expenses through the Environmental Cost Recovery Rider. This statement shall also reconcile the net amounts, if any of environmental costs recovered from sources other than through this rider. The Statement of Expenses shall be certified by the Company's independent certified public accountants and verified by an officer of the Company.

### Section D - Commission Review.

Upon review of the annual report filed by the Company under Section C, the Commission may, by order, require a hearing to receive from the Company such evidence as the Commission requires regarding any aspect of Environmental Activities for which costs were incurred in that year, including a prudence review of Environmental Activity costs incurred in the prior calendar year. Included in such review, the Company will provide testimony regarding the prudence of the Company's environmental costs included in the filing in accordance with: (1) reasonable and appropriate business standards; (2) the requirements of other relevant state and/or federal authorities; (3) the minimization of costs to ratepayers, consistent with safety, reliability, and quality assurance; and (4) the facts and knowledge that the Company knew or reasonably should have known at the time the costs were incurred. If, within 10 months after the filing of any annual report filed under Section C, the Commission has not ordered a hearing to review this filing, the Company may at any time thereafter, file a petition with the Commission to initiate a hearing to reconcile the amounts collected under this rider and recoveries from any other sources with the costs prudently incurred by the Company for Environmental Activities. If the Commission finds, after hearing, that any amounts were incorrectly debited or credited to the Environmental Cost Recovery Rider during that year, the Commission may by order require that the rider be adjusted by appropriate credits or debits thereto. Any adjustments so ordered shall be reflected in the ECR charge over a succeeding 12-month period.

# 86TH INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 68, 69 AND 70 OF ILL.C.C. NO. 16, SCHEDULE G

# Rider 12. Environmental Cost Recovery

Applicable to All Rates (Except Rate 21 and other Negotiated Contracts)

### Environmental Cost Recovery Effective with Service Rendered on or after May 1, 2024

LINE			Small Non-	Large Non-
NO.		Residential (1)	Residential (2)	Residential (3)
1	Basic Charge per Therm	1.74 ¢	0.81 ¢	0.23 ¢
2	Annual Reconciliation Charge	<u>0.17 ¢</u>	0.08 ¢	0.03 ¢
3	Total Charge	1.91 ¢	0.89 ¢	0.26 ¢

- (1) RESIDENTIAL CUSTOMER (RATE 1)
- (2) SMALL NON-RESIDENTIAL CUSTOMERS (RATES 4, 5, 74 AND 75)
- (3) LARGE NON-RESIDENTIAL CUSTOMERS (RATES 6, 7, 76 AND 77)

Ill.C.C. No. 16 - Gas 10th Revised Sheet No. 71 (Canceling 9th Revised Sheet No. 71, Effective April 25, 2022)

### Rider 13 Supplier Transportation Service

### Applicable to Rates 74, 75, 76 and 77

#### \* Availability.

This rider shall be available for any Customer or Supplier representing group accounts being served under Rates 74, 75, 76 and 77. Such Customer or Supplier shall be referred to hereafter as the Group Manager. As of May 1, 2022, each Group shall be limited to a maximum of 200 accounts. As of February 1, 2024, each Group shall be limited to a maximum of 600 accounts.

For Customers applying for service under this rider, service will begin only after installation of all daily metering facilities.

### Charges shall be the sum of (a) through (e).

The following charges will be billed at the Group Manager level.

(a) <u>Group Charge</u> \$95.00 per month per Group.

### (b) Excess Storage Charge

Prior to May 1, 2023, the Excess Storage Charge shall be 10¢ per therm for the maximum amount in storage in excess of the Group's Storage Banking Service capacity on any day during the billing period. If such maximum excess amount is less than five percent of the Group'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.

As of May 1, 2023, the Excess Storage Charge will be eliminated.

### (c) Requested Authorized Use Charge

Prior to May 1, 2023, 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 rider.

As of May 1, 2023, Requested Authorized Use will no longer be available.

#### (d) 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 rider.

### (e) <u>Unauthorized Use Charge</u>

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 rider

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. 72)

Ill.C.C. No. 16 - Gas 10th Revised Sheet No. 72 (Canceling 9th Revised Sheet No. 72, Effective July 15, 2021)

## Rider 13 Supplier Transportation Service

(Continued From Sheet No. 71)

### \* (f) Daily and Monthly Cash-Out Charges

As of May 1, 2023, Group Manager will be subject to Daily and Monthly Cash-Out Charges as defined in the Terms and Conditions. Revenues arising through the application of the Daily and Monthly Cash-Out charges will be credited to Rider 6, Gas Supply Cost.

All other charges will be billed to the individual members accounts, including but not limited to, Storage Banking Service, Firm Backup Service, Administrative, Monthly Customer, Recording Device and Transportation Service Adjustment.

#### Contract.

The Group Manager must provide adequate assurances of payment to the Company in the form of a cash deposit, letter of credit or parental guarantee, at the Company's sole discretion, in an amount equivalent to two months of service, including gas costs, under this rider.

The contract between the Company and the Group Manager shall provide for: (a) the measurement of Group-owned gas delivered to the Company; (b) the rate or rates of delivery of gas transported for any Group Manager hereunder; and (c) the procedure by which the Group Manager shall nominate daily delivery quantities of Group-owned gas to the Company. The Group Manager shall arrange to have the pipeline transporter and the seller/shipper or Renewable Gas Producer, if applicable, provide the Company with the daily delivery data for all Group-owned gas delivered to the Company's system.

### \* Storage.

Prior to May 1, 2023, on any day in which Group-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Group'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 Group's use. The Group Manager may place into storage amounts up to the aggregate of the individual Group members' Storage Banking Service capacity selected. Rider 13 Groups managed by the same Group Manager shall be combined for the purpose of determining only their SWF.

On a Critical Day or an OFO Shortage Day, each individual group member's withdrawal of gas from storage shall be limited to the Group's Storage Withdrawal Factor (SWF) times 0.017 times the individual member's Storage Banking Service capacity. See Terms and Conditions for additional limitations and Order of Deliveries.

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

(Continued On Sheet No. 72.1)

Ill.C.C. No. 16 - Gas 2nd Revised Sheet No 72.1 (Canceling 1st Revised Sheet No. 72.1, Effective May 28, 2021)

### Rider 13 Supplier Transportation Service

(Continued From Sheet No. 72)

### \* Storage (continued).

As of May 1, 2023, on any day in which Group-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Group's metered gas deliveries from the Company, the Group Manger may place into storage amounts up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions. The volume of gas injected by the Group Manager will be held in storage by the Company and available for the Group's use. On the calendar day before each gas day, the Company will provide each Group Manager the Daily Storage Activity Parameters for the next gas day. This information will be made available for Group Managers to access electronically.

On a Critical Day, each individual group member's withdrawal of gas from storage shall be limited to 0.017 times the individual member's Storage Banking Service capacity. See Terms and Conditions for additional limitations and Order of Deliveries.

On any day, other than a Critical Day, in which Group-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Group members' aggregate metered gas deliveries from the Company, storage held in the Group's account will be withdrawn in an amount up to the Storage Banking Service capacity subject to the Daily and Monthly Storage Parameters as defined in the Terms and Conditions.

### Super-pooling on Critical Days.

In the event a Rider 13 group incurs Unauthorized Use Charges on a Critical Day, the Group Manager will have the right to submit a written request within fifteen (15) days of the issuance date of the bill for a reallocation of Critical Day deliveries between the Group Manager's Rider 13 pools in order to reduce or eliminate the charges. The Group Manager shall provide the Company with written documentation which demonstrates that its other commonly-managed Rider 13 Groups' Critical Day deliveries would have eliminated the Unauthorized Use condition in whole or in part.

### General.

The schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to these Terms and Conditions 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, Unauthorized Use, Daily Storage Parameters, and Monthly Storage Parameters.

### Rider 14 Controlled Attachment Plan

### **Applicable to All Rates**

As gas supply conditions permit, gas service will be provided for new or additional load, subject to the following conditions:

### Requests.

A written application on the Company's form will be required, except for all First Priority loads and for Second, Third and Fourth Priority loads for 3,000 therms per month or less, which the Company may exempt from the written application requirement. Applicants for new or additional gas load under this Rider shall inform the Company of the nature and size of any new or additional gas equipment to be served together with the nature and size of any existing gas equipment served by the Company. The Company shall not in any event be required to serve a new or additional load unless, in the Company's judgment, a sufficient supply of gas is available or can be arranged by the Company.

### Authorizations.

Except as otherwise provided below by "Restrictions on Use of Gas", applications for gas will be authorized according to the following priority classes and, within priority classes, by monthly load groupings in the chronological order received:

First Priority. Residential single family loads.

Second Priority. Residential multifamily loads, hospitals, state-licensed nursing homes and orphanages,

and school facilities employed to provide instruction for children at grade levels

equivalent to those designated kindergarten through twelve by public schools.

Third Priority. Other commercial loads.

Fourth Priority. Industrial loads.

(Continued On Sheet No. 74)

### Rider 14 Controlled Attachment Plan

(Continued From Sheet No. 73)

Monthly Load Groupings (Authorized Gas Load in Therms Per Month)		
(a) Zero	up to and including	3,000
(b) Over	3,000 up to and including	12,000
(c) Over	12,000 up to and including	30,000
(d) Over	30,000 up to and including	60,000
(e) Over	60,000 up to and including	300,000
(f) Over	300,000 up to and including	600,000
(g) Over	600,000 up to and including	1,500,000
(h) Over	1,500,000 up to and including	3,000,000
(i) In excess of		3,000,000

Customers with gas load authorized under present or prior provisions of this rider will be eligible for additional load only to the extent that current authorization levels exceed load previously authorized.

Except at the Company's option for the First Priority Class and for Second, Third and Fourth Priority Class loads for 3,000 therms per month or less, all authorizations hereunder shall be in writing and shall become void: (1) if the Customer or Applicant does not notify the Company, in writing, within 30 days from the authorization date, that the new or additional load will be used; and (2) if the Customer or Applicant does not begin using the authorized gas load within 12 months from the authorization date. The Company may specify a shorter period of six months for the conversion of loads to gas from another fuel or energy and a longer period, as determined by the Company, for the construction of a new facility. Authorizations may be used only at the premises for which the load is requested. Existing authorized monthly load may be transferred, but only to another location of the same Customer.

The Illinois Commerce Commission shall be provided 30 days advance notice of any change in the rate of growth or the proposed release of gas permits which have an estimated annual impact equivalent to more than 1/2 of 1% of the Company's total annual sales as reported in the most recent Annual Report (Form 21) filed with the Commission.

(Continued On Sheet No. 75)

### Rider 14 Controlled Attachment Plan

(Continued From Sheet No. 74)

### Restrictions on Use of Gas.

No restrictions on the use of gas under this rider currently apply.

### Violations.

If any Customer uses gas service contrary to the provisions hereof, such use shall be subject to Unauthorized Use, as applicable to the rate, and the Company is authorized to discontinue the entire supply of gas service to such Customer for the purpose of enforcing the intent hereof, and to withhold such supply until the Company is assured to its satisfaction that the unauthorized use of gas service will not be resumed.

#### General.

Except as specified above, all other provisions of the rate shall apply.

Ill.C.C. No. 16 - Gas

22nd Revised Sheet No. 75.1
(Canceling 19th Revised Sheet
No.75.1, Effective October 8, 2019)

### Rider 15 Customer Select

### Applicable to Rates 1, 4, and 5

### Availability.

Service under this rider is available to all Customers who enter into an agency contract with an approved Supplier as specified under Rider 16, Supplier Aggregation Service. Municipal accounts receiving franchise gas or accounts with multiple meters will not be eligible for service under this rider.

Service under this Rider shall begin with the first bill with a beginning reading date at least 14 calendar days from the date the Company receives notification of the Customer's enrollment in the program. Customer must have an actual meter reading date within an acceptable time period, determined solely by the Company.

### \* Charges.

The rates for service hereunder shall be those of the Customer's companion rate, excluding Factor GC of Rider 6, Gas Supply Cost. In place of Factor GC, the Customer shall be charged a Balancing and Storage Adjustment which shall be the sum of the following: (1) Transportation Service Adjustment (TSA); (2) Storage Service Cost Recovery (SSCR); and (3) Customer Select Balancing Charge (CSBC) multiplied by the Customer's total use in the billing period, each such component as determined in Rider 6, Gas Supply Cost. Additionally, the Customer shall receive a Transportation Service Credit (TSC) consisting of the sum of: (1) a 0.08 cent per therm storage withdrawal adjustment credit, and (2) a 0.25 cent per therm credit for gas in storage, multiplied by the Customer's total use in the billing period. In the event that the Customer's Supplier does not provide the Company the required firm supply affidavit by November 1 of each year, as required under Rider 16 - Supplier Aggregation Service, the Company shall charge the Customer the Company's Non Commodity Gas Cost (NCGC), as filed from time to time as part of Rider 6, Gas Supply Cost, in place of the CSBC, from November 1 through March 31.

### Company/Supplier/Customer Contracts.

The Customer's Supplier shall warrant that it has obtained agreement with the Customer specifying the Supplier as the sole agent for the Customer under this program. The Company, in turn, will notify the Supplier as to the Customer's beginning date of enrollment into the program. In the event that a Customer contracts with more than one Supplier during a billing period, the Company will accept the first notification it receives from a Supplier as a valid contract by the Customer. The Company and Supplier shall notify each Customer of enrollment in the program. Customers shall be served under this Rider until they or their Supplier notifies the Company to terminate their participation.

### **Changing Suppliers.**

A Customer may change its Supplier no more than once every billing period. A change of Supplier will become effective with the first bill with a beginning reading date of at least 14 calendars days from the date the Company receives notification of the requested change. It is the Customer's responsibility to coordinate any required contractual arrangements with Suppliers.

### **Termination of Service.**

Customers that change service locations within the Company's service territory will continue to receive service under Customer Select unless the Company is otherwise instructed by the Customer or their Supplier.

(Continued On Sheet No. 75.2)

Ill.C.C. No. 16 – Gas 10th Revised Sheet No.75.2 (Canceling 8th Revised Sheet No. 75.2, Effective October 8, 2019)

### Rider 15 Customer Select

(Continued From Sheet No. 75.1)

Customer may terminate their participation in the Customer Select program at any time by notifying either the Company or their Supplier. Upon receipt of the notice to terminate, Customers shall be terminated from the program effective with the next billing period. A Supplier may refuse to continue serving a Customer subject to providing notice to the Customer and the Company. Customers that are 45 days or more in arrears for payment of services rendered by the Supplier, may be prospectively returned to Nicor Gas sales service at the Supplier's request. In the event that the Customer returns to sales service for any reason other than non-payment to the Supplier, the Customer shall have 120 days from the time of termination to select another Supplier or the Customer will be placed on sales service for a period of not less than twelve months starting from the date of such termination. A Customer returned to sales service by Supplier because of non-payment will be placed on sales service for a period of not less than twelve months starting from the date of such termination.

### \* Billing and Payment.

Unless notified by the Customer or the Customer's agent, the Company shall issue its bill for transportation service under this rider directly to the Customer on the Company's normal billing schedule. The Customer, or the Customer's agent, may direct the Company to issue its bill to the Customer's agent.

Partial payments to a Customer account shall be prioritized as follows: 1) overdue regulated charges; 2) overdue supplier charges; 3) current regulated charges; and 4) current supplier charges.

Monies received by the Company from third-parties, such as the Low Income Home Energy Assistance Program, for the benefit of the Customer, if agreed to by the contributing third-party, shall first be used to pay any Company past due amounts and then any past due amounts owed the Supplier. Any remaining funds will then be applied to current amounts owed the Company and then current amounts owed the Supplier. The Company shall hold any remaining amounts.

In the event the Company has to cancel and rebill a Customer, the Customer shall be notified by its current or previous Supplier of any changes to amounts owed to the Supplier for the Supplier's services, including any refunds owed by the Supplier to the Customer.

#### General.

Except as specified herein, all other provisions of the Customer's rate shall apply. The Schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to those Terms and Conditions, including any changes authorized by the Commission subsequent to the initial effective date of this rider.

Ill.C.C. No. 16 - Gas 13th Revised Sheet No. 75.3 (Canceling 12th Revised Sheet No.75.3, Effective July 15, 2021)

### Rider 16 Supplier Aggregation Service

#### **Applicable to Rider 15**

#### Availability.

Service under this rider is available to any approved Supplier representing a group of Customer accounts being served under Rider 15, Customer Select. Suppliers shall enter into a Supplier Aggregation Agreement with the Company to transport gas from an interconnection between the Company and a pipeline or a Renewable Gas Service Interconnect to a Customer and the following requirements shall also apply:

- (a) the Supplier shall contract for transportation of direct purchases from the delivery point of the seller to an existing pipeline interconnection with the Company's facilities as approved by the Company, or where the Customer has contracted for purchases from a Renewable Gas Producer to a Renewable Gas Service Interconnect which interconnection, or Renewable Gas Service Interconnect in the sole judgment of the Company, is capable of receiving the Supplier's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general use; and
- (b) the final pipeline transporter, or if applicable Renewable Gas Producer, of such gas shall agree to provide daily delivery data for such gas to the Company; and
- (c) satisfactory evidence of Supplier's applicable purchase arrangements with seller(s) and intrastate or interstate transporters shall consist of an affidavit submitted to the Company; and
- (d) all such arrangements shall have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company.

#### Charges.

There will be a one-time application charge of \$2,000 per Supplier at the time of submitting a completed Supplier Aggregation Agreement.

Monthly charges for each Group shall be the sum of (a) through (h).

(a) <u>Group Charge</u> \$200.00 per month. A Supplier may form a Group with any number of Customers included.

#### \* (b) Group Additions

For Transportation Customers that are removed from a previously non-Customer Select Group, the fee for Group Changes as specified in Terms and Conditions of this Tariff, Sheet No. 52.1, shall also apply. Prior to May 1, 2023, any gas remaining in storage as of the Customer's beginning date for Customer Select, shall be valued at the price reported in <a href="Natural Gas Week">Natural Gas Week</a>, or a similar publication if <a href="Natural Gas Week">Natural Gas Week</a> is not available, for Chicago area spot gas times 0.90. The price used will be the most current published price prior to the Customer's beginning date for Customer Select. As of May 1, 2023, any gas remaining in storage will be valued as described in the Valuing of Gas in Storage section of the Terms and Conditions.

(Continued On Sheet No. 75.4)

Ill.C.C. No. 16 - Gas 12th Revised Sheet No. 75.4 (Canceling 11th Revised Sheet No.75.4, Effective May 28, 2021)

# Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.3)

### \* (c) Storage Purchase In Place/Cash-Out

Prior to May 1, 2023, in the event that Supplier's On-system Storage Capacity level increases significantly in any given injection month due to changes in the Supplier's customers annual volumes, Supplier may purchase from Nicor storage inventory gas at then current first of the month price index published in Inside F.E.R.C.'s Gas Market Report for Chicago City Gate to enable the Supplier to meet its minimum Onsystem Storage inventory levels as set forth below. Corresponding, in the event that Supplier's On-system Storage Capacity level decreases significantly in any given injection month due to changes in the Supplier's customers annual volumes, Supplier may sell to Nicor storage inventory gas at then current first of the month price index published in Inside F.E.R.C.'s Gas Market Report for Chicago City Gate to enable the Supplier not to exceed its maximum On-system Storage Capacity level. In any case, upon reasonable notification, Nicor, at its sole discretion, may require a Supplier to purchase or sell storage inventory gas under the same price guidelines as outlined in this paragraph to meet prescribed On-system Storage inventory levels as set forth below.

As of May 1, 2023, Suppliers will be subject to Daily and Monthly Cash-Out Charges as defined in the Terms and Conditions.

### \* (d) <u>Critical Day Non-Performance Charge</u>

Prior to May 1, 2023, for each therm of delivery on a Critical Day less than the greater of the two amounts specified under Daily Delivery Range, the Company will sell gas to the Group and the charge shall be the sum of \$6.00 per therm plus the higher of: (a) the Rider 6 Gas Supply Cost; or (b) the Market Price as defined in the Terms and Conditions applicable to this rider.

As of May 1, 2023, for each therm of delivery on a Critical Day less than 0.017 x Group's storage capacity, the Company will sell gas to the Group and the charge shall be the sum of \$6.00 per therm plus the higher of: (a) the Rider 6 Gas Supply Cost; or (b) the Market Price as defined in the Terms and Conditions.

### \* (e) Operational Flow Order Non-Performance Charge

Prior to May 1, 2023, on any day where the Company has imposed an Operational Flow Order, each therm of underdelivery of the Daily Delivery Range will be sold to the Group and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> 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 Daily Delivery Range will be purchased from the Group and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. As of May 1, 2023, OFO Non-Performance Charges will no longer be applicable.

### \* (f) <u>Daily Delivery Non-Performance Charge</u>

Prior to May 1, 2023, for each therm of underdelivery below the Daily Delivery Range, as defined below, on any day other than a Critical Day or when an Operational Flow Order has been issued, the Company will sell gas to the Group and the charge shall be 110% of the high price of gas as reported for Chicago citygate deliveries by <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> 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. 75.5)

Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 75.5 (Canceling 15th Revised Sheet No.75.5, Effective May 28, 2021)

### Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.4)

For each therm of overdelivery above the Daily Delivery Range on any day other than a Critical Day or when an Operational Flow Order has been issued, the Company will purchase gas from the Group and the payment shall be 90% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance.

\* As of May 1, 2023, Daily Delivery Non-Performance Charges will no longer be applicable.

### \* (g) Month End Delivery Non-Performance Charge

Prior to May 1, 2023, for the winter period, for each calendar month where total deliveries by the Supplier for a Group varies by more than plus five percent from the Group's total estimated daily use for the month, the Company will charge the Supplier, based on the variance, a Non-Performance charge of \$1.00 for each therm exceeding the plus five percent. For the summer period, for each calendar month where total deliveries by the Supplier for a Group varies by more than minus five percent from the Group's total estimated daily use for the month, the Company will charge the Supplier, based on the variance, a Non-Performance charge of \$1.00 for each therm less than the minus five percent.

As of May 1, 2023, Month End Delivery Non-Performance Charges will no longer be applicable.

Revenues and costs arising from items (c) through (g) shall be included in Rider 6, Gas Supply Cost.

### Storage Capacity.

Each Group shall be assigned storage capacity at the rate of 30 times the Group's MDCQ, plus an additional six (6) times the Group's MDCQ of operational balancing storage which shall be cycled annually, for a total of 36 times the Group's MDCQ. A combined total storage capacity of 36 times the Group's MDCQ will then be used as the basis for calculating monthly storage inventory target levels and the daily storage injection capacity.

#### \* Daily Storage Capacity Parameters.

Prior to May 1, 2023, during the winter period, defined as November 1 through April 30, a Supplier may withdraw up to 1.6 percent times the Group's storage inventory as of November 1 on any day that is not a Critical Day or an OFO Shortage Day. If, at the end of any calendar month, the Supplier's storage inventory is less than forty (40) percent of the Supplier's inventory as of the preceding November 1, then the Supplier's Daily Withdrawal Capacity will be reduced from 1.6 percent to 1.2 percent. If, at the end of any calendar month, the Supplier's inventory is less than 25 percent of the Supplier's inventory as of the preceding November 1, the Supplier's Daily Withdrawal Capacity will be further reduced to 0.9 percent.

(Continued On Sheet No. 75.6)

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Effective April 25, 2022 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 14th Revised Sheet No. 75.6 (Canceling 13th Revised Sheet No.75.6, Effective May 28, 2021)

## Rider 16 Supplier Aggregation Service

(Continued From Sheet 75.5)

### \* Daily Storage Capacity Parameters (continued).

Prior to May 1, 2023, during the summer period, defined as May 1 through October 31, a Supplier may nominate on any day that is not an OFO Surplus Day up to 0.8 percent of the storage capacity assigned to the Group to be injected into storage.

As of May 1, 2023, Suppliers will be subject to Daily Storage Parameters as defined in the Terms and Conditions. On the calendar day before each gas day, the Company will provide each Supplier the Daily Storage Activity Parameters for the Group for the next gas day. This information will be made available for Suppliers to access electronically.

### \* Storage Inventory Target Levels.

Prior to May 1, 2023, Suppliers will meet the following storage inventory target levels at the end of each calendar month:

January	35% to 60% of the storage capacity
February	15% to 35% of the storage capacity
March	0% to 35% of the storage capacity
April	0% to 35% of the storage capacity
May	15% to 100% of the storage capacity
June	15% to 100% of the storage capacity
July	45% to 100% of the storage capacity
August	45% to 100% of the storage capacity
September	45% to 100% of the storage capacity
October	95% to 100% of the storage capacity
November	55% to 100% of the storage capacity
December	55% to 75% of the storage capacity

As of May 1, 2023, Suppliers will be subject to Monthly Storage Parameters as defined in the Terms and Conditions.

### \* Estimated Daily Use.

Prior to May 1, 2023, before the first of each month, the Company shall provide to the Supplier, for each of the Supplier's Groups, the estimated daily use of gas as a function of heating degree days. During the calendar month, on the business day before each gas day, the Company shall notify each Supplier by 8:30 A.M. of the estimated daily use for the next five gas days, based on the most recent forecast of heating degree days available to the Company.

As of May 1, 2023, estimated daily use will no longer be provided.

(Continued On Sheet No 75.7)

Ill.C.C. No. 16 - Gas 11th Revised Sheet No. 75.7 (Canceling 10th Revised Sheet No.75.7, Effective May 28, 2021)

# Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.6)

### \* Daily Delivery Range.

Prior to May 1, 2023, for the winter period, the Supplier's daily delivery range will be a maximum of the estimated daily use of the Group plus 10 percent and a minimum of the estimated daily use of the Group less 10 percent less the Group's daily storage withdrawal capacity. At the end of the month, a Supplier's total deliveries, adjusted for unaccounted for gas, must be within the range of the total estimated daily use of the Group for the month plus 5 percent and the total of the daily minimum level for the month.

For the summer period, the Supplier's daily delivery range will be a maximum of 110 percent of the estimated daily use of the Group plus the Group's daily storage injection capacity and a minimum of the estimated daily use of the Group less 10 percent. At the end of the month, a Supplier's total deliveries, adjusted for unaccounted for gas, must be within the range of the total of the daily maximum level for the month and the total estimated daily use of the Group for the month less 5 percent.

On a day when the Company has issued an Operational Flow Order, the Daily Delivery Range may be adjusted to address the Company's operational concerns. On a Critical Day, the Supplier shall deliver the greater of 1) the Supplier's firm supply requirements as estimated on October 1, or 2) 34 percent of the Group's current MDCQ.

As of May 1, 2023, the daily delivery range is no longer applicable. Suppliers must adhere to the Daily and Monthly Storage Parameters or be subject to Daily and Monthly Cash-Outs as defined in the Terms and Conditions.

#### Bill Issue Date.

A calendar month-end bill shall be issued to the Supplier showing the amount of gas received, including an adjustment for unaccounted for gas, storage activity and amount delivered to Group members. The amount of gas delivered to Group members shall be determined by the billed use of Group members and usage for the unbilled period of the month.

### Company and Supplier Contract.

Upon payment of the Application Charge, the Company and Supplier shall enter into a Supplier Aggregation Agreement, in a form specified by the Company, which shall specify the obligations of the Supplier under Riders 15 and 16. The Company shall evaluate the capabilities of the Supplier. Supplier shall provide adequate assurances of payment to the Company in the form of a cash deposit, letter of credit or parental guarantee, at the Company's sole discretion, in an amount equal to the estimated maximum daily contract quantity, in therms, of Customers served by the Supplier, multiplied by \$2.00 per therm. Such amount shall be determined based on the Customers served by the Supplier.

(Continued On Sheet No. 75.8)

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Ill.C.C. No. 16 - Gas 13th Revised Sheet No. 75.8 (Canceling 12th Revised Sheet No.75.8, Effective May 28, 2021)

## Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.7)

### \* Company and Supplier Contract (continued).

Prior to May 1, 2023, the Supplier shall annually provide proof, by affidavit, of firm supply to the Company's interconnection with a pipeline sufficient to provide a minimum of 34 percent of the Group's maximum daily contract quantity as of October 1, for the period November 1 through March 31, and for each corresponding period thereafter. Each Supplier must warrant that neither it, nor its firm supplier, if applicable, has any firm obligations that are in conflict with the capacity to be used to serve Rider 15 Customers. In the event the Supplier does not provide the required affidavit by November 1 of each year, the Company shall charge the Supplier's Customers the Company's Non-Commodity Gas Cost (NCGC), in place of the CSBC, as filed from time to time as part of Rider 6, Gas Supply Cost, times the Customer's usage from November 1 through March 31.

As of May 1, 2023, the Supplier shall annually provide proof, by affidavit, of firm supply to the Company's interconnection with a pipeline sufficient to provide a minimum of the Group's maximum daily contract quantity less critical day withdrawal rights (0.017 x Group's storage capacity) as of October 1, for the period November 1 through March 31, and for each corresponding period thereafter. Each Supplier must warrant that neither it, nor its firm supplier, if applicable, has any firm obligations that are in conflict with the capacity to be used to serve Rider 15 Customers. In the event the Supplier does not provide the required affidavit by November 1 of each year, the Company shall charge the Supplier's Customers the Company's Non-Commodity Gas Cost (NCGC), in place of the CSBC, as filed from time to time as part of Rider 6, Gas Supply Cost, times the Customer's usage from November 1 through March 31.

### \* System Operational Controls.

The Company shall maintain actual physical and operational control of all storage, transmission, distribution and other facilities on its system. Each shipper shall provide the Company with the names of at least two persons, along with their telephone numbers and email addresses, for the Company to contact on operating matters (including Operational Flow Orders and Critical Day notices) at any time, on a 24-hour a day and 365-day a year basis. Such contact persons must have the proper authority and adequate expertise to handle such operating matters.

If the Company, in its sole discretion, determines that a situation is or may be developing that would impede the efficient operation of the system in which adequate pressures may not be maintained or overall operational integrity could be threatened, or if such an event actually occurs, the Company is empowered to take such action it deems necessary to alleviate the situation so that it can provide safe and reliable service.

Prior to May 1, 2023, to alleviate the situation, the Company shall first request Suppliers to voluntarily increase or decrease nominations to the system, shift nominated volumes from certain pipeline citygate stations to other pipeline citygate stations, or take other actions that would alleviate the situation.

In the event such voluntary actions do not alleviate the situation, the Company will implement an Operation Flow Order ("OFO"). Suppliers will be notified of any OFO at least two hours before the North American Energy Standards Board Timely nomination deadline on the interstate pipelines that interconnect with the Company's facilities. Such OFO could change the Daily Delivery Range for Suppliers. In addition, the Company may limit the quantity of gas accepted at certain citygate stations in a manner consistent with the Priority of Supply provision as described in Terms and Conditions. It is the Supplier's responsibility to arrange for delivery to any non-constrained citygate station. If such actions are insufficient to alleviate the situation, or if there is not sufficient time to implement the actions, the Company reserves the right to unilaterally take such actions as may be necessary to maintain system pressure and preserve the overall integrity of the Company's system (or any portion thereof) in the most cost effective manner available. The Company is authorized to use all the resources of its system to such ends, through the integrated operation of storage and supply received into the system, even though gas affected by such actions is not owned by the Company. Any such costs incurred to maintain the system under an OFO will be recovered from sales customers and participating Suppliers, though the Company's Rider 6, Gas Supply Cost, with a credit applied for any Operational Flow Order Non-Performance charges.

(Continued On Sheet No. 75.9)

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Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 75.9
(Canceling 4th Revised Sheet No. 75.9, Effective May 28, 2021)

## Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.8)

### \* System Operational Controls (continued).

The Company shall not impose an OFO on Customer Select Suppliers unless it imposes similar conditions on all other classes of Customers.

In the event that the Company implements an Operational Flow Order, the Company shall provide the Commission with a report detailing: the situation that required the Company to issue an OFO, changes in the Daily Delivery Range of each Supplier, limitations placed on the quantity of gas delivered by each Supplier to city-gate stations, any actions that Suppliers were required to take as a result of the OFO, the quantity of under-deliveries or over-deliveries of each Supplier, OFO non-performance charges assessed to each Supplier, the name of each Supplier affected by the OFO, any actions that the Company undertook to resolve the situation (such as spot market purchases, exchange agreements, use of no-notice service, storage management, etc.) and documentation supporting the costs associated with such actions.

As of May 1, 2023, Operational Flow Orders are not applicable.

#### Standards of Conduct.

As a condition of eligibility for service under this rider, the Supplier shall adhere to the following Standards of Conduct:

- (a) render all bills to Customers in clear and understandable language;
- (b) include the telephone number of the Supplier's Customer information center and Nicor Gas' emergency number and statements that Nicor Gas should be notified in the event of an emergency or suspected gas leak on all bills rendered to Customers:
- shall, for all bills issued that include the Company's charges, separately identify the Supplier's charges and the Company's charges;
- (d) provide a toll-free telephone exchange or a local telephone exchange number for Customers to contact the Supplier;
- (e) include a statement on all bills rendered to Customers indicating that service was rendered pursuant to the Company's Customer Select Program;
- (f) promptly notify any current or past customers of any billing adjustment for cancels and rebills;
- (g) establish Customer complaint procedures and respond to complaints promptly;
- (h) ensure that Customers are given adequate prior notice (15 days) of termination of commodity service from the Supplier prior to any applicable contract termination or at least 15 days notice in the event of non-payment of Supplier services for more than 45 days;

(Continued On Sheet No. 75.9.1)

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 75.9.1
(Canceling 2nd Revised Sheet No. 75.9.1, Effective November 22, 2005)

# Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.9)

- \* (i) refrain from direct marketing to Customers on the Company's "Do Not Contact List";
- \* (j) adhere to any applicable truth in advertising laws;
- \* (k) refrain from telemarketing to the Company's Customers between the hours of 9:00 P.M. and 8:00 A.M.;
- \* (1) shall comply with the following requirements with respect to marketing, offering and provision of products or services to residential retail Customers;
  - (i) Any marketing materials which make statements concerning prices, terms and conditions of service shall contain information that adequately discloses the prices, terms and conditions of the products or services that the Supplier is offering or selling to the customer:
  - (ii) Before any Customer is switched from another Supplier, the new Supplier shall give the customer written information that adequately discloses, in plain language, the prices, terms and conditions of the products and services being offered and sold to the Customer;
- \* (m) provide to each Customer added to or deleted from a Group they manage, a letter of explanation sent through the United States mail;
- \* (n) include as a minimum, the following information for voice recorded customer contract; name of Supplier, authorization of Supplier as agent, pricing of natural gas, other charges, contract termination charges (if any), Customer name, and account number; and
- \* (o) file with the Illinois Commerce Commission and provide to the Company a copy of bill formats, standard Customer contract and Customer complaint and resolution procedures, and provide a Supplier contact and telephone number, and on an on-going basis as warranted by changes in any of the above;
- \* (p) shall provide each Customer the opportunity to rescind its agreement without penalty within ten business days after the date on the utility notice to the Customer and within ten business days after the date of the first bill issued to the Customer for services provided by the Supplier.

(Continued On Sheet No. 75.9.2)

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 75.9.2
(Canceling 3rd Revised Sheet No. 75.9.2, Effective October 8, 2019)

# Rider 16 Supplier Aggregation Service

(Continued From Sheet No. 75.9.1)

Failure to comply with the Standards of Conduct is a basis for removal as a qualified Supplier under Customer Select. Any party alleging improper enforcement of the Standards of Conduct may file a complaint with the Illinois Commerce Commission pursuant to Section 10-108 of the Illinois Public Utilities Act.

### Company/Supplier/Customer Contracts.

The Supplier shall provide to the Company, by electronic data transmission, a listing of each Customer to be included in a Group. Such listing shall include the Customer's account number, name and address. The Supplier warrants that it has obtained authorization from each Customer specifying the Supplier as the sole agent for the Customer and agrees to provide to the Company access to the agency agreements for purposes of auditing compliance. The Company, in turn, will notify the Supplier as to the Customer's beginning date of enrollment into the program. Thereafter, the Supplier shall notify each Customer of enrollment in the program. Customers shall be served under this Rider until they or their Supplier notifies the Company to terminate their participation.

The Supplier warrants that it has obtained a Letter of Agency (LOA) from each Customer added to a Group via any authorization method. Suppliers must include a LOA on their internet site if Customers are allowed to signup via internet and must have a voice recorded LOA if Customers are enrolled via the telephone. Such LOAs must contain the following at a minimum: date of the agreement; name of the Customer of record; service address; mailing address; daytime and evening telephone numbers; utility account number; name of the supplying company; and the Customer's authorization. The Supplier must retain all LOAs for as long as the Customer receives service from the Supplier.

### \* Payment Priority

Partial payments to a Customer account shall be prioritized as follows: 1) overdue regulated charges; 2) overdue supplier charges; 3) current regulated charges; and 4) current supplier charges.

### \* General

The schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to these Terms and Conditions including, but not limited to, Transportation Limitations and Amounts, the Critical Day definition, definitions of an Operational Flow Order Day, Daily Storage Parameters, and Monthly Storage Parameters, including any changes authorized by the Commission subsequent to the initial effective date of this rider.

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Ill.C.C. No. 16 - Gas 16th Revised Sheet No. 76 (Canceling 15th Revised Sheet No. 76, Effective July 15, 2021)

### Rider 25 Firm Transportation Service

### Applicable to Rates 4, 5, 6 and 7

#### \* Availability.

Prior to May 1, 2023, 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 or from a Renewable Gas Service Interconnect 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, or where the Customer has contracted for purchases from a Renewable Gas Producer to a Renewable Gas Service Interconnect, which interconnection or Renewable Gas Service Interconnect, 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, or if applicable Renewable Gas Producer, 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.

As of May 1, 2023, service under Rider 25 will no longer be available. Customers served under Rider 25 will need to make a selection by February 1, 2023 to switch to another transportation rate (Rate 74, Rate 75, Rate 76, Rate 77, Rate 4-Rider 15, or Rate 5 – Rider 15) or Sales service (Rate 4, Rate 5, Rate 6 or Rate 7 receiving Company supplied gas). Customers that do not make a selection by February 1, 2023 will default to Sales service.

Customers may not switch Suppliers or Groups between February 1, 2023 – May 1, 2023.

As of the effective date of this tariff sheet in Docket No. 20-0606, Rider 25 is closed to new entrants.

### Charges shall be the sum of (a) through (g).

(a) Administrative Charge

\$56.00 per month for an individual account. Group accounts will be charged \$7.00 per month per account with a minimum group charge of \$63.00.

### (b) System Charge

The monthly Customer, distribution, demand and commodity charges, as applicable under the rate which services the Customer, for the total Customer usage in the billing month.

### (c) Gas Supply Cost

For Customers served under Rider 25, the Gas Supply Cost shall be the sum of the following: (1) 0.49 times the Customer's Maximum Daily Contract Quantity multiplied by the Demand Gas Cost (DGC); plus (2) the Commodity Gas Cost (CGC) multiplied by the volume of Company-supplied gas delivered to the Customer in the billing period. Provided, however, if the Customer is a member of a Rider 34 group, the Commodity Gas Cost (CGC) charge shall be assessed to the Group Manager.

(Continued On Sheet No. 77)

Ill.C.C. No. 16 - Gas 14th Revised Sheet No. 77 (Canceling 12th Revised Sheet No. 77, Effective May 5, 2018)

## Rider 25 Firm Transportation Service

(Continued From Sheet No. 76)

All such Gas Supply Cost charges described above shall be determined in accordance with Rider 6, Gas Supply Cost, for the billing period.

\* Customers served under Rates 4 and 5 shall receive a Transportation Service Credit (TSC) consisting of the sum of (1) a 0.04 cent per therm storage withdrawal adjustment credit, and (2) a 0.26 cent per therm credit for gas in storage multiplied by the quantity of customer-owned gas used during a Customer's billing period. Customers served under Rate 6 shall receive a Transportation Service Credit (TSC) consisting of the sum of (1) a 0.01 cent per therm for the storage withdrawal adjustment credit, and (2) a 0.08 cent per therm credit for gas in storage multiplied by the quantity of customer-owned gas used during a Customer's billing period.

If, in any billing period, there is no Customer-owned gas available from storage or delivered to the Customer, the Gas Supply Cost Section of the Charges provision of the rate under which the Customer is served shall apply in lieu of the Gas Supply Cost Section hereunder.

### \* (d) Excess Storage Charge

10¢ per therm for each therm in storage in excess of 30 times the Customer's Maximum Daily Contract Quantity during the billing period. If such excess amount is less than five percent of the Customer's allowed Storage Banking Capacity, the Excess Storage Charge shall not apply. Such revenues arising through the application of the Excess Storage Charge will be credited to Rider 6, Gas Supply Cost. Provided, however, if the Customer is a member of a Rider 34 Group, the Excess Storage Charge shall be assessed to the Group Manager.

#### (e) 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.

### \* (f) Optional Recording Device Charge

\$16.00 per month for each account for all meter types until an Advanced Metering Infrastructure device is installed on the Customer's meter.

### (g) Operational Flow Order (OFO) Non-Performance Charge

On any day where the Company has imposed an Operational Flow Order, each therm of over-delivery 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 <u>Gas Daily</u> for each day of Non-Performance. In the event that <u>Gas Daily</u> is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used. Provided, however, if the Customer is a member of a Rider 34 Group, the OFO Non-Performance Charge shall be assessed to the Group Manager.

(Continued On Sheet No. 78)

Ill.C.C. No. 16 - Gas 10th Revised Sheet No. 78 (Canceling 8th Revised Sheet No. 78, Effective February 8, 2018)

# Rider 25 Firm Transportation Service

(Continued From Sheet No. 77)

### \* Storage.

In any billing period 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. In any billing period 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 to reduce the amount of Company-supplied gas otherwise required to meet the Customer's demands for the billing period. The Customer may place into storage up to 30 times the Customer's Maximum Daily Contract Quantity without additional charge.

#### Contract.

The term of the Customer's Rider 25 contract shall be the same as and determined by the term of the Customer's Gas Service Contract. The contract will specify the Maximum Daily Contract Quantity which shall be the maximum amount of transportation gas which the Company shall be required to accept on behalf of the Customer from pipeline deliveries.

### General.

Except as specified, all other provisions of the Customer's rate shall apply. The schedules of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to these Terms and Conditions including but not limited to: Transportation Limitations and Amounts and Determination of Maximum Daily Contract Quantity.

Ill.C.C. No. 16 - Gas 4th Revised Sheet No. 79 (Canceling 2nd Revised Sheet No. 79, Effective February 10, 2010)

## Rider 26 Uncollectible Expense Adjustment

### Applicable to Rates 1, 4, 5, 74 and 75

### \* Applicability.

This Rider is applicable to those customers served under Rate 1 - Residential Service, and Rate 4 - General Service, Rate 5 - Seasonal Use Service, Rate 74 - General Transportation Service and Rate 75 - Seasonal Use Transportation Service, collectively referred to as the "non-residential" rate classes.

### \* Purpose.

The purpose of this Rider is to recover or refund the amount by which the Company's actual annual uncollectible expense in a calendar year exceeds or is less than the uncollectible amount included in the Company's delivery and supply service rates in effect for the reporting year. Any over-or-under recoveries of the Company's actual uncollectible expense amounts for a reporting year, as determined in accordance with this Rider, shall be included in the monthly customer charge for each respective rate class. Costs subject to this Rider are those costs that are classified as uncollectible expenses as determined on a net write-off basis. Such adjustments will be the incremental difference between the amount of uncollectible expense determined through the net write-off methodology ("actual uncollectible expense") and the GSC Uncollectible Revenue as stated in Rider 6 plus the Commission-approved uncollectible amount as stated in the Commission's Order setting rates in a rate proceeding and included in the base rate revenue requirement at the time base delivery service charges are established. Rider 26 operates pursuant to Section 19-145 of the Public Utilities Act.

### \* Incremental Uncollectible Adjustment Factors.

Incremental Uncollectible Adjustment Factors are determined pursuant to this Rider for Company delivery services and for Company gas supply service. The incremental uncollectible adjustment factors shall be separately computed for both the Incremental Delivery Uncollectible Factor adjustment (IDUF) and, if applicable, the Incremental Supply Uncollectible Factor adjustment (ISUF), for each rate class designation as identified below:

IDUF Gas Delivery Rate Designations	ISUF Supply Rate Designations
Rate 1 Residential Delivery Service	Rate 1, Rider 6 - Gas Supply Service
Rate 4 General Delivery Services	Rate 4, Rider 6 - Gas Supply Service
Rate 5 Seasonal Use Delivery Service	Rate 5, Rider 6 - Gas Supply Service
Rate 74 General Transportation Delivery Service	
Rate 75 Seasonal Transportation Delivery Service	

\* The IDUF adjustment shall be expressed in dollars per customer per month and added to the monthly customer charge for each applicable rate designation. If an adjustment computes to \$.01 or more, any fraction of \$.01 in the computed adjustment amount shall be dropped if less than \$.005 or rounded up to the next full \$.01. The ISUF adjustment shall be expressed as a gross-up percentage within the monthly Rider 6 filings. The percentage shall be rounded to the nearest one-hundredth of a percent. Customers taking both delivery and supply service from Nicor Gas who are served under Rates 1, 4 and 5 and Rider 6 shall have both an IDUF and ISUF applied to their monthly customer charges and monthly Gas Supply Cost, respectively. Customers taking only delivery service under Rates 1, 4, and 5 and Riders 15 or 25 or under Rates 74 or 75 shall have only the applicable IDUF applied to their monthly customer charges.

(Continued On Sheet No. 79.1)

Ill.C.C. No. 16 – Gas 10th Revised Sheet No. 79.1 (Canceling 8th Revised Sheet No. 79.1, Effective November 24, 2021)

## Rider 26 Uncollectible Expense Adjustment

(Continued From Sheet No. 79)

### \*Section A - Determination of Incremental Uncollectible Adjustment Factors.

a) Uncollectible Expense Adjustment Factors applicable to Delivery customers.

The uncollectible expense adjustment factor for residential delivery service, Factor IDUF-R, and for non-residential delivery service, Factor IDUF-NR, shall be determined for each Effective Period as follows:

 $IDUF-R = \underbrace{[((DSUC - BDUE) * BDRA)] + Oc}_{RC * M}$ 

and

 $IDUF-NR = \underbrace{[((DSUC - BDUE) * BDNRA)] + Oc}_{NRC * M}$ 

Where:

IDUF-R = Incremental Delivery Uncollectible Factor cost applicable to all Residential customers, in dollars, rounded to the nearest one (1) cent (\$0.01). The IDUF-R effective period applicable to the recovery of 2018 reporting year incremental costs shall begin with June 1, 2019 following Commission approval of this tariff and end on May 31, 2020. The IDUF-R Effective Period

May 31 of the subsequent year.

IDUF-NR = Incremental Delivery Uncollectible Factor cost applicable to retail sales Non-Residential

customers, in dollars, rounded to the nearest one (1) cent (\$0.01). The IDUF-NR effective period applicable to the recovery of 2018 reporting year incremental costs shall begin with June 1, 2019 following Commission approval of this tariff and end on May, 31, 2020. The IDUF-NR Effective Period applicable to all other periods shall begin as of June 1 of the appropriate year

applicable to all other periods shall begin as of June 1 of the appropriate year and extend through

and extend through May 31 of the subsequent year.

DSUC = Delivery Services Uncollectible Costs, in dollars (\$), equal to the delivery-related net write-offs

for the Company. The delivery-related net write-offs shall be determined based on a ratio of non-

gas supply revenues to total revenues relevant to this Rider.

BDUE = Base Delivery Uncollectible Expense, for the reporting year 2024, and for each full reporting

year thereafter until the Company first implements new base rates pursuant to Commission order, such amount shall be \$15,484,000. In the reporting year in which the Company implements new base rates, the applicable BDUE shall be revised with current delivery-related uncollectibles as

determined by the Commission's Order.

(Continued On Sheet No. 79.2)

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Effective December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas 3rd Revised Sheet No. 79.2 (Canceling 1st Revised Sheet No. 79.2, Effective February 10, 2010)

## Rider 26 Uncollectible Expense Adjustment

(Continued From Sheet No. 79.1)

\*Section A – Determination of Incremental Uncollectible Adjustment Factors. (continued)

Where:

- BDRA = Base Delivery Residential Allocation percentage, in decimal format, rounded to tenthousandths, of the ICC approved annual uncollectible expense that was allocated to residential service customers.
- BDNRA = Base Delivery Non-Residential Allocation percentage, in decimal format, rounded to tenthousandths, of the ICC approved annual uncollectible expense that was allocated to non-residential service customers. The BDNRA shall equal 1-BDRA.
- Oc = Any Commission Ordered adjustment factor, in dollars, for each uncollectible adjustment factor as determined in a reconciliation proceeding. Such amount shall be adjusted for carrying cost charges equal to the interest rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) applied from the end of the reconciliation period until the Oc amount is charged or refunded to customers.
- RC = Residential Customers, the forecasted average total number of residential customers during the effective period the Uncollectible Adjustment Factor is to be charged or refunded.
- NRC = Non-Residential Customers, the forecasted average total number of non-residential customers during the effective period the Uncollectible Adjustment Factor is to be charged or refunded
- M = The number of months over which the Uncollectible Adjustment Factor is to be effective.

(Continued On Sheet No. 79.3)

Ill.C.C. No. 16 - Gas 4th Revised Sheet No. 79.3 (Canceling 2nd Revised Sheet No. 79.3, Effective January 25, 2016)

### Rider 26 Uncollectible Expense Adjustment

(Continued From Sheet No. 79.2)

\*Section A – Determination of Incremental Uncollectible Adjustment Factors. (continued)

b) Uncollectible Expense Adjustment Factors applicable to Supply customers.

The uncollectible expense adjustment factor for residential supply service, Factor ISUF-R and for non-residential supply service, Factor ISUF-NR, shall be determined for each effective period as follows:

 $ISUF-R = \underbrace{((SSUC - SUE) * BDRA) + Oc}_{RSC * M}$ 

and

 $ISUF-NR = \underbrace{((SSUC - SUE) * BDNRA) + Oc}_{NRSC * M}$ 

Where:

ISUF-R = Incremental Supply Uncollectible Factor cost applicable to all retail sales Residential customers, in dollars (\$), rounded to the nearest one (1) cent (\$0.01). The ISUF-R effective period applicable to the recovery of 2018 reporting year incremental costs shall begin with the June 1, 2019 following Commission approval of this tariff and end on May 31, 2020. The ISUF-R effective period applicable to all subsequent periods shall begin as of June 1 of the appropriate year and extend through May 31 of the subsequent year.

ISUF-NR = Incremental Supply Uncollectible Factor cost applicable to retail sales Non-Residential customers, in dollars (\$), rounded to the nearest one (1) cent (\$0.01). The ISUF-NR effective period applicable to the recovery of 2018 reporting year incremental costs shall begin with the June 1, 2019 following Commission approval of this tariff and end on May 31, 2020. The ISUF-NR effective period applicable to all subsequent periods shall begin as of June 1 of the appropriate year and extend through May 31 of the subsequent year.

\*SSUC= Supply Services Uncollectible Costs, in dollars (\$), equal to the supply-related net write-offs for the applicable reporting year. Net write-off amounts for supply and delivery shall be directly assigned based on a ratio of gas supply cost revenues and total revenues relevant to the rider.

SUE = Supply Uncollectible Expense, in dollars (\$), representing the amount of uncollectible costs recovered within GSC Revenues for the applicable reporting year.

BDRA = As previously defined.

BDNRA = As previously defined.

Oc = As previously defined.

(Continued On Sheet No. 79.4)

Ill.C.C. No. 16 – Gas

4<sup>th</sup> Revised Sheet No. 79.4

(Canceling 3<sup>rd</sup> Revised Sheet No. 79.4, Effective September 2, 2019)

### Rider 26 Uncollectible Expense Adjustment

(Continued From Sheet No. 79.3)

### Section A - Determination of Incremental Uncollectible Adjustment Factors. (continued)

RSC = Residential Sales Customers, the forecasted average total number of residential retail sales customers during the effective period the Uncollectible Adjustment Factor is to be charged or refunded.

NRSC = Non-Residential Sales Customers, the forecasted average total number of non-residential retail sales customers during the effective period the Uncollectible Adjustment Factor is to be charged

or refunded.

M = As previously defined.

### \*Section B - Information Sheet Filings

The initial information sheet filing specifying charges hereunder, shall recover or refund the appropriate amount for the calendar year 2008. Such charges shall be effective beginning with the first full month, in 2010, succeeding approval of this tariff and end on December 31, 2010. For each subsequent annual filing, the Company shall file with the Commission, on or before the 20th day of May, an information sheet specifying the charges or credits to be effective for service rendered during the period June 1 of the current year through May 31 of the succeeding year, defined as the Effective Period. Such filing shall include a statement showing the determination of such charges or credits under Section B, such determination to be accompanied by data in explanation thereof. If the Company determines during the Effective Period that it is appropriate to revise the Incremental Uncollectible Adjustment Factors to better match revenues recovered under this rider with the actual Uncollectible Expense as defined in this Rider, the Company may, from time to time, calculate revised Incremental Uncollectible Adjustment Factors for each rate class to become effective as of the beginning of any monthly billing period during the Effective Period.

Solely with respect to the filing to be made on or before May 20, 2021, and as contemplated in the Commission's Order on Reopening in Docket No. 20-0309, Nicor Gas' information sheet filing shall reflect that Nicor Gas may apply a credit to applicable customer classes in the form of bill payment assistance grants, as those grants are described in Docket No. 20-0309, instead of as an IDUF or an ISUF adjustment to be effective during the period June 1, 2021 through May 31, 2022. The total amount of the bill payment assistance grants made to applicable customer classes shall be equal to the incremental difference between the amount of 2020 uncollectible expense determined through the net write-off methodology and the GSC Uncollectible Revenue as stated in Rider 6 plus the Commission-approved uncollectible amount as stated in Docket No. 18-1775. The bill payment assistance grants shall be allocated to customers served under Rate 1 – Residential Service and the non-residential rate classes to which this Rider is applicable in the same percentages as the Commission-approved annual uncollectible expense that was allocated to residential service customers and non-residential service customers, respectively.

### Section C - Annual Reconciliation.

On or before August 31, the Company shall file a petition with the Chief Clerk to initiate the annual reconciliation process. The petition shall include a reconciliation that will compare revenues collected under this Rider during the Effective Period with the anticipated amount of revenues that were to be recovered or refunded under this Rider. Supporting documentation or workpapers affecting the information presented in the Company's reconciliation petition shall be provided to the Commission's Accounting Staff at the time of this filing of the reconciliation. In conjunction with the reconciliation filing, a new Information Sheet may be filed adjusting the then effective charges or credits under this Rider for the amount to be reconciled.

(Continued On Sheet No. 79.5)

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Effective May 3, 2021 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 79.5
(Canceling 1st Revised Sheet No. 79.5, Effective January 25, 2016)

## Rider 26 Uncollectible Expense Adjustment

(Continued From Sheet No. 79.4)

\* Section C - Annual Reconciliation. (continued)

The annual Reconciliation Adjustment effective September 1 of each year shall be calculated using the following formula:

Reconciliation Adjustment +=  $\frac{R_c + O_0}{C * M}$ 

Where:

The Company determined Reconciliation component for each Uncollectible Adjustment Factor, calculated for the reconciliation year, in dollars. The reconciliation amount shall be the difference between the anticipated amount of uncollectible expense to be recovered from or refunded to customers and the actual amount recovered from or refunded to customers. The reconciliation component shall be collected or refunded over nine months, from September through May and shall be supported by a Commission filing made annually on or before August 31. No reconciliation component shall be included in the June through August period. The first reconciliation period shall cover the period beginning with the initial application of the Uncollectible Adjustment Factors through May 2020.

The initial reconciliation, using revised formulas approved in Docket No. 17-0124 shall cover the adjustments for calendar years 2018, with the first reconciliation "Rc" effective September 2020. Subsequent reconciliation adjustments shall be calculated annually thereafter and be effective in September. Calendar year 2016 and 2017 reconciliations shall be calculated using the uncollectible adjustment factors approved in Docket #09-0428. The reconciliation component for each Uncollectible Adjustment Factor shall be calculated using the following formula:

 $R_c = AntRev_{(c)} - ActRev_{(c)}$ 

Where:

 $AntRev_{(c)} = Anticiapted Revenues to recover or refund for each uncollectible adjustment factor (c).$ 

and

 $ActRev_{(c)} = Actual Revenues booked for each uncollectible adjustment factor (c).$ 

 $O_c$  = As previously defined.

C = Customer count forecast for the effective period of the reconciliation for each reconciliation component: IDUF-R, IDUF-NR, ISUF-R and ISUF-NR.

M = As previously defined.

(Continued On Sheet No. 79.6)

Ill.C.C. No. 16 – Gas 10th Revised Sheet No. 79.6 (Canceling 8th Revised Sheet No. 79.6 Effective May 16, 2022)

### Rider 26 Uncollectible Expense Adjustment

(Continued From Sheet No. 79.5)

#### Section D - Commission Review.

Upon review of the annual petition and reconciliation filed by the Company under Section C, the Commission may, require a hearing to receive from the Company such evidence as the Commission requires regarding any aspect of determining the charges under this Rider. If the Commission finds, after hearing, that any amounts were not prudent or reasonable, or were incorrectly debited or credited to this Rider during that year, the Commission may by order require that the rider be adjusted by appropriate credits or debits thereto. Any adjustments so ordered shall be reflected in the adjustment Factor Oc, over a succeeding Effective Period. Such amount shall be adjusted for carrying charges equal to the interest rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) applied from the end of the reconciliation period until the Oc amount is charged or refunded to customers.

#### Section E – Annual Internal Audit.

The Company shall submit an annual internal audit report to the Commission's Director of the Financial Analysis Division on or before August 31 of each year. The audit shall include at least the following tests: 1) test that costs recovered through Rider UEA are not recovered through other approved tariffs; 2) test customer bills that all Rider UEA uncollectible adjustment factors are being properly billed to customers in the correct time periods; 3) test that Rider UEA revenues are properly stated; and 4) test that costs classified as write-offs less recoveries as reported in Form 21, Annual Report to the Illinois Commerce Commission, are being identified, recorded and properly reflected in the calculation of rates and reconciliations. The above list of determinations shall not limit the scope of the audit.

#### \* Section F - Implementation of New Base Rates.

In the reporting year in which the Company implements new base rates, the amount to be recovered or refunded would be determined separately for those portions of the reporting year in which the previous rates were effective and new rates were effective. For the portion of the year under previous rates, the amount of uncollectible expense included in base rates would be determined by multiplying the amount of uncollectible expense included in applicable monthly customer charges by the number of monthly equivalent bills issued during that portion of the year. For residential customers, the uncollectible expense included in applicable monthly customer charges would be \$0.54 per monthly equivalent bill, and for non-residential customers such amount would be \$0.80 per monthly equivalent bill. The amount of uncollectible expense allocated to the portion of the reporting year under previous rates would be determined by multiplying the actual year-end net write-offs by the ratio of total revenues (i.e., total of gas supply costs and non-gas supply cost revenues) earned during that portion of the reporting year to total revenues earned during the reporting year. The incremental difference between the amount included in base rates plus any uncollectible factor recoveries and the amount of actual uncollectible expense, as described above, shall be used to compute the applicable residential and nonresidential IDUF and ISUF adjustments to future monthly customer charges. Such adjustments shall be added to those determined for the portion of the year under new rates. For the portion of the reporting year in which new rates are effective, delivery service and gas supply related uncollectible expense adjustments shall be determined as described above.

## $28 \mathrm{th}$ Information sheet supplemental to sheet nos. 79, 79.1, 79.2, 79.3, 79.4, 79.5 and 79.6 of Ill.c.c. no. 16, schedule g

(Superseding 27th Information Sheet Effective June 1, 2023)

## Rider 26. Uncollectible Expense Adjustment

Applicable to Rates 1, 4, 5, 74 and 75

Uncollectible Expense Adjustment Effective with Service Rendered on or after September 1, 2023

LINE <u>NO.</u>		Residential Sales Customers 1/	Residential Transportation <u>Customers 2/</u>	Non-Residential Sales Customers 3/	Non-Residential Transportation <u>Customers 4/</u>
1	Basic Charge per Customer	\$ (1.17)	\$ (0.23)	\$ (2.09)	\$ (0.35)
2	Annual Reconciliation Charge	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ ( <u>0.01)</u>	\$ <u>0.00</u>
3	Total Charge	\$ (1.17)	\$ (0.23)	\$ (2.10)	\$ (0.35)

 $<sup>1/\</sup> Customers\ receiving\ residential\ delivery\ and\ supply\ service\ under\ Rate\ 1,\ Rider\ 6.$ 

<sup>2/</sup> Customers receiving residential delivery service under Rate 1 – Rider 15 (Customer Select).

<sup>3/</sup> Customers receiving non-residential delivery and supply service under Rates 4 or 5 and Rider 6.

<sup>4/</sup> Customers receiving non-residential delivery service under Rates 4, 5, 74 or 75 and Riders 15 or 25.

Ill.C.C. No. 16 – Gas 2nd Revised Sheet No. 81

## Rider 28 Residential Payment Assistance Programs

#### Applicable to Rate 1

#### Purpose

This Rider describes certain state-wide programs operated under the auspices of the Illinois Department of Commerce and Economic Opportunity ("DCEO") and its Local Administrative Agencies ("LAAs") that may reduce a Customer's payments to the Company by providing funds as credits to the Customer's bill. Customers must apply at their local LAA to participate in the following programs.

#### Applicability

These programs are applicable to Rate 1 – Residential Service Customers that use natural gas for space heating and are eligible for the Illinois Low Income Home Energy Assistance Program funding, as verified by the DCEO or LAA. The DCEO shall determine the eligibility of such Customers to participate in the programs and determine the availability of such programs based on available funding.

#### Programs:

#### Low Income Home Energy Assistance Program ("LIHEAP")

The LIHEAP program offers a one-time payment to eligible residential Customers meeting specified low-income criteria as determined by DCEO and its LAAs. Such payment is made directly to the Company and appears as a credit on the Customer's bill. The amount of such payment shall be determined by the DCEO or its LAAs.

#### Percentage of Income Payment Plan ("PIPP")

In lieu of the LIHEAP program, low-income Customers may participate in the PIPP program. The PIPP program offers low-income residential Customers the opportunity to receive from the DCEO monthly credits for natural gas service based on the Customer's annual income, as verified by the DCEO or LAAs. Participating in the PIPP requires the Customer to participate in the PIPP budget payment plan. Each monthly PIPP budget payment plan amount shall be based on the Company's forecasted levelized bill payment amount that shall be in effect for the Program Year. Such levelized PIPP budget payment plan amount pertains only to this Rider and is not determined pursuant to or subject to the Company's budget payment plan of this rate schedule.

The initial Program Year is from September 1, 2011to June 30, 2012. Each subsequent Program Year shall be from July 1 to June 30.

The DCEO or LAAs shall determine for each eligible participant, a monthly PIPP grant. The monthly PIPP grant shall mean the amount determined by the DCEO or LAAs and submitted to the Company, not to exceed \$100 per month or \$1,200 per Program Year. The Company shall apply the monthly PIPP grant to the participant's bill for amounts due and owing for utility service.

Each month, the participant is required to pay the difference between the PIPP budget payment plan amount and the monthly PIPP grant by the due date specified on the participant's bill. The Company will post the monthly PIPP grant to the participant's current bill. The participant is responsible for all amounts due and owing for utility service in excess of the sum of the required PIPP payment and the monthly PIPP grant, and any excess charges at the end of the Program Year shall be amortized over twelve (12) months and included in the following year's PIPP budget payment plan amount. Likewise, any over-payment by the participant at the end of the Program Year shall serve as a credit to the next Program Year's PIPP budget payment plan amount. The participant is responsible for any charges that are not related to gas delivery service assessed on the participant's account.

(Continued On Sheet No. 81.1)

Filed with the Illinois Commerce Commission on August 24, 2011 Issued pursuant to order of the Illinois Commerce Commission entered August 17, 2011 in Docket No. 11-0545

Ill.C.C. No. 16 – Gas 1st Revised Sheet No. 81.1

## Rider 28 Residential Payment Assistance Programs

(Continued From Sheet No. 81)

In addition to meeting the income criteria specified by the DCEO, any PIPP participant must:

- a) have an active account at the time the Customer applies for service under this Rider;
- b) not have any outstanding dollars owed for tampering;
- c) not be currently enrolled in bill payment services such as E-billing or bank draft; and
- d) if participating in Rider 15-Customer Select, be with a Customer Select supplier participating in PIPP and billing charges on the Company's bill.

#### Arrearage Reduction Program ("ARP")

The ARP offers PIPP participants the opportunity to reduce accumulated arrears by staying current on future bills. The arrearage balance shall mean all outstanding utility balances on the Customer's account at the time the Customer becomes eligible for the PIPP. The Company will credit an ARP amount up to \$83.33 per month, or \$1,000 per Program Year, to the participant's account for each month that the Company receives a PIPP participant's monthly payment in full on or before the payment due date.

#### **Termination of Participation**

In all cases of Termination of Participation in PIPP and ARP due to Default, Voluntary Withdrawal, Termination of Service or Transfer of Service at the premise at which the participant is receiving service, previously forgiven ARP amounts and monies paid for the participant's actual bill shall remain paid. The remaining portions of the pre-PIPP arrearage balance, as well as all other outstanding balances, are due immediately upon termination from service under this Rider.

#### Default

Upon notification from the Company that a customer is more than 45 days past due in making a required payment, the DCEO may terminate the participant from the program. The following will apply to all participants who default or whose status changes prohibit them from receiving service under the Rider: 1) all account balances owed the Company are due immediately, including a deposit, as applicable under 83 Illinois Administrative Code Part 280; 2) Late Payment Charges begin accruing; 3) written notice of the Company's intention to terminate service will be sent; and 4) collection activities and credit reporting will begin or resume.

#### Voluntary Withdrawal

A participant may withdraw from service under this Rider at any time. The following will apply to participants requesting to withdraw from the program: 1) all accounts balances owed the Company are due immediately; 2) if the participant has account balances in arrears, the participant may enter into a standard deferred payment agreement; and 3) the Company reserves the right to request a deposit in the future.

(Continued On Sheet No. 81.2)

Ill.C.C. No. 16 – Gas 1st Revised Sheet No. 81.2

## Rider 28 Residential Payment Assistance Programs

(Continued From Sheet No. 81.1)

#### Termination of Service

A participant who requests that service be terminated at the premise where the participant is receiving service under this Rider must withdraw from service under this Rider, unless the service termination is in conjunction with a Transfer of Service. The following will apply to participants requesting termination of service, unless termination is in conjunction with a Transfer of Service: 1) all account balances owed the Company are due immediately; and 2) the Company reserves the right to request a deposit in the future.

#### Transfer of Service

A participant who requests that service be terminated at the premise where the participant is currently receiving service, and concurrently requests service at a new premise, must notify the LAA to receive benefit under this Rider at the new premise.

#### Late Payment Charges

Late Payment Charges shall not be applicable to participants while the participant is receiving service under the PIPP.

#### Company Reporting

On or before 45 days after the end of each calendar quarter, the Company shall submit to the Commission, with copies to the Manager of Accounting, a report showing the costs associated with the PIPP program, revenues received for the Supplemental Low Income Energy Assistance Fund and any other information requested by the Commission or its Manager of Accounting. Such report shall show the total amount of funds netted from amounts otherwise required to be remitted to the Supplemental Low-Income Energy Assistance Fund or billed to DCEO.

On or before 45 days after the end of each calendar year, the Company shall submit annual reports to the Commission, its Manager of Accounting and the DCEO which accumulates the quarterly information and provides any other information requested by the Commission, its Manager of Accounting or DCEO pertaining to the success of the PIPP.

#### Other Terms and Conditions

Except as otherwise provided in this Rider, participation in the above programs are subject to the Company's Terms and Conditions and Riders incorporated in its Schedule of Rates for Gas Service, which are applicable to this Rider.

III.C.C. No. 16 – Gas 4th Revised Sheet No. 82 (Canceling 3rd Revised Sheet No. 82, Effective January 1, 2010)

### Rider 29 Energy Efficiency Plan

#### Applicable to Rates 1, 4 and 74

#### \* Availability.

The Energy Efficiency Plan (EEP) charge, expressed on a cents per customer basis, is a monthly charge that recovers expenses related to the Company's Energy Efficiency Plan. The Company shall determine two separate charges under this rider for residential (Rate 1) and non-residential (Rates 4 and 74) Service Classifications. The Company shall determine the Effective Component, as outlined in Section B (1), annually. With the exception of the Effective Component determined for the first Plan Period after this rider goes into effect, the Company shall file the Effective Component with the Commission no later than June 1, and it shall be in effect for the 12 month period commencing the following July 1. For the first Plan Period, the Company shall file an Effective Component that is in effect for the months of June 2009 through December 2009 and an Effective Component that is in effect for the period of January 2010 through June 2010. The Company shall determine the Reconciliation Adjustment, as outlined in Section B (2), annually. The Company shall file the Reconciliation Adjustment with the Commission no later than September 30, and it shall be effective for the nine-month period commencing the following October 1.

This rider shall operate on a pilot basis for a four-year period pursuant to the Commission's order in Docket No. 08-0363. The final Reconciliation Adjustment determined under this rider shall be filed with the Commission by September 30, 2011, unless the rider is implemented on a permanent basis upon the Commission's approval in a general rate proceeding.

#### \* Section A - Definitions.

As used in this rider, the terms below are defined to mean:

Annual Plan Budget (APB) shall mean that annual amount of Rider EEP expenses which shall not exceed \$13 million or some lesser amount approved by the Commission in the Company's most recent rate proceeding. The APB shall be allocated 70% to Rate 1, Residential Service, 30% to the non-residential Service Classifications (Rates 4 and 74).

Available Budget (AVB) shall mean the Annual Plan Budget plus the Carry Over Budget.

Carry Over Budget (COB) shall mean the amount of the APB from the Previous Plan Period that shall be carried into the Plan Period and shall be the lower of the Carry Over Maximum or the Under Budget Amount.

Carry Over Percentage (CP) shall mean the percentage that is applied to the Annual Plan Budget to determine the Carry Over Maximum. There shall be no Carry Over Percentage in the first Plan Period after this rider goes into effect. The Carry Over Percentage shall be 75% in the second Plan Period.

Carry Over Maximum (COM) shall mean the maximum amount of the Annual Plan Budget that can be carried over to a Plan Period and shall be the product of the Annual Plan Budget (APB) and the Carry Over Percentage (CP).

(Continued On Sheet No. 82.1)

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Effective June 1, 2011 Issued by – Gerald P. O'Connor Senior Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas
2nd Revised Sheet No. 82.1
(Canceling 1st Revised Sheet No. 82.1, Effective April 3, 2009)

### Rider 29 Energy Efficiency Plan

(Continued From Sheet No. 82)

Section A - Definitions. - continued

Under Budget Amount shall be AVB from the Previous Plan Period less EEPE.

Customers (CUST) shall mean the average number of forecasted customers.

**Energy Efficiency Plan (EEP)** shall mean Nicor Gas' plan to recover costs from applicable service classifications to fund energy efficiency programs.

**EEP Expenses** (EEPE) shall mean the actual amount of EEP expenses accrued by the Company during the Previous Plan Period.

**EEP Revenues** (EEPR) shall mean that amount of billed revenues arising from application of the Effective Component determined in Section B(1) during the Previous Plan Period.

Previous Plan Period shall mean the most recently ended Plan Period for which the Reconciliation Adjustment in Section B (2) is calculated.

- \* Plan Period shall mean the period of July 1 through June 30, for which the Effective Component in Section B (1) is calculated. For the first filing under the rider, the Plan Period shall mean the period beginning June 1, 2009 through June 30, 2010.
- \* Reconciliation Period shall mean the period of October 1 though June 30, commencing on the October 1 following the Previous Plan Period, during which the Reconciliation Adjustment in Section B (2) is recovered.

#### Section B - Determination of Adjustment

The EEP per customer charge amount under this rider shall be the sum of the amounts determined pursuant to subsections (1) and (2).

(1) Effective Component – The charge to be billed for each month during the Plan Period is represented by the following formula and shall be determined separately for each applicable service classification:

APB / CUST / MONTHS x 100

Where:

APB represents APB for the Plan Period CUST represents CUST for the Plan Period

MONTHS represents the number of months in the Plan Period

\* For the Effective Component to be effective January 1, 2010, APB shall be \$11,255,000 and months shall be 6.

(Continued On Sheet No. 82.2)

Filed with the Illinois Commerce Commission on November 17, 2009 Items in which there are changes are preceded by an asterisk (\*)

Effective January 1, 2010 Issued by – Gerald P. O'Connor Senior Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas
3rd Revised Sheet No. 82.2
(Canceling 2nd Revised No. 82.2, Effective January 1, 2010)

### Rider 29 Energy Efficiency Plan

(Continued From Sheet No. 82.1)

**Section B – Determination of Adjustment.** – continued

\* (2) **Reconciliation Adjustment** – The reconciliation adjustment is calculated annually, amortized over an nine-month period, and represented by the following formula:

 $\left[\left(COB_{1}-COB_{2}\right)+\left[\left(RA_{1}+RA_{2}+O\right)x\left(1+i\right)\right]\right]/\left.CUST\right/9\ x\ 100$ 

Where:

COB<sub>1</sub> represents the Carry Over Budget for the Plan Period.

COB<sub>2</sub> represents the Carry Over Budget for the Previous Plan Period.

RA<sub>1</sub> represents (EEPE – EEPR) for the Previous Plan Period.

 $RA_2 \qquad \text{represents} \ \ (RA_{1 \text{(filed prior year)}} \text{ - } RA_{1 \text{(billed prior year)}}) \text{ for the Previous Plan Period, where a } (+RA_2)$ 

equals an amount due the Company and a (-RA<sub>2</sub>) equals an amount due the customer.

i represents the interest rate established by the Commission under 83 III. Administrative Code 280.40(g)(1) and in effect when each adjustment under this section is calculated, adjusted for

the number of months in the Reconciliation Period.

CUST represents CUST for the Reconciliation Period.

O represents the Ordered adjustment, in dollars (\$), ordered by the Commission that is to be refunded to or collected from customers as a result of the reconciliation established in

Section C.

The first Reconciliation Adjustment shall be calculated for the Plan Period ending June 30, 2010 and the first Reconciliation Period shall be the nine-month period commencing October 1, 2010.

If an adjustment computes to \$0.01 or more, any fraction of \$0.01 in the computed adjustment amount shall be dropped if less than \$0.005 or, if \$0.005 or more, shall be rounded up to the next full \$0.01.

#### **Section C – Reports and Reconciliations.**

The Company shall file annually with the Commission, no later than June 1, a report showing the determination of the Effective Component to be in effect during the Plan Period. The first such filing shall be no later than sixty (60) days after the Commission's order in Docket 08-0363. Commencing in 2010, the Company shall also file annually with the Commission, no later than September 30, an EEP statement of activity, including program descriptions, for the Previous Plan Period and a report showing the determination of the Reconciliation Adjustment to be in effect during the Reconciliation Period. At the same time, the Company shall also file a petition with the Commission seeking initiation of an annual reconciliation to determine the accuracy of the statement. The reconciling amount from such proceeding (Factor O) shall be recovered in the manner determined by the Commission in the annual reconciliation proceeding.

#### Section D – Modification or Termination of the Energy Efficiency Plan.

Should the State of Illinois, or other governing body, require the Company or its customers to fund energy efficiency programs as part of a statewide initiative or as part of any other such initiative imposed on all or some Illinois utilities or customers ("new initiative"), the Company will continue to fund the programs established at the level for which the Commission has approved cost recovery pursuant to this rider, less all amounts required to be contributed to the new initiative. In any year in which funding required by the new initiative equals or exceeds the amount that the Company would fund under this rider, the Effective Component shall be zero.

(Continued On Sheet No. 82.3)

Ill.C.C. No. 16 – Gas
2nd Revised Sheet No. 82.3
(Canceling 1st Revised Sheet No. 82.3, Effective April 3, 2009)

## Rider 29 Energy Efficiency Plan

(Continued From Sheet No. 82.2)

#### Section E - Terms and Conditions.

Subject to Terms and Conditions of Service and Riders to Schedule of Rates for Gas Service which are applicable to this rider.

#### \* Section F - Audit.

The Company shall annually conduct an internal audit of the operation of the Rider. The internal audit shall include at least the following tests: 1) test that costs being recovered through Rider EEP are not being recovered through other approved tariffs; 2) test that Rider EEP adjustments are being properly billed to customers; 3) test that Rider EEP revenues are being recorded in appropriate accounts; 4) test that Rider EEP charges or credits are being identified and recorded properly for calculating rates and reconciliation; and 5) test that the costs associated with the Company's responsibility as Fiscal Agent of the EEP are being identified and recorded in appropriate accounts. The above list of test does not limit the scope of the audit.

The Company shall submit the audit report to the Manager of the Accounting Department of the Commission's Financial Analysis Division no later than February 1 each year, beginning in 2011. Such report shall be verified by an officer of the Company.

## 7th REVISED INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 82, 82.1, 82.2 AND 82.3 OF ILL.C.C. NO. 16, SCHEDULE G

(Superseding 6th Revised Information Sheet Effective October 1, 2011)

## Rider 29 - Energy Efficiency Plan

Applicable to Rates 1, 4 and 74

Energy Efficiency Plan Effective with Service Rendered on or after November 1, 2011

LINI NO.		Residential (1)	Non- Residential (2)
1	Basic Charge per Customer	\$ 0.00	\$ 0.00
2	Annual Reconciliation Charge	\$ <u>0.00</u>	\$ 0.00
3	Total Charge	\$ 0.00	\$ 0.00

- (1) RESIDENTIAL CUSTOMERS (RATE 1)
- (2) NON-RESIDENTIAL CUSTOMERS (RATES 4 AND 74)

Ill.C.C. No. 16 – Gas
4th Revised Sheet No. 83
(Canceling 3rd Revised Sheet No. 83, Effective June 1, 2017)

### Rider 30 Energy Efficiency Plan Cost Recovery

\* Applicable to All Rates Except Rate 21 and 82

#### Purpose.

The purpose of this Rider is to provide for the recovery of all prudently incurred costs, fees and charges related to energy efficiency measures implemented by the Company and approved by the Illinois Commerce Commission ("Commission") as provided for by Section 8-104, 220 ILCS 5/8-104, of the Public Utilities Act (the Act). Additionally, as provided by Section 19-140, 220 ILCS 5/19-140, of the Act, the Company shall, through this Rider, recover all costs prudently incurred by the Company in association with the implementation and operation of its Commission approved On-Bill Financing Program.

#### Applicability.

The Energy Efficiency Plan Charge (EEP Charge), as authorized by Section 8-104(e-10) of the Act, and applicable to all service classifications, shall be determined by the Company annually and expressed on a per-therm basis. Energy Efficiency Plan (the Plan) costs shall be allocated to each applicable classification based on the amount of such costs budgeted for each classification. For purposes of this rider, the following three classifications shall be applicable:

Residential (Rate 1) Small Non-residential (Rates 4, 5, 74 and 75) Large Non-residential (Rates 6, 7, 17, 19, 76 and 77)

#### Exemptions.

Non-residential customers may be exempt from EEP Charges if they have been designated as a self-directing customer or as an exempt customer by the Illinois Department of Commerce and Economic Opportunity (DCEO), as provided for under Section 8-104(m) of the Act.

Section 8-104(m) provides exemptions for customers that: "...have a North American Industry Classification System code number that is 22111, or any such code number beginning with the digits 31, 32, or 33, and (i) annual usage in the aggregate of 4 million therms or more within the service territory of the affected gas utility or with aggregate usage of 8 million therms or more in this State and complying with the provisions of item (1) of this subsection (m); or (ii) using natural gas as feedstock and meeting the usage requirements described in item (i) of this subsection (m), to the extent such annual feedstock usage is greater than 60% of the customer's total annual usage of natural gas."

#### Limitations

As provided by Section 8-104(d) of the Act, the cost of energy efficiency programs implemented in any multi-year Reporting Period established by Section 8-104(f) of the Act, shall be limited to an amount that would increase the estimated average amounts paid by retail customers in connection with natural gas service by no more than two (2) percent in the applicable multi-year Reporting Period. Costs related to the Company's On-Bill Financing Program, as described below, are excluded from the determination of the limitation.

(Continued On Sheet No. 83.1)

Filed with the Illinois Commerce Commission on July 21, 2023 Items in which there are changes are preceded by an asterisk (\*)

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas
2nd Revised Sheet No. 83.1
(Canceling 1st Revised Sheet No. 83.1, Effective June 1, 2011)

### Rider 30 Energy Efficiency Plan Cost Recovery

(Continued From Sheet No. 83)

#### Section A – Definitions.

As used in this rider, the terms below are defined as follows:

- \* Annual Reconciliation Period means the nine (9) month period beginning April 1, 2018 and ending December 31 of the current year and each subsequent nine (9) month period beginning April 1 thereafter.
- \* Annual Recovery Period from June 1, 2011through May 31, 2016 means the twelve (12) month period beginning June 1 of the filing year and ending May 31 of the following year and each subsequent twelve (12) month period beginning June 1 thereafter. Thereafter, such Period means the nineteen (19) month period from June 1, 2016 through December 31, 2017. Beginning January 1, 2018 such Period means the twelve (12) month period beginning January 1 of the filing year and ending December 31 of the current year and each subsequent twelve (12) month period beginning each January 1 thereafter.

**Energy Efficiency Measures ("Measure" or "Measures")** means activities that are developed, implemented, or administered by or on the behalf of either the Company or DCEO and are related to energy efficiency plans approved by the Commission.

#### \* Incremental Costs means:

- (1) costs incurred after July 10, 2009 and before January 1, 2018 by the Company, including those recovered on the behalf of DCEO, in association with the Plan and the Measures and include, but are not limited to: (a) fees, charges, billings, or assessments related to the Plan and the Measures; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained, or monitored for the Plan and the Measures; (c) costs to develop and implement the systems and procedures required to apply the provisions of the Plan; (d) joint costs common to shared gas and electric energy efficiency or on-bill financing programs allocated between the Company and another utility; (e) all legal and consultative costs associated with the implementation of the Plan and Measures and (f) the direct and indirect costs associated with the wages, salaries, benefits and payroll taxes of Company employees appointed to positions created after July 10, 2009 that are specifically related to implementation of the Plan and Measures; and
- (2) costs incurred on or after January 1, 2018 by the Company, including those recovered on the behalf of DCEO for any prior year costs incurred or associated with DCEO implementing and operating its Commission approved program for applicable periods, in association with the Plan and the Measures and include, but are not limited to: (a) fees, charges, billings, or assessments related to the Plan and the Measures; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained, or monitored for the Plan and the Measures; (c) costs to develop and implement the systems and procedures required to apply the provisions of the Plan; (d) joint costs common to shared gas and electric energy efficiency or on-bill financing programs allocated between the Company and another utility; (e) all legal and consultative costs associated with the implementation of the Plan and Measures and (f) the direct and indirect costs associated with the wages, salaries, benefits and payroll taxes of Company employees appointed to positions created after July 10, 2009 that are specifically related to implementation of the Plan and Measures; and

(Continued On Sheet No. 83.2)

Filed with the Illinois Commerce Commission on April 17, 2017 Items in which there are changes are preceded by an asterisk (\*)

Effective June 1, 2017 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas

3rd Revised Sheet No. 83.2

Canceling 2nd Revised Sheet No. 83.2, Effective January 25, 2016)

### Rider 30 Energy Efficiency Plan Cost Recovery

(Continued From Sheet No. 83.1)

#### \* Incremental Costs (continued)

(3) costs incurred after July 10, 2009 associated with Rider 31, the On-Bill Financing Program, as provided under Section 19-140(f) of the Act including but are not limited to: (a) all start-up and administrative costs associated with any such program; (b) evaluation costs associated with any such program; (c) costs to develop and implement the systems and procedures required to apply the provisions of Rider 31; (d) joint costs common to on-bill financing programs allocated between utilities; (e) all legal and consultative costs associated with any On-Bill Financing Program; and (f) the direct and indirect costs associated with the wages, salaries, benefits and payroll taxes of Company employees appointed to positions created after July 10, 2009 that are specifically related to implementation and operation of the On-Bill Financing Program.

Incremental Costs of the type specified in (3) above shall be allocated to the residential and small commercial and industrial billing classes based on the number of participants from each class. In the event that there are no participants in the billing classes, Incremental Costs shall be allocated based on the number of eligible customers for each billing class.

\* Plan Period or Reporting Period means the 36-month period beginning June 1, 2011and ending May 31, 2014, followed by the 43-month period beginning June 1, 2014 and ending December 31, 2017, and thereafter each subsequent calendar 4-year period beginning January 1, 2018.

#### \* Section B – Determination of EEP Charge.

On or before December 20, 2017, and each year thereafter on or before December 20, the Company shall file with the Commission, for informational purposes, each EEP Charge, computed in accordance with the equations provided below. Such filing to be accompanied by work papers documenting the Company's calculation of the amounts. The EEP Charge shall be calculated for each classification and will be placed into effect with service rendered on and after the first day of January of each year. Unless otherwise ordered by the Commission, such EEP Charge shall become effective as indicated in the information sheet filed with the Commission and shall remain in effect until superseded under the terms of this rider.

The EEP Charge shall be determined for each classification in accordance with the following formula:

 $EEP = (EEPC + ARB + ORB - RIC) \times 100$ 

CT

Where: EEP = The Energy Efficiency Plan Charge for each classification in cents per therm rounded to the

nearest 0.01¢; any fraction of 0.01¢ shall be dropped if less than 0.005¢; or, if 0.005¢ or

more, shall be rounded up to the next full 0.01¢.

EEPC = The forecasted amount of Incremental Costs for each rate classification for the succeeding

Annual Recovery Period.

(Continued On Sheet No. 83.3)

Filed with the Illinois Commerce Commission on April 17, 2017 Items in which there are changes are preceded by an asterisk (\*)

Effective June 1, 2017 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas
2nd Revised Sheet No. 83.3
(Canceling 1st Revised Sheet No. 83.3, Effective June 1, 2011)

### Rider 30 Energy Efficiency Plan Cost Recovery

(Continued From Sheet No. 83.2)

#### \* Section B – (continued)

ARB =

Annual Reconciliation Balance is the overage or underage resulting from the calculation of actual Plan expenses less the amount of revenue received from application of the EEP Charge during the immediately preceding Plan year. Such ARB shall include interest at the interest rate established by the Commission under 83 Ill. Administrative Code 280.40(g)(1) and in effect when each ARB is calculated, adjusted for the number of months in the Annual Reconciliation Recovery Period.

- ORB = Ordered Reconciliation Balance is equal to an amount ordered by the Commission to be refunded to or collected from applicable customers.
- RIC = Reimbursements, if any, of Incremental Costs directly related to implementation of Measures that the Company expects to receive from any source other than the application of EEP Charges and that are associated with the applicable customers during the applicable twelve (12) month period of a Commission approved Plan, beginning in June following the date that the Plan is filed with the Commission, or in the case of a revised Plan, beginning with the month following the date that such revised Plan is filed with the Commission for informational purposes and extending through the following May. On or after January 1, 2018, the June and May dates referred to above shall become January and December, respectively.
- CT = The amount of forecasted deliveries in therms for each classification for the appropriate recovery period.

If amounts received from other sources cause the EEP Charge to be negative, the adjustment determined will be a refund to Customers. If the Company determines during the Annual Recovery Period that it is appropriate to revise the EEP Charge to better match revenues recovered under this rider with actual Energy Efficiency Plan costs incurred, or other recoveries received, the Company may from time to time calculate a revised EEP Charge for each classification to become effective as of the beginning of any calendar month during the Annual Recovery Period.

#### \* Section C - Reports and Reconciliation.

The Company shall file annually with the Commission, no later than December 20, an information sheet and supporting work papers showing the determination of the EEP Charges to be in effect during the following Annual Recovery Period. Any subsequent informational filings to revise the EEP Charge shall not be filed later than the 20<sup>th</sup> day of the month immediately preceding the month in which the revised EEP Charge becomes effective ("effective month"). An informational filing postmarked after that date but prior to the first day of the effective month will be accepted only if it corrects an error or errors for a timely filed report for the same effective month. Any other informational filing postmarked after that date will be accepted only if submitted as a special permission request under the provision of Section 9-201 (a) of the Act.

(Continued On Sheet No. 83.4)

Filed with the Illinois Commerce Commission on April 17, 2017 Items in which there are changes are preceded by an asterisk (\*)

Effective June 1, 2017 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

## 27th REVISED INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 83, 83.1, 83.2, 83.3 AND 83.4 OF ILL.C.C. NO. 16, SCHEDULE G

## Rider 30 - Energy Efficiency Plan Cost Recovery

Applicable to All Rates

Energy Efficiency Plan Cost Recovery Effective with Service Rendered on or after April 1, 2024

LINE			Small Non-	Large Non-
NO.		Residential (1)	Residential (2)	Residential (3)
1	Basic Charge per Therm	1.34 ¢	0.99 ¢	0.77 ¢
2	Annual Reconciliation Charge	( <u>0.37)</u> ¢	0.58 ¢	<u>0.16 ¢</u>
3	Total Charge	0.97 ¢	1.57 ¢	0.93 ¢

- (1) RESIDENTIAL CUSTOMER (RATE 1)
- (2) SMALL NON-RESIDENTIAL CUSTOMERS (RATES 4, 5, 74 AND 75)
- (3) LARGE NON-RESIDENTIAL CUSTOMERS (RATES 6, 7, 17, 19, 76 AND 77)

Ill.C.C. No. 16 – Gas
4th Revised Sheet No. 83.4
(Canceling 3rd Revised Sheet No. 83.4, Effective November 16, 2017)

### Rider 30 Energy Efficiency Plan Cost Recovery

(Continued From Sheet No. 83.3)

#### \* **Section C** – (continued)

Beginning in 2018, the Company shall also file annually with the Commission, no later than March 20, a report showing the determination of the Annual Reconciliation Balance to be in effect during the Annual Reconciliation Period.

EEP Charges computed in accordance with the provisions of this rider are subject to adjustment in accordance with lawful orders issued by the Commission. Following the Company's annual report filing, the Commission shall initiate a hearing to review such annual report pursuant to Section 8-104(e) of the Act. All amounts previously credited or collected under this rider are subject to further adjustment through the ORB, as directed by the Commission following such review.

Prior to November 30, 2017, the Company shall file quarterly with the Commission, status reports tracking the implementation and expenditures for the Company's and DCEO's portfolio of energy efficiency measures. Such reports shall be filed within 45 days of the end of each Plan quarter, August 31, November 30, February 28 and May 31. On or after November 30, 2017, the Company shall file quarterly with the Commission, status reports tracking the implementation and expenditures for the Company's portfolio of energy efficiency measures. Such reports shall be filed after the end of each Plan quarter on or before February 15, May 15, August 15 and November 15.

#### Section D - Annual Reporting and Audit.

The Company shall annually conduct an internal audit of the operation of the Rider. The internal audit shall include at least the following tests: 1) test that costs being recovered through the Rider are not being recovered through other approved tariffs; 2) test that the Rider adjustments are being properly billed to customers; 3) test that the Rider revenues are being recorded in appropriate accounts; 4) test that the Rider charges or credits are being identified and recorded properly for calculating rates and reconciliation; and 5) test at the end of each multi-year Plan Period that the total costs recovered do not exceed two (2) percent of Company revenues as specified in Section 8-104(d). The above list of tests does not limit the scope of the audit.

The Company shall submit the audit report each year to the Manager of the Accounting Department of the Commission's Financial Analysis Division no later than February 1 for the period from June 1, 2011 through May 31, 2016 and no later than September 1 for the period from June 1, 2016 through December 31, 2017 and each calendar year thereafter. Such report shall be verified by an officer of the Company.

#### Section E – Miscellaneous General Provisions.

The Company's Schedule of Rates, of which this rider is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and such other tariffs, as applicable.

Ill.C.C. No. 16 – Gas 3rd Revised Sheet No. 84 (Canceling 2nd Revised Sheet No. 84, Effective December 31, 2013)

### Rider 31 On-Bill Financing Program

#### Applicable to Rates 1, 4, 5, 74 and 75

#### Section A – Applicability.

Customers served under Rates 1, 4, 5, 74 and 75, shall have the option to apply for loans offered by a Third-Party Lender to facilitate Eligible Customers' purchase and installation of Efficiency Measures from and by Vendors. Customers that are excluded from Nicor Gas' Rider 30, Energy Efficiency Plan Cost Recovery as provided by Section 8-104(m) of the Public Utilities Act are excluded from this rider.

#### Section B – Definitions.

As used in this rider, the terms below are defined as follows:

Eligible Customer shall have the meaning set forth in Section D of this rider.

Efficiency Measure shall mean an eligible gas energy efficiency measure meeting the criteria in Section H of this rider.

**On-Bill Financing (OBF) Program** shall mean the on-bill financing program offered under this rider and Section 19-140 of the Public Utilities Act ("the Act").

Participant shall mean an Eligible Customer who purchases Efficiency Measures under the OBF Program.

**Small Commercial Customer** shall be a Rate 4, 5, 74 or 75 customer.

**Third-Party Lender** shall mean a lender selected by the Company pursuant to a request for proposal process conducted in accordance with Section 19-140 of the Act.

**Transportation Customer** shall mean a customer taking service under Riders 15 and 25 and Rate 74 of this rate schedule.

Vendors shall mean retailers, technicians and installers of gas energy efficiency measures and energy auditors.

#### \* Section C - Program Description.

The OBF Program is designed to facilitate Eligible Customers' purchase and installation of Efficiency Measures. Participants will be able to borrow funds from a Third-Party Lender to purchase Efficiency Measures from a Vendor without any required upfront payment, subject to the terms of this rider. Monthly payment requirements on the loan will be billed to the customer during their normal billing cycles through the Company's utility bill. The total outstanding amount financed under the Company's OBF Program shall not exceed \$9.0 million at any time.

#### Section D – Customer Eligibility and Eligible Customer and Participant Responsibility.

Any Eligible Customer may apply for service under this rider. An Eligible Customer:

- 1. must own a residential single family home, duplex or other residential buildings or be a Small Commercial Customer who owns the premises;
- 2. may be a Transportation Customer;

(Continued On Sheet No. 84.1)

Filed with the Illinois Commerce Commission on February 2, 2015 Issued pursuant to order of the Illinois Commerce Commission entered January 28, 2015 in Docket No. 14-0687 Items in which there are changes are preceded by an asterisk (\*)

Effective February 3, 2015 Issued by – Lewis M. Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas

1<sup>st</sup> Revised Sheet No. 84.1
(Canceling Original Sheet No. 84.1, Effective June 1, 2011)

### Rider 31 On-Bill Financing Program

(Continued From Sheet No. 84)

- 3. must have an active account with the Company at the time the customer applies for service under this rider; and
- 4. if the customer is an owner of a multifamily or mixed-use building, the repayment costs of the energy efficiency measures may not be recovered through tenants' utility bills. Such customer must have a gas service account at the premises where the energy efficiency measures being financed are installed.

An Eligible Customer wishing to take service under this rider consents to the Company's disclosure of utility service information to the Third-Party Lender and the Vendor. A loan issued to a Participant shall be the sole responsibility of the Participant. The Participant is responsible for resolving with the Third-Party Lender any dispute that may arise concerning the loan's terms, conditions, or charges. Upon transfer of the property title for the premises at which the Participant receives gas service from the Company, or the Participant's request to terminate service at such premises, the Participant shall pay in full its gas utility bill, including all amounts due under the OBF Program, subject to any modification required by Section 19-140(g) of the Act. Amounts due under the program shall be deemed amounts owed for residential and, as appropriate, commercial gas service, and therefore Participant shall be subject to disconnection of service in the event of a payment default. The amount of a loan to a Participant shall be a minimum of \$500, not to exceed a maximum of \$150,000, and shall not have a term exceeding one-hundred twenty (120) months. A Participant may repay the full outstanding loan amount early without penalty.

#### Section E - Company's Responsibility.

The Company shall:

- 1. issue a request for proposal, consistent with Section 19-140 of the Act, to prospective Third-Party Lenders, and such request for proposal shall include, but not be limited to, the following criteria:
  - a. interest rate;
  - b. credit terms
- 2. work with Third-Party Lenders and Vendors to establish the terms and processes pursuant to which a Participant may purchase Efficiency Measures using the financing obtained from the Third-Party Lender:
- 3. show amounts due and owing under the OBF Program as a separate line item on the Participant's utility bill;
- 4. remit payment in full to the Third-Party Lender each month on behalf of the Participant, even if the Participant defaults on payment of its utility bill, in which event the Company shall be entitled to recover all costs related to a Participant's non-payment. Such bad debt expense shall be charged to Prime Account 904 and Nicor Gas shall be entitled to recover all costs related to a Participant's non-payment through the automatic adjustment clause tariff established pursuant to Section 19-145 of the Act:
- 5. reserve the right to retain a security interest in the Efficient Measures purchased under this rider;
- 6. retain its right to disconnect service to a Participant that defaults on the payment of its utility bill;
- 7. accumulate and subsequently recover all of the prudently incurred costs of offering the OBF Program, including, but not limited to, all start-up and administrative costs, loan origination fees, security interest expense, and the costs for program evaluation, through the automatic adjustment clause tariff established pursuant to Section 8-104 of the Act—Natural Gas Energy Efficiency Programs;
- 8. have no liability or responsibility for Efficiency Measures procured from and/or installed by Vendors; (Continued On Sheet No. 84.2)

Ill.C.C. No. 16 – Gas

1<sup>st</sup> Revised Sheet No. 84.2
(Canceling Original Sheet No. 84.2, Effective June 1, 2011)

### Rider 31 On-Bill Financing Program

#### (Continued From Sheet No. 84.1)

- 9. not be required to comply with any other statute, order, rule, or regulation of the State of Illinois that may relate to the offering of such program, provided that nothing in this rider is intended to limit the Company's obligation to comply with the Act and the Commission's orders, rules, regulations, and 83 Illinois Administrative Code Part 280, including, but not limited to, rules for the disconnection and reconnection of service and deferred payment arrangements; and
- 10. file the loan interest rate with the Commission.

#### Section F - Third-Party Lender Responsibility.

The Third Party Lender shall:

- 1. conduct credit checks or undertake other appropriate measures to limit credit risk;
- 2. review and approve or deny financing applications submitted by Eligible Customers; and
- 3. following its approval of financing and the Participant's purchase of the Efficiency Measure(s), forward payment information to the Company.

#### Section G - Vendor Responsibility.

The Vendor shall:

- 1. explain and offer the approved financing packaging to Eligible Customers;
- 2. assist Eligible Customers in applying for financing;
- 3. provide the Participants information about any other incentives that may be available for the Efficiency Measures;
- 4. indemnify the Company for causes of action arising from the Vendor's sale and/or installation of Efficiency Measures; and
- 5. assist in the collection of data required by Section 19-140(g) of the Act and Section J of this rider.

#### \* Section H - Efficiency Measures.

The Efficiency Measure must be a product or service that: (a) has estimated gas savings, determined by rates in effect at the time of purchase, that are sufficient to cover the costs of implementing the Efficiency Measure, including finance charges and any OBF Program fees not recovered pursuant to Section E (7) of this rider; or (b) is included in the Company's Commission-approved energy efficiency plan under Section 8-104 of the Act. Criteria for identifying and approving eligible Efficiency Measures shall be the responsibility of the Company. Qualifying Efficiency Measures shall include all products and services included in the Company's energy efficiency plan applicable to the Customer's rate. In the future, the Company may elect to modify or expand the list of qualifying Efficiency Measures applicable under its OBF Program.

#### Section I - Late Payment Charge.

A charge for late payment shall be determined under the Late Payment Charge provision in the Terms and Conditions of Service of this rate schedule.

#### Section J - Reporting.

The Company shall retain an independent evaluator who shall evaluate the effects of the Efficiency Measures installed under the OBF Program and the overall operation of the OBF Program, as required by Section 19-140(g) of the Act. The OBF program shall continue during the pendency of the evaluation process. The independent evaluator shall issue a report to the Commission on its findings no later than four (4) years after the date on which the OBF Program commenced.

Filed with the Illinois Commerce Commission on November 1, 2013 Items in which there are changes are preceded by an asterisk (\*)

Effective December 31, 2013 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas 11th Revised Sheet No. 85 (Canceling 9th Revised Sheet No. 85, Effective November 24, 2021)

## Rider 32 **Qualified Infrastructure Plant**

#### \* Applicable to All Rates, Except Rates 17, 19, 21, and 82

#### Section A – Applicability.

The Qualifying Infrastructure Plant Surcharge shall be determined in accordance with the provisions of this rider. The Qualifying Infrastructure Plant Surcharge Percentage shall be applied to bills of customers. The purpose of the QIP Surcharge is to recover a return on, and Depreciation Expense related to, the Company's investment in QIP as described in Section D of this rider. The Company shall file with the Commission an Information Sheet showing determinations of the QIP Surcharge Percentage for the Effective Month under Sections F and G of this rider.

#### Section B – Definitions.

As used in this rider, the terms below are defined as follows:

**Accumulated Depreciation** shall mean the beginning balance of Accumulated Depreciation Expense, if any, plus Depreciation Expense less retirements less cost of removal paid or incurred.

Act shall mean the Public Utilities Act [220 ILCS 5/1-101 et seq.].

\* Base Rate Revenues shall mean revenues recovered through base rates, as determined in the Company's last rate case. Base Rate Revenues shall not include revenues or credits arising from Service Rates 17, 19, 21 and 82 and Riders 1, 2, 6, 7, 8, 12, 13, 16, 29, 30, 31, 33, 34, 39, 40 and revenues arising from QIP Surcharges. Base Rate Revenues shall include costs and revenues associated with Riders 3, 5, 25, 26, 36 and 38.

**Baseline Amount** shall mean an amount equal to \$171,321,784, which is the Company's average total depreciation expense, as reported on page 336, column (b) of the Company's ILCC Form 21, for the calendar years 2006 through 2010.

Costs Associated with Investments in QIP shall mean an amount that shall include return on Qualifying Infrastructure Plant and recovery of depreciation and amortization expense on Qualifying Infrastructure Plant, net of the depreciation included in the Company's base rates on any plant retired in conjunction with the installation of the Qualifying Infrastructure Plant.

**Depreciation Expense** shall mean an amount that shall be calculated by applying the Company's approved depreciation rates, including removal and salvage, to the month-end QIP balance identified in Section D, for each category of QIP. The resulting Depreciation Expense for QIP shall be reduced by the depreciation included in the Company's base rates on any plant retired in conjunction with the installation of Qualifying Infrastructure Plant.

Difficult to Locate Main shall mean a main from which the Company cannot obtain a reliable locating signal.

**Difficult to Locate Service Pipe** shall mean a service pipe from which the Company cannot obtain a reliable locating signal.

**Effective Month** shall mean the month following the Filing Month, during which the QIP Surcharge Percentage will be in effect.

(Continued On Sheet No. 85.1)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023

Issued by – Rachelle Whitacre

Director

Post Office Box 190 Aurora, Illinois 60507

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

(Continued From Sheet No. 85)

**Section B – Definitions.** (continued)

Filing Month shall mean the month in which the Company determines the QIP Surcharge Percentage and submits it to the Commission.

**High-Pressure Transmission Pipelines** shall mean high-pressure transmission pipelines and associated facilities, including but not limited to, mains, valves, facilities for compression, conditioning, and storage field and gathering system appurtenances.

**Information Sheet** shall mean a tariff sheet filed in accordance with this rider to initiate or modify a QIP Surcharge Percentage.

**Qualifying Infrastructure Plant or "QIP"** shall mean qualifying infrastructure plant eligible to be recovered through the QIP Surcharge as described in Section D of this rider.

**Qualifying Infrastructure Investment** shall mean QIP and "costs associated with investments in qualifying infrastructure plant". It shall not include costs or expenses incurred in the ordinary course of business for the ongoing or routine operations of the Company, including, but not limited to: (1) operating and maintenance costs; and (2) costs of facilities that are revenue-producing, which means facilities that are constructed or installed for the purpose of serving new customers.

**QIP Surcharge** shall mean the amount added to a customer bill when the QIP Surcharge Percentage is applied in accordance with Section F(a) of this rider.

QIP Surcharge Percentage shall mean the percentage determined in accordance with Sections F, G and H of this rider.

**Reconciliation Year** shall mean the calendar year period for which actual costs associated with QIP and QIP Surcharge revenues are reconciled.

**Total Plant Additions** shall mean all capital additions in the Reconciliation Year as recorded in gas plant in service accounts 101 and 106 and reflected as such in Form 21 ILCC, the annual report to the Commission that the Company files as required by Section 5-109 of the Act.

**Transmission and Distribution Regulator Stations** shall mean regulators, valves, and associated facilities to establish over-pressure protection, inclusive of SCADA equipment.

#### Section C - Terms and Conditions.

- (a) The cumulative amount of increases billed under this rider, since the Company's last rate case, shall not exceed an annual average 4% of the Company's Base Rate Revenues but shall not exceed 5.5% in any given year.
- (b) The QIP Surcharge Percentage shall apply only to Base Rate Revenues.

(Continued On Sheet No. 85.2)

Filed with the Illinois Commerce Commission on August 1, 2014 Issued pursuant to order of the Illinois Commerce Commission entered July 30, 2014 in Docket No. 14-0292

(Continued From Sheet No. 85.1)

#### **Section C – Terms and Conditions.** (continued)

- (c) On the effective date of new base rates, the QIP Surcharge Percentage shall be reduced to zero with respect to Qualifying Infrastructure Investment that is transferred to rate base used to establish the Company's base rates, provided that the Company may continue to charge or refund any reconciliation adjustment determined in a Commission reconciliation Order.
- (d) The QIP Surcharge shall be presented as a separate line item on customer bills as the "Qualified Infrastructure Charge" charge or as an abbreviation that clearly conveys its meaning, and shall show the applicable percentage. If a customer's bill is for a period that includes all or part of more than one Effective Month, the percentage used to compute such bill and shown on such bill shall be a proration of the applicable QIP Surcharge Percentages.
- (e) The revenues resulting from this rider shall be recorded with a separate revenue identifier or in a separate revenue sub-account.

#### Section D – Qualifying Infrastructure Plant, or QIP

To be classified as QIP, the plant additions must meet the following criteria:

- (1) be placed into service;
- (2) not have been included in the calculation of the rate base in the Company's last rate case;
- (3) not include facilities constructed or installed for the purpose of serving new customers;
- (4) be related to one or more of the following:
  - (a) The installation of facilities to retire and replace underground natural gas facilities, including facilities appurtenant to facilities constructed of those materials such as meters, regulators, and services, and that are constructed of cast iron, wrought iron, ductile iron, unprotected coated steel, unprotected bare steel, mechanically coupled steel, copper, Cellulose Acetate Butyrate (CAB) plastic, pre-1973 DuPont Aldyl "A" polyethylene, PVC, or other types of materials identified by a State or federal governmental agency as being prone to leakage;
  - (b) The relocation of meters from inside customers' facilities to outside;
  - (c) The upgrading of the gas distribution system from a low pressure to a medium pressure system, including installation of high-pressure facilities to support the upgrade;
  - (d) Modernization investments by a combination utility as defined in subsection (b) of Section 16-108.5 of the Act [220 ILCS 5/16-108.5] to install:
    - (A) Advanced gas meters in connection with the installation of advanced electric meters pursuant to Sections 16-108.5 and 16-108.6 of the Act [220 ILCS 5/16-108.5 and 16-108.6]; and
    - (B) The communications hardware and software and associated system software that creates a network between advanced gas meters and utility business systems and allows the collection and distribution of gas-related information to customers and other parties in addition to providing information to the utility itself;

(Continued On Sheet No. 85.3)

(Continued From Sheet No. 85.2)

#### Section D – Qualifying Infrastructure Plant, or QIP. (continued)

- (e) Replacing High-Pressure Transmission Pipelines and associated facilities identified as having a higher risk of leakage or failure or installing or replacing High-Pressure Transmission Pipelines and associated facilities to establish records and maximum allowable operating pressures;
- (f) Replacing difficult to locate mains and service pipes and associated facilities; and
- (g) Replacing or installing Transmission and Distribution Regulator Stations, regulators, valves, and associated facilities to establish over-pressure protection.
- (5) In addition with respect to the installation of the facilities identified above, the Company shall determine priorities for such installation with consideration of projects either:
  - 1) Integral to a general government public facilities improvement program, or
  - 2) ranked in the highest risk categories in the utility's most recent Distribution Integrity Management Plan where removal or replacement is the remedial measure.

#### Section E – Recoverable Costs – Return on QIP

Costs associated with investments in Qualifying Infrastructure Plant shall have the meaning described in Section B of this rider.

PTR means pre-tax return and is calculated using the following formulas:

(Continued On Sheet No. 85.4)

(Continued From Sheet No. 85.3)

#### **Section F - Determination of the QIP Surcharge Percentage**

- (a) The QIP Surcharge Percentage shall be expressed as a percentage carried to two decimal places.
- (b) The QIP Surcharge Percentage for an Effective Month shall be determined by using the following formula:

 $S\% = (\underbrace{(NetQIP + AdjNetQIP)x\ PTR\ x\ 1/12) + ((NetDep + AdjNetDep)x\ 1/12) + (R\ x\ 1/9) + (O + INT)/NBPo}_{PBR}\ x\ 100$ 

#### Where:

S% = QIP Surcharge Percentage.

NetQIP = Actual cost of QIP less Accumulated Depreciation and any accumulated deferred income tax liabilities net of deferred tax assets resulting from the additional QIP.

AdjNetQIP = The actual amount of NetQIP as of the end of the QIP forecast period used in the Company's last rate case less the amount of NetQIP the Commission approved to be added to the Company's rate base as of the end of the QIP forecast period.

PTR = Pre-tax return as described in Section E of this rider.

NetDep = Annualized Depreciation Expense applicable to NetQIP less the annualized depreciation expense applicable to the plant being retired.

R = Company-determined reconciliation component calculated for the Reconciliation Year as described in Section H(c) of this rider. The reconciliation component shall be collected or refunded, as applicable, over nine months from April through December.

AdjNetDep = The actual amount of NetDep applicable to the QIP forecast period used in the Company's last rate case less the amount of NetDep that the Commission approved for the QIP forecast period used in the Company's last rate case.

O = Commission-ordered adjustment as described in Section H(a) of this rider.

INT = The calculated interest attributable to the O component. This interest shall be calculated as described in Section H(a) of this rider.

NBPo = Number of billing periods (O + INT) will be collected or refunded.

PBR = The projected Base Rate Revenues for the Effective Month that S% shall be in effect.

Following the final order in each rate case, and before the Effective Month that will initiate the inclusion of AdjNetQIP and AdjNetDep, the Company shall file a public document in the rate case docket that provides the calculation of AdjNetQIP and AdjNetDep, including each component to determine AdjNetQIP and AdjNetDep.

(Continued On Sheet No. 85.5)

(Continued From Sheet No. 85.4)

#### Section G – Information Sheet Filings to Amend the QIP Surcharge.

The QIP Surcharge Percentage shall be filed with the Commission or postmarked on an Information Sheet with supporting data no later than the 20th day of the month preceding the effective date of the QIP Surcharge Percentage. An Information Sheet with supporting data filed after that date, but prior to the effective date, shall be accepted only if it corrects an error or errors from a timely filed Information Sheet for the same effective date. Any other Information Sheet with supporting data shall be accepted only if submitted as a special permission request to become effective on less than 45 days' notice under the provisions of Section 9-201(a) of the Act.

A new QIP Surcharge Percentage shall become effective on the first day of the Effective Month, with a new R component becoming effective, if required, on April 1. A QIP Surcharge Percentage shall continue in effect until replaced by a subsequent Information Sheet filing. The Company shall file an Information Sheet each month that reflects the continuing aggregation of Qualifying Infrastructure Investment costs regardless of whether the QIP Surcharge Percentage changes.

The Company shall submit with each Information Sheet:

- 1) A calculation of the QIP Surcharge Percentage, PTR, and GRCF;
- 2) A detailed schedule providing the following information for each completed QIP eligible project as described in Section D of this rider, provided that the Company may incorporate by reference supporting data included in prior Filing Month(s):
  - A) Plant account number and title;
  - B) Category of project;
  - C) Project name;
  - D) Description of project;
  - E) Dollar amount in the month of closing; and
  - F) Month and year of closing;
- 3) A schedule showing the calculation of Accumulated Depreciation on associated QIP;
- 4) A schedule showing the calculation of accumulated deferred income taxes associated with QIP; and
- 5) A detailed schedule showing the calculation of Depreciation Expense.

#### Section H - Annual Reconciliation.

(a) No later than March 20 of each year, the Company shall file a petition with the Commission seeking initiation of an annual reconciliation hearing. The petition shall include testimony and schedules that support the accuracy and the prudence of the Qualifying Infrastructure Investment for the calendar year being reconciled. The petition shall also include the number of jobs attributable to the qualifying infrastructure investments whose costs were recovered through the QIP Surcharge and an explanation of how the number of jobs was determined. If the Commission finds, after hearing, that the revenue booked by operation of the QIP Surcharge does not equal the actual level of prudently incurred qualified infrastructure costs for the Reconciliation Year, to the extent that the adjustment has not already been reflected through an adjustment to the R component of the QIP Surcharge Percentage, the Commission may by order require that the rider be adjusted through the O component in the QIP Surcharge Percentage formula in Section F of this rider over succeeding Effective Months.

(Continued On Sheet No. 85.6)

Ill.C.C. No. 16 – Gas

2nd Revised Sheet No. 85.6
(Canceling 1st Revised Sheet No. 85.6, Effective January 25, 2016)

## Rider 32 Qualified Infrastructure Plant

(Continued From Sheet No. 85.5)

#### \*Section H – Annual Reconciliation. (continued)

Amounts either collected or refunded through the O component shall accrue interest at the rate established by the Commission under 83 Ill. Adm. Code Sec. 280.40(g)(1) from the end of the Reconciliation Year to the Order date in the reconciliation case.

- (b) Any adjustment made through the R component shall be in effect for nine months commencing on the April 1 immediately following submittal of the annual reconciliation.
- (c) The Company shall calculate the R component using the following formula:

 $R = ((ActNetQIP + AdjNetQIP) \ x \ PTR) + (ActNetDep + AdjNetDep) - QIPRev + Rpy + Opy \\ Where:$ 

R = Company-determined reconciliation component.

ActNetQIP = The average actual cost of the investment in QIP for the Reconciliation Year net of the actual Accumulated Depreciation and any accumulated deferred income tax liabilities net of deferred tax assets resulting from the additional QIP associated with the investment in QIP based on the thirteen month average for the Reconciliation Year. The amount of Qualifying Infrastructure Investment eligible for recovery under this rider in the applicable calendar year is limited to the lesser of (i) the actual Qualifying Infrastructure Plant placed in service in the applicable calendar year, and (ii) the difference by which Total Plant Additions in the applicable calendar year exceed the Baseline Amount subject to the limitation set forth in Section C(a) of this rider. If Total Plant Additions did not exceed the Baseline Amount, then ActNetOIP shall be zero.

AdjNetQIP = AdjNetQIP as defined in Section F. The effective date of AdjNetQIP will be as disclosed in the document required following a rate case as described in Section F.

PTR = Pre-tax return as described in Section E of this rider.

ActNetDep = Actual Depreciation Expense related to the investment in QIP for the Reconciliation Year. Depreciation Expense shall be net of the Depreciation Expense applicable to the plant being retired, as defined in Section B of this rider.

AdjNetDep = AdjNetDep as defined in Section F. The effective date of AdjNetDep will be as disclosed in the document required following a rate case as described in Section F.

QIPRev = Actual QIP revenues booked during the Reconciliation Year through the QIP Surcharge.

Rpy = The R component from the previous Reconciliation Year.

Opy = The sum of the O component(s) and the calculated interest attributable to the O component(s) included in the calculation of the QIP Surcharge Percentage during the Reconciliation Year.

- (d) Each annual reconciliation shall include the following schedules:
  - 1) A schedule showing the actual monthly costs associated with Qualified Infrastructure Investment for the Reconciliation Year;
  - 2) A schedule showing the actual monthly revenues arising from the application of the QIP Surcharge Percentage during the Reconciliation Year;

(Continued On Sheet No. 85.7)

(Continued From Sheet No. 85.6)

#### **Section H – Annual Reconciliation.** (continued)

- 3) A schedule showing the reconciliation component determined by the Company showing the amount to be recovered or refunded over a nine-month period commencing on April 1;
- 4) A schedule showing the actual operating income and 13-month average rate base for the Reconciliation Year. The calculation of actual operating income and 13-month average rate base shall be adjusted for the impact of adjustments accepted by the Commission in the Company's last rate case represented by the pro rata percentages of net plant and operating expenses approved by the Commission compared to the net plant and operating expenses requested by the Company in its initial filing. In calculating the amount of federal and State income tax expense reflected in operating income, the Company shall show as deductible interest expense for tax purposes the product that results when the weighted embedded cost-of-debt reflected in the overall rate of return calculation used in the Company's last rate proceeding is multiplied by the rate base as shown in the annual reconciliation.; and
- 5) A schedule demonstrating compliance with the requirements of Section C(a) of this rider, with such schedule showing:
  - a. Annual billing increase for the Reconciliation Year under the QIP Surcharge since the last rate case as a percent of Base Rate Revenues established in that last rate case.
  - b. If more than one Reconciliation Year has elapsed since the last rate case, average annual billing increases under the QIP Surcharge since the last rate case as a percent of Base Rate Revenues established in that last rate case.
- (e) The first reconciliation year shall begin January 1 and end on December 31 of the same calendar year in which the first Information Sheet became effective. Each subsequent Reconciliation Year shall end on December 31.
- (f) When the Company files its annual reconciliation petition, the Company shall provide electronic copies of the following items to the Commission's Manager of the Accounting Department:
  - 1) Copies of all workpapers pertaining to the reconciliation;
  - 2) A summary of all work orders or projects that support the costs claimed for recovery through the QIP Surcharge;
  - Total annual amount invested for each of the categories defined in Section 9-220.3(b) of the Act for Qualifying Infrastructure Investment that supports the costs claimed for recovery through the QIP Surcharge;
  - 4) Copies of the applicable general ledger or comparable material supporting the recovery of the QIP Surcharge;
  - 5) A detailed worksheet showing the calculation of any Company-determined reconciliation component (R component) amount based upon the annual reconciliation; and
  - 6) Information regarding the prudence of the Company's investment in QIP.

(Continued On Sheet No. 85.8)

Ill.C.C. No. 16 – Gas 1<sup>st</sup> Revised Sheet No. 85.8 (Canceling Original Sheet No. 85.8, Effective January 1, 2014)

### Rider 32 Qualified Infrastructure Plant

(Continued From Sheet No. 85.7)

#### **Section H – Annual Reconciliation.** (continued)

(g) The annual reconciliation shall be verified by an officer of the Company.

#### Section I - Annual Internal Audit.

The Company shall submit annually to the Commission's Manager of the Accounting Department, no later than July 31 for the previous calendar year, an internal audit report that determines whether the QIP Surcharge and information provided in Section H of this rider have been calculated in accordance with this rider and Section 9-220.3 of the Act. The initial internal audit under this rider shall be submitted no later than July 31, 2016. All internal audits conducted under this rider shall include at least the following tests:

- 1) Internal controls are effectively preventing the double recovery of costs through the QIP Surcharge and other approved tariffs;
- 2) The QIP Surcharge Percentage is being properly billed to customer bills;
- 3) QIP Surcharges are properly calculated;
- 4) Costs recovered through the QIP Surcharge are recorded in the appropriate accounts; and
- 5) Costs recovered through the QIP Surcharge are properly reflected in the calculation of the QIP Surcharge Percentage and the annual reconciliation.

#### Section J - Annual QIP Plan Update.

The Company shall annually file with the Commission in Docket 14-0292 and submit a copy to the Commission's Director of the Financial Analysis Division and the Director of the Safety and Reliability Division, no later than April 1, an annual QIP plan update that provides the specific plan for that calendar year's Qualified Infrastructure Investment including planned replacements of underground natural gas facilities during the year as required by 83 Ill. Adm. Code Sec. 556.130. The initial annual plan update under this rider shall be filed and submitted no later than April 1, 2016. The annual QIP plan update shall include the following information for projects included in the update for which costs are anticipated to be incurred during the calendar year of the update:

- (a) A schedule showing each QIP project included in the update by the classification of the project as defined in Section 556.40(a) of the Commission's rules (83 Ill. Adm. Code Sec. 556.40(a)), with the following information:
  - 1) The project title;
  - 2) The priority of the project;
  - 3) The accumulated cost of the project at the beginning of the calendar year;
  - 4) The projected cost to be incurred during the calendar year;
  - 5) The anticipated total cost of the project to have been incurred by the end of the calendar year; and
- (b) A listing of each QIP project included in the update by priority, with the following information:
  - 1) An explanation and justification for the prioritization of the project;
  - 2) A brief description of the project;
  - 3) An indication of whether the project was ranked within the highest risk categories in the Company's most recent Distribution Integrity Management Program; and
  - 4) The rationale for the investment to be included as QIP, which may include a history of leaks, or incidents of damage by location.

#### \* Section K – Post December 31, 2023 Activities

The Company may file to withdraw this rider at any time pursuant to Section 9-220.3 of the Act.

\*(Continued on Sheet No 85.9)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Effective December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 – Gas
Original Sheet No. 85.9

### Rider 32 Qualified Infrastructure Plant

\*(Continued From Sheet No. 85.8)

Given the impending sunset of Section 9-220.3 of the PUA on December 31, 2023, after December 31, 2023, the Company shall cease imposing a QIP Surcharge for the return on, and Depreciation Expense related to, the Company's investment in QIP as described in Section D of this rider.

For the last reconciliation year, the Company shall by March 20, of 2024 file a petition with the Commission seeking initiation of an annual reconciliation hearing for calendar year 2023. All prior pending reconciliation year proceedings and the calendar year 2023 reconciliation year proceeding shall continue to proceed consistent with Section H until concluded with final orders by the Commission. The Company shall continue to collect/refund the R factor for prior reconciliation years consistent with Sections F and H. In accordance with Section 556.100, by March 20, 2024 the Company shall file an information sheet and other required documentation containing the final R Factor for calendar year 2023. The internal audit requirement in Section 556.110 remains effective for the calendar year 2023 reconciliation, with the final internal audit due July 31, 2024.

After the Commission issues a final order in the respective reconciliation year proceedings, the Factor O and any adjusted Factor R determined in the respective reconciliation year proceeding shall be charged to customers or refunded back to customers in the same manner as previously done and set forth in Sections F and H.

Accordingly, the QIP Surcharge Percentage after December 31, 2023 or the date new base rates go into effect in 2023, whichever is sooner, shall be calculated as follows:

S % = (R X 1/9) + (O + INT/NBPo) X 100 / PBR

Since the QIP Surcharge Percentage after December 31, 2023 will not include AdjNetQIP and/or AdjNetDep, the requirement set forth in Section F of this rider to file a public document in the rate case docket that provides the calculation of AdjNetQIP and AdjNetDep is no longer applicable.

After the R and O factors from the reconciliation year proceedings have been charged to customers or refunded back to customers, Rider 32 for all purposes shall cease to be in effect.

114th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 85, 85.1, 85.2, 85.3, 85.4, 85.5, 85.6, 85.7, 85.8 AND 85.9 OF ILL.C.C. NO. 16, SCHEDULE G

## Rider 32. Qualified Infrastructure Plant

Applicable to Rates 1, 4, 5, 6, 7, 74, 75, 76, 77 and Riders 3, 5, 26, 36, and 38

Qualified Infrastructure Plant (QIP) Charge Percentage Effective May 1, 2024

LINE <u>NO.</u>	<u>DESCRIPTION</u>	PERCENTAGE
1	Rider QIP Percentage Effective May 1, 2024	0.86%

### Rider 33 Designated Extension Service Area

#### Applicable to Rates 1, 4, and 74

#### Section A – Purpose & Applicability.

This rider is applicable to customers and/or applicants that want or receive service from the Company under Rates 1, 4, and 74 at the service address or service addresses located within the boundaries of a Designated Extension Service Area (DESA). The purpose of this rider is to recover the Required Contribution to extend gas mains to and within a DESA from customers at service addresses located within that DESA.

This rider is intended to provide a mechanism to allow the Company to extend its distribution system to new locations within its service territory in situations in which (i) customer deposits required under the Gas Main Extension provisions set forth in the General Terms and Conditions are not provided to the Company and (ii) there is sufficient interest shown in obtaining gas service within the boundaries of the DESA. In such situations, the Company may extend its distribution system to new locations within its service territory pursuant to this rider. The determination whether or not to extend its distribution system pursuant to this rider shall be made by the Company in each situation at its discretion but the Company will not extend its distribution system pursuant to this rider without first having obtained written indications of interest in obtaining gas service from prospective customers at fifty percent or more of the Estimated Connections located within the boundaries of the DESA.

When an application for service is made after the distribution system has been designed and installed in the DESA and the applicant's or customer's gas requirements are known or are estimated to be large enough in either hourly, monthly or annual therm requirements, such that an additional investment in facilities would be required solely to accommodate such applicant's or customer's gas requirements, the Company may deny the application for service under this rider and charge based on a separate economic assessment of those requirements pursuant to the Gas Main Extension provisions set forth in the General Terms and Conditions.

#### Section B – Definitions.

As used in this rider, the terms below are defined as follows:

**Carrying Cost** shall mean, with respect to the Customer Payment Option, the Company's authorized rate of return as approved in the Company's last general rate proceeding at the time a DESA is established.

**Connection Period** shall mean a period of time commencing when service first becomes available within the DESA and ending on the tenth anniversary.

**Customer Payment Option** or "CPO" shall mean the option available at CPO Eligible Service Addresses to pay the DESA Connection Charge in installments under the terms set forth in this rider.

**Customer Payment Option Agreement** or "CPOA" shall mean, with respect to a DESA, an agreement, in the form established by the Company from time to time, to reflect the selection by a customer or applicant at a CPO Eligible Service Address of the Customer Payment Option.

**CPO Eligible Service Address** shall mean, with respect to a DESA, a service address (i) that is located in the DESA, (ii) that will receive service under Rate 1-Residential Service, (iii) that is to be connected to the Company's distribution system at the request of the property owner or, if the customer of record is not the property owner, the customer has provided the Company a written authorization for the connection from the property owner in form and substance deemed acceptable by the Company, and (iv) for which the DESA Connection Charge exceeds \$225.

(Continued On Sheet No. 86.1)

Ill.C.C. No. 16 – Gas Original Sheet No. 86.1

### Rider 33 Designated Extension Service Area

(Continued From Sheet No. 86)

#### **Section B – Definitions.** (continued)

**DESA Connection Charge** shall mean, with respect to a DESA, the Required Contribution to extend gas main to and within the DESA divided by the Estimated Connections. The DESA Connection Charge shall not exceed \$5,000.

**Designated Extension Service Area** or "DESA" shall mean a specific address or geographical area located within the Company's service territory that is designated by the Company to receive gas service under this rider.

**Estimated Connections** shall mean, with respect to a DESA, the Company's good faith estimate of the number of eligible service addresses that will be connected to the Company's distribution system located within the DESA during the Connection Period.

**Required Contribution** shall mean the payment required to make the extension of gas main to and within the DESA economic using the Company's estimated cost of the required extension minus the sum of (i) the estimated average cost of an extension of 100 feet of low pressure main or 200 feet of high pressure main, as the case may be, times the number of Estimated Connections and (ii) any contributions in aid of construction received from prospective customers to defray any of the Company's cost of the required extension that are in excess of the DESA Connection Charges that customers pay to the Company under this rider.

**Recovery Period** shall mean a period of time commencing when service first becomes available within the DESA and ending on the twenty fifth anniversary.

#### Section C - DESA Connection Charge.

The applicable DESA Connection Charge shall be charged for the connection to the Company's distribution system during the applicable Connection Period of an eligible service address within the DESA.

The DESA Connection Charge shall be non-refundable. For a service address connecting to the Company's distribution system within the DESA during the Connection Period that is not a CPO Eligible Service Address, the DESA Connection Charge must be paid by the customer or applicant requesting service in advance of the connection of the service address to the Company's distribution system. If the customer or applicant requesting service within the DESA is not the property owner for that service address, that customer or applicant must provide the Company a written authorization for the connection from the property owner in form and substance deemed acceptable by the Company. For a CPO Eligible Service Address connecting to the Company's distribution system within the DESA during the Connection Period, the DESA Connection Charge may, at the election of the customer or applicant requesting service, either (1) be paid in advance of connection, or (2) may be paid through the Customer Payment Option.

Service addresses within the DESA that connect to the Company's distribution system after the Connection Period will not be assessed the DESA Connection Charge initially established, but may be assessed a connection charge under the Extension of Distribution System provisions set forth in the Gas Main Extension provisions in the General Terms and Conditions based on a separate economic assessment of such connections.

(Continued On Sheet No. 86.2)

Filed with the Illinois Commerce Commission on February 27, 2017 Issued pursuant to order of the Illinois Commerce Commission entered February 23, 2017 in Docket No. 15-0218

## Rider 33 Designated Extension Service Area

(Continued From Sheet No. 86.1)

#### Section D – Customer Payment Option (CPO).

Those obligated to pay a DESA Connection Charge who receive service at a CPO Eligible Service Address have the option to select the Customer Payment Option. To select the Customer Payment Option for a CPO Eligible Service Address, the customer or applicant requesting to connect such CPO Eligible Service Address to the Company's distribution system must enter into a Customer Payment Option Agreement with the Company.

The Customer Payment Option shall include, but not be limited to, the following terms, which shall also be reflected in the Customer Payment Option Agreement:

- (i) Monthly installment payments for all of the DESA Connection Charge or, if the customer elects to pay a portion of the DESA Connection Charge prior to connection of the CPO Eligible Service Address, the portion of the DESA Connection Charge that remains to be paid;
- (ii) Monthly installment payment options of \$20, \$30, \$40, \$50 and \$60 may be available as provided in the Information Sheet applicable to each DESA;
- (iii) Installment payments shall not exceed one-hundred twenty (120);
- (iv) The Carrying Cost assessed on the outstanding installment balance;
- (v) The option by the customer at any time to pay off the entire remaining installment payment balance through a single lump sum payment equal to the present value at the payment date of the remaining monthly installments as determined by the Company at a discount rate equal to the Carrying Cost used to calculate the installment payment amounts;
- (vi) No option, other than the lump sum payment option specified in Section D(v) of this rider, shall be available to the customer to apply any monies paid to the Company in excess of the current period monthly installment amount specified in the Customer Payment Option Agreement to the outstanding installment payment balance such that any additional monies paid by the customer in excess of the current amount due shall be credited to the customer's account for utility service;
- (vii) No option, other than the lump sum payment option specified in Section D(v) of this rider, shall be available to the customer to alter the payment terms initially agreed upon by the customer or applicant in the Customer Payment Option Agreement; provided, however, that a new customer at the applicable CPO Eligible Service Address will be permitted a one-time option at the time service is initiated for that customer to enter into a Customer Payment Option Agreement with different permissible payment terms for the remaining outstanding installment payment balance; provided further, however, that if such new customer of record does not elect to enter into a new Customer Payment Option Agreement at the time service is initiated for that new customer, the new customer shall be obligated to continue payments under the terms of the Customer Payment Option Agreement in effect for the prior customer or applicant at that CPO Eligible Service Address;
- (viii) Any new customer requesting to initiate gas service in such new customer's name at a CPO Eligible Service Address for which there is an outstanding installment payment balance due on a DESA Connection Charge shall, as a condition of service, be deemed to have assumed and shall be liable to the Company for the remaining installment payment amounts established under the CPO for that CPO Eligible Service Address;

(Continued On Sheet No. 86.3)

## Rider 33 Designated Extension Service Area

(Continued From Sheet No. 86.2)

#### Section D – Customer Payment Option (CPO). (continued)

- (ix) Nicor Gas will disclose to any requestor for billing information regarding the premises the DESA Connection Charge balance remaining at the premises.
- (x) Should a CPO Eligible Service Address where installment payments under a CPO are outstanding and owed to the Company have no customer of record for a period of time, the monthly payment term shall be suspended for the equivalent period of time, and the payment term shall resume under a CPO for the balance of the monthly payment term when a new customer activates gas service;
- (xi) Non-payment of amounts due and owing with respect to the DESA Connection Charge shall be subject to the same terms for disconnection of service as other monthly utility service charges and shall be subject to late payment charges; and
- (xii) The current monthly installment payment amount due and the number of outstanding installments remaining for the premises under Rider 33 Designated Extension Service Area shall be shown as a separate line item on the customer's bill. The Company will also note on the bill no less than three times per year that the DESA Connection Charge balance remaining attaches to the premises and, until fully paid, would continue as the responsibility of any subsequent owners.

Upon its receipt of an initial request for service at a CPO Eligible Service Address, the Company will provide the prospective customer or applicant with (i) notice that service at the CPO Eligible Service Address is subject to payment of the DESA Connection Charge, and (ii) the amount of such charge. Upon the request of the customer or applicant at a CPO Eligible Service Address desiring to initiate the Customer Payment Option the Company will provide a Customer Payment Option Agreement reflecting the customer's or applicant's payment elections.

#### Section E – General.

At least 45 days before the effective date of any new DESA Connection Charge, the Company shall file with the Commission an Information Sheet supplemental to this rider, with a copy provided to the Manager of Rates. Such Information Sheet shall include (i) the specific address(es) or geographic or legal description of the Designated Extension Service Area, (ii) the corresponding DESA Connection Charge, (iii) the effective dates of the DESA Connection Charge, and (iv) the payment options available for the DESA.

DESA Connection Charges under this rider shall be subject to the applicable provisions of the Company's Rider 8 – Adjustments for Municipal, Local Governmental Unit and State Utility Taxes, as in effect from time to time.

CPO amounts that have been billed to customers and are uncollectible shall qualify for recovery through the Company's Rider 26 – Uncollectible Expense Adjustment.

#### **Section F – Reporting.**

The Company shall file with the Commission an annual report by April 30th of each year. The report shall contain the number of Estimated Connections, the number of actual connections, the DESA Connection Charge and Recovery Period in effect in the preceding calendar year.

(Continued On Sheet No. 86.4)

Ill.C.C. No. 16 – Gas Original Sheet No. 86.4

## Rider 33 Designated Extension Service Area

(Continued From Sheet No. 86.3)

Section G - Customer Payment Option Agreement.

An example of a CPOA is shown in this Section.

## NICOR GAS COMPANY DESIGNATED EXTENSION SERVICE AREA PAYMENT OPTION AGREEMENT

This Payment Option Agreement (this "Agreement") is entered into this \_\_ day of \_\_\_, \_\_\_\_\_ between Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor Gas") and the applicant for gas service identified below (the "Customer").

#### WITNESSETH

WHEREAS, the Customer has requested Nicor Gas to initiate or continue gas service at the service address identified in this Agreement (the "Service Address"); and

WHEREAS, the Service Address is located within a portion of the Nicor Gas service territory that is classified as a Designated Extension Service Area under Rider 33 of the Nicor Gas tariff on file with the Illinois Commerce Commission (the "Nicor Gas Tariff"); and

WHEREAS, pursuant to Rider 33, Nicor Gas is entitled to collect from customers of record at the Service Address a special charge that compensates Nicor Gas for a portion of the costs to extend its gas main to the Designated Extension Service Area (the "Connection Charge); and

WHEREAS, Rider 33 provides eligible customers within a Designated Extension Service Area options to pay all or a portion of the Connection Charge through installment payments; and

WHEREAS, the payment arrangement specified in this Agreement (the "Payment Arrangement") is permitted under Rider 33 for the Designated Extension Service Area in which the Service Address is located; and

WHEREAS, the Customer represents that the Customer is the owner of record of the Service Address or has obtained any written authorization from the owner of record of the Service Address that is required under Rider 33; and

WHEREAS, the Customer is eligible to select the Payment Arrangement and desires to select the Payment Arrangement;

NOW THEREFORE, Nicor Gas and the Customer agree as follows:

(Continued On Sheet No. 86.5)

### Rider 33 Designated Extension Service Area

	9
1.	(Continued From Sheet No. 86.4) Service Address, Designated Extension Service Area, Customer, and Owner of Record
	The Service Address and the Designated Extension Service Area in which the Service Address is located are as follows:
	Service Address:
	Designated Extension Service Area:
	The name of the Customer and, if the Customer is not the owner of record of the property located at the Service Address, the name of that owner of record are as follows:
	Customer Name:
	Name of Owner of Record Of Service Address:
	If the line to identify the name of the owner of record is left blank, the Customer shall be deemed to have represented to Nicor Gas that the Customer is the owner of record of the Service Address.
2.	Connection Charge and Remaining Balance
	The Connection Charge that is applicable to the Service Address is
	Nicor Gas has credited payments in the amount of that were received on or before the date of this Agreement, and that are required to be so credited pursuant to Rider 33, against the Connection Charge applicable to the Service Address.
	The Connection Charge less the amount credited leaves a balance to be collected by Nicor Gas (the "Remaining Balance") with respect to the Service Address as of the date of this Agreement of
3.	Payment Arrangement
	On the Remaining Balance, Nicor Gas will bill, and the Customer will pay, installment payments each month during the Payment Period (as hereinafter defined) in the amount shown below. The monthly installment payment amount and the number of outstanding installments remaining for the premises will be included as a separate line item on the Customer's monthly bill. Nicor Gas will also note on the bill no less than three times per year that the Connection Charge balance remaining attaches to the premises and, until fully paid, would continue as the responsibility of any subsequent owners. The Payment Arrangement reflects the inclusion of a percentage carrying cost charge shown below (the "Carrying Cost") applied to the unpaid portion of the Remaining Balance.
	(Continued On Sheet No. 86.6)

Ill.C.C. No. 16 – Gas Original Sheet No. 86.6

## Rider 33 Designated Extension Service Area

Designated Extension Service Area	
(Continued From Sheet No. 86.5)	
Monthly Installment Payment Amount:  amount will be)  Carrying Cost:  (except that the final monthly installment payment amount will be)	ent
The Payment Period will commence on the date of this Agreement and will end on the due date of the f monthly installment payment; provided, however, that if the Customer ceases to be the customer of record at the Service Address before the date the final installment payment accrues, the Customer shall only remain obligated for installment payments accruing during the period the Customer was the customer or record. The number of monthly installment payments is indicated below. Any remaining amount of the Connection Charge that has not then been collected by Nicor Gas with respect to the Service Address we be charged to subsequent customers of record at the Service Address to the extent provided in Rider 33 Nicor Gas will disclose the remaining amount of the Connection Charge for the Service Address to any person who represents to Nicor Gas that such person may become a subsequent customer of record at the Service Address, and the Customer hereby consents to any such disclosure by Nicor Gas.	ord of ne vill
Number of Monthly Installment Payments:	
Propayment	

## 4. Prepayment.

The Customer may, at any time, pay off the entire remaining installment payment balance through a single lump sum payment equal to the present value at the payment date of the remaining monthly installments as determined by Nicor Gas at a discount rate equal to the Carrying Cost.

No option, other than the lump sum payment option specified in the preceding paragraph, will be available to the Customer to apply any monies paid to Nicor Gas in excess of the monthly installment amounts that have been billed by Nicor Gas pursuant to this Agreement for current or prior periods to the outstanding installment payment balance. Any such additional monies paid by the Customer will be credited to the Customer's account for utility service.

#### 5. Effect of Nonpayment

Nonpayment of amounts due and owing by the Customer under this Agreement will be subject to the same terms for disconnection of service and assessment of late payment charges as other monthly utility service charges.

### 6. Service Subject to the Nicor Gas Tariff

Service provided by Nicor Gas to the Customer at the Service Address shall be subject to the terms and conditions set forth in the Nicor Gas Tariff including, without limitation, Rider 33. Further, the payments required to be made by the Customer pursuant to this Agreement are in addition to all other applicable payments required to be made by the Customer for service at the Service Address pursuant to the Nicor Gas Tariff. The Nicor Gas Tariff is incorporated into this Agreement by reference and, in the event of a conflict between any stated term in this Agreement and a term contained in the Nicor Gas Tariff, the term in the Nicor Gas Tariff shall be deemed to control.

(Continued On Sheet No. 86.7)

Ill.C.C. No. 16 – Gas Original Sheet No. 86.7

## Rider 33 Designated Extension Service Area

(Continued From Sheet No. 86.6)

#### 7. Authorization from Owner of Record

If the Customer is not the owner of record of the Service Address and has requested that Nicor Gas extend a service line to connect to the Service Address, the Customer will be obligated to have obtained the prior authorization of the owner of record of the Service Address and to provide Nicor Gas with a written authorization to that effect in the form attached to this Agreement as Exhibit A, signed by the owner of record. Notwithstanding anything in this Agreement to the contrary, in the event the Customer knowingly misrepresents the ownership of the Service Address to Nicor Gas or provides Nicor Gas with an invalid authorization form, the Customer will be obligated to pay Nicor Gas on demand the entire unpaid amount of the Connection Charge.

## 8. Governing Law

This Agreement is governed by, and will be construed in accordance with, the laws of the state of Illinois without regard to its choice of law provisions.

## 9. Invalidity

If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

## 10. Assignment.

The Customer shall not have the right to assign this Agreement without the prior written consent of Nicor Gas.

IN WITNESS WHEREOF, this Agreement is hereby duly executed by the Customer and Nicor Gas effective as of the date first above written.

CUSTOMER	NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY
Print Name	By: Print Name and Title
Signature	Signature
	(Continued On Sheet No. 86.8)

Filed with the Illinois Commerce Commission on February 27, 2017 Issued pursuant to order of the Illinois Commerce Commission entered February 23, 2017 in Docket No. 15-0218

## Rider 33 Designated Extension Service Area

# (Continued From Sheet No. 86.7) EXHIBIT A AUTHORIZATION FOR GAS UTILITY SERVICE

I have been advised that Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor Gas") has received a request from the applicant identified below (the "Customer") for gas service as the service address identified below (the "Service Address").

I represent to Nicor Gas that I am the owner of record of the Service Address.

I hereby authorized Nicor Gas to provide gas service to the Service Address.

In providing this authorization, I acknowledge the following:

- (i) the Service Address is located in a portion of the Nicor Gas service territory that has been classified as a Designated Extension Service Area under Rider 33 of the Nicor Gas tariff on file with the Illinois Commerce Commission (the "Nicor Gas Tariff");
- (ii) because of that classification, a special utility charge (the "Connection Charge") will apply for gas service provided by Nicor Gas to the Service Address to compensate Nicor Gas for a portion of the costs to extend its gas main to the Designated Extension Service Area;
- (iii) the Customer has exercised an election under Rider 33 of the Nicor Gas Tariff to pay the Connection Charge through monthly installments;
- (iv) under Rider 33 of the Nicor Gas Tariff, the Customer is only obligated to Nicor Gas for the monthly installment payments that accrue during the period that the Customer is the customer of record for gas service at the Service Address; and
- (v) under the terms of Rider 33 of the Nicor Gas Tariff, any unpaid balance of the Connection Charge that remains when a customer of record (including the Customer) ceases to be the customer of record for gas service at the Service Address will become the obligation of subsequent customers of record for gas service at the Service Address. Nicor Gas will disclose the amount of the unpaid balance of the Connection Charge for the Service Address to any person who represents to Nicor Gas that such person may become a subsequent customer of record at the Service Address, and I hereby consent to any such disclosure by Nicor Gas.

	Signature
	Print Name
OWNER OF RECORD:	
SERVICE REPRESS.	
SERVICE ADDRESS:	
COSTONIER STANIE.	
CUSTOMER'S NAME:	

Ill.C.C. No. 16 - Gas 6th Revised Sheet No. 87 (Canceling 5th Revised Sheet No. 87, Effective May 28, 2021)

## Rider 34 Supplier Firm Transportation Service

## Applicable to Rates 4, 5, 6 and 7

### \* Availability.

Prior to May 1, 2023, this rider shall be available for any Customer or Supplier representing group accounts being served under Rates 4, 5, 6 and 7. Such Customer or Supplier shall be referred to hereafter as the Group Manager. Each Group shall be limited to accounts served under Rider 25 – Firm Transportation Service and a maximum of 150 accounts. The Company agrees to work with the Group Manager to accommodate its requests for forming groups of individual member accounts; however, the Company shall retain the right to place individual member accounts into a Group Manager's group based on the most efficient use of the Company's resources.

As of May 1, 2023, service under Rider 34 will no longer be available.

#### Charges shall be the sum of (a) through (e).

The following charges will be billed at the Group Manager level.

(a) <u>Group Charge</u> \$95.00 per month per Group.

#### (b) Excess Storage Charge

10¢ per therm applied to the maximum amount of gas in storage in excess of the Group's Storage Banking Service capacity for the billing period. If such maximum excess amount is less than five percent (5%) of the Group'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.

### (c) Authorized Use Charge

For each therm of Authorized Use, the charge shall be the Commodity Gas Cost (CGC) as defined in Rider 6 – Gas Supply Cost. If in any billing period, there is no group-owned gas available from storage or delivered to the group, the Gas Supply Cost section of the Charges provision of the rate under which the individual Customer is served shall apply.

### (d) <u>Unauthorized Use Charge</u>

Applicable to Rates 6 and 7, for each therm of Unauthorized Use, the charge shall be the sum of \$6.00 plus the Gas Cost (GC) as defined in Rider 6 - Gas Supply Cost.

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

#### (e) Operational Flow Order (OFO) Non-Performance Charge

On any day where the Company has imposed an Operational Flow Order, each therm of over-delivery 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 <u>Gas Daily</u> for each day of Non-Performance. In the event <u>Gas Daily</u> 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. 87.1)

Ill.C.C. No. 16 - Gas
4th Revised Sheet No. 87.1
(Canceling 2nd Revised Sheet No. 87.1, Effective February 8, 2018)

## Rider 34 Supplier Firm Transportation Service

(Continued From Sheet No. 87)

All other charges will be billed to the individual member accounts, including but not limited to, the firm backup service component of the Rider 25 - Gas Supply Cost (0.49 times the individual account's Maximum Daily Contract Quantity (MDCQ) times the Demand Gas Cost (DGC)), Administrative, Monthly Customer, Distribution, Demand and Commodity, Recording Device, Transportation Service Credit and Transportation Service Adjustment.

#### \* Contract.

Prior to service under this rider, the Group Manager must provide adequate assurances of payment to the Company. Such assurances may include prior payment of an amount equivalent to two months of service, including gas costs, under this rider or an irrevocable standby letter of credit drawn on a bank acceptable to the Company.

The contract between the Company and the Group Manager shall provide for: (a) the measurement of Group-owned gas delivered to the Company; (b) the rate or rates of delivery of gas transported for any Group Manager hereunder; and (c) the procedure by which the Group Manager shall nominate daily delivery quantities of Group-owned gas to the Company. The Group Manager shall arrange to have the pipeline transporter and the seller/shipper provide the Company with the daily delivery data for all Group-owned gas delivered to the Company's system.

### Storage.

During any billing period in which Group-owned gas delivered to the Company, as adjusted for unaccounted-for gas, exceeds the Group member's aggregate metered gas deliveries from the Company, the difference between such deliveries shall be the volume of gas injected into storage by the Company and available for the Group's use. The Group Manager may place into storage amounts up to the aggregate of the individual Group members' Storage Banking Service capacity.

During any billing period in which Group-owned gas delivered to the Company, as adjusted for unaccounted-for gas, is less than the Group members' aggregate metered gas deliveries from the Company, the balance of any gas held in storage for the Group's account will be used.

Individual member accounts taking service under this rider shall have their Storage Withdrawal Factor (SWF) computed based on the billing period which either crosses November 1 or includes November 1 as the bill ending date; however, such SWF shall only be applicable should an individual account subsequently subscribe to transportation service under Rates 74, 75, 76 and 77. Groups managed by the same Group Manager shall not be combined for the purpose of determining an individual account's SWF.

#### General.

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

Ill.C.C. No. 16 - Gas

3rd Revised Sheet No. 89
(Canceling 2nd Revised Sheet No. 89, Effective April 25, 2018)

## Rider 36 Variable Income Tax Adjustment

Applicable to All Rates
\* Except Rates 17, 19, 21, and 82

## Section A - Applicability and Purpose

Rider 36, Variable Income Tax Adjustment (VITA), expressed on a cents per therm basis, recovers or refunds changes in tax expense resulting from changes in income tax rates and changes in the amortization of deferred taxes excesses and deficiencies that differ from those used in the Company's last rate case. The Company shall determine separate adjustments for the service classifications (i) Rate 1 – Residential Service, (ii) Rates 4, 5, 74, and 75 (Small Non-Residential), and (iii) Rates 6, 7, 76, and 77 (Large Non-Residential). Rates 17, 19, 21, and 82 are excluded.

The Company annually shall review the need for any adjustments under this rider. Any adjustments, as defined in Section D of this rider, shall be filed with the Commission or postmarked, no later than June 20 of each year (beginning June 20, 2018), and shall be in effect for the twelve-month period commencing the following July 1 (beginning July 1, 2018). The initial VITA shall be calculated for the 2018 Tax Period running from January 25, 2018 through December 31, 2018, and be applicable to service rendered during the twelve monthly billing periods beginning on or after July 1, 2018.

The amount of the VITA shall either be designated as a separate line item on each customer's bill as "Variable Income Tax Adjustment", or similar legend, or summed together with the Company's Rider 3 – Variable Tax Cost Adjustment as a single line item on the customer's bill as "Tax Cost Adjustment", or similar legend. The revenues resulting from this rider shall be recorded with a separate revenue identifier or in a separate revenue sub-account.

## **Section B - Definitions**

Generally, definitions of terms used in this Rider are provided in the Definitions part of Terms and Conditions of the Company's Gas Schedule of Rates. The following definitions are for use specifically in this Rider:

**Base Rate Revenues** – shall mean for purposes of this Rider, base rate revenues as defined in Rider 32 – Qualified Infrastructure Plant ("QIP"), plus Rider 32 revenues.

**Effective Period** – shall mean the twelve (12) month period of July 1 through June 30, during which the VITA charge or credit will be in effect.

**Reconciliation Period** – shall mean the nine (9) month period of October 1 through June 30.

**Tax Period** – The 2018 Tax Period shall be prorated based on the number of calendar days from January 25, 2018 through December 31, 2018. Beginning 2019, the Tax Period shall mean the calendar year period of January 1 through December 31.

(Continued On Sheet No. 89.1)

## Rider 36 Variable Income Tax Adjustment

(Continued From Sheet No. 89)

## Section C - Determination of Income Tax True-Up (ITTU)

The amount of the Income Tax True-Up (ITTU), if any, applicable to each Tax Period may be a positive or negative value. It shall be determined annually using the following formulas:

$$ITTU = (((OpInc + PrIT - INT) \times NetITR) + EDT) \times GRCF$$

$$GRCF = \frac{1}{(1 - (PPTRIT + SIT)) \times (1 - FIT)}$$

Where:

- OpInc = Operating Income from the Company's rate case used in setting base rates, as determined in the Company's most recent rate order, in effect during the Tax Period.
- PrIT = Income Tax Expense included in the calculation of authorized Revenue Requirement and Operating Income from the Company's rate case used in setting base rates, as determined in the Company's most recent rate order, in effect during the current Tax Period.
- INT = Synchronized Interest from the Company's rate case used in setting base rates, as determined in the Company's most recent rate order, in effect during the current Tax Period.
- NetITR = Difference in State and Federal Income Tax rates in the applicable Tax Period from the rates used in the Company's base rates in effect during the Tax Period, where the State Tax rate includes the Illinois Personal Property Tax Replacement Income Tax rate. The 2018 Tax Period shall be prorated based on the number of calendar days from January 25, 2018 through December 31, 2018.
- EDT = Difference in the amortization of deferred tax excess and deficiencies which result from the difference in the income tax provision versus income tax payable in the Tax Period from the amount calculated in the Company's rate case used in setting base rates in effect during the Tax Period adjusted for the rate of return in the Company's rate case used in setting base rates in effect during the Tax Period. An estimate of EDT for the current Tax Period shall be included in the ITTU calculation and reconciled the subsequent year. The 2018 Tax Period shall be prorated based on the number of calendar days from January 25, 2018 through December 31, 2018.
- GRCF = Gross Revenue Conversion Factor.
- PPTRIT = Illinois Personal Property Tax Replacement Income Tax rate in effect at the time of the filing.
- SIT = Illinois State income tax rate in effect at the time of the filing.
- FIT = Federal income tax rate in effect at the time of the filing.

If base rates change during the applicable Tax Period, then the OpInc, PrIT, and INT values and the base rate component of the EDT shall be prorated based on the number of days of service during the applicable Tax Period that each set of base rates were in effect.

(Continued On Sheet No. 89.2)

## Rider 36 Variable Income Tax Adjustment

(Continued From Sheet No. 89.1)

### Section C - Determination of Income Tax True-Up (ITTU) (continued)

In a Tax Period in which new income tax rate or rates become effective, the NetITR shall be prorated based upon the number of days each tax rate was in effect in the Tax Period. If a change in one or more of the income tax rates occurs on different effective dates within the same Tax Period, separate ITTU amounts will be calculated for each. The sum of the ITTUs constitutes the total ITTU to use to calculate the VITA amounts for the applicable Tax Period. For any Tax Period for which NetITR is zero, EDT will be zero. If applicable income tax codes in a Tax Period differ from income tax codes used in the Company's last rate case and result in a material change in the Company's tax liability, the Company will file a revised tariff to make the necessary adjustments to reflect the impact of such income tax code changes.

### Section D - Determination of Adjustment

The Variable Income Tax Adjustment (VITA) for each Tax Period shall be billed over a twelve-month period beginning July 1 of the filing year. A separate per therm adjustment shall be determined for each of the service classifications to which this rider applies, in accordance with the following formula:

 $VITA = ((ITTU \times BR \times 100) / T) + ((RA + O) / T_R)$ 

Where:

VITA = Variable Income Tax Adjustment for each service classification in cents per therm.

ITTU = Income Tax True-Up as described in Section C of this rider.

BR = Forecasted Base Rate revenue for the service classification as a percentage of the total forecasted Base Rate revenue for all applicable service classifications.

T = Forecasted number of therms of gas to be delivered to the service classification by the Company for the Effective Period.

T<sub>R</sub> = Forecasted number of therms of gas to be delivered to the service classification by the Company for the Reconciliation Period.

RA = Reconciliation Adjustment, which shall be determined for each Service Classification by subtracting actual booked VITA revenues from expected VITA revenues. Expected VITA revenues shall be calculated based upon the previous Effective Period's VITA multiplied by the projected number of therms of gas to be delivered (T<sub>R</sub>). The RA shall be effective for the Reconciliation Period. No reconciliation component shall be included in the May through July period.

(Continued On Sheet No. 89.3)

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 89.3
(Canceling 1st Revised Sheet No. 89.3, Effective April 25, 2018)

## Rider 36 Variable Income Tax Adjustment

(Continued From Sheet No. 89.2)

## **Section D - Determination of Adjustment (continued)**

O = Commission ordered adjustment amount for each service classification, resulting from a Commission Order in a reconciliation proceeding, plus the calculated interest attributable to the O component. Interest shall be at the rate established by the Commission for deposits under 83 Illinois Administrative Code Section 280.40(g)(1). Interest on the O component shall be applied from the end of the reconciliation period until the O component is refunded or charged to customers through the VITA.

## **Section E - Information Sheet Filing**

The VITA shall be filed with the Commission or postmarked on an Information Sheet with supporting data no later than June 20 of each year. An Information Sheet with supporting data filed after that date, but prior to the effective date, shall be accepted only if it corrects an error or errors from a timely filed Information Sheet for the same effective date. Any other Information Sheet with supporting data shall be accepted only if submitted as a special permission request to become effective on less than 45 days' notice under the provisions of Section 9-201(a) of the Public Utilities Act.

A new VITA, if any, shall become effective on July 1, with a new RA component becoming effective, if required, on October 1.

## \* Section F - Reconciliation

No later than September 30 of each year following an Effective Period during which a VITA charge or credit was billed, the Company shall file a petition with the Commission seeking initiation of a reconciliation process. The petition shall include a reconciliation that compares (a) the actual total incremental collections or credits under this rider on account of bills rendered during the twelve-month period commencing on July 1 of the prior year with (b) the total ITTU used in the calculations of the VITA. Any adjustment made through the RA component shall be in effect for nine months commencing on the October 1 immediately following submittal of the reconciliation. In conjunction with the reconciliation filing, a new Information Sheet may be filed adjusting the then effective VITAs under this rider for the amount to be reconciled. Supporting documentation and workpapers affecting the information presented in the Company's reconciliation petition shall be provided to the Commission's Accounting Staff at the time of this filing. At the time of filing the reconciliation for this Rider, the Company shall also file direct testimony in support of the filing.

If the Commission finds, after hearing, that any amounts were incorrectly calculated, debited, or credited during the applicable reconciliation year to the extent that the adjustment has not already been reflected through an adjustment to the RA component of the VITA, the Commission may by order require that the rider be adjusted through the O component in the VITA formula in Section D of this rider. Amounts either collected or refunded through the O component shall accrue interest at the rate established by the Commission under 83 Illinois Administrative Code Part 280. Interest on the O component shall be applied from the end of the reconciliation period until the O component is refunded or charged to customers through the VITA.

(Continued On Sheet No. 89.4)

Filed with the Illinois Commerce Commission on May 15, 2020 Issued pursuant to Order of the Illinois Commerce Commission entered April 15, 2020 in Docket No. 19-0939 Items in which there are changes are preceded by an asterisk (\*)

Effective May 22,2020 Issued by – Lewis Binswanger Vice President Post Office Box 190 Aurora, Illinois 60507

## Rider 36 Variable Income Tax Adjustment

(Continued From Sheet No. 89.3)

#### Section G - Internal Audit

The Company shall annually conduct an internal audit of the revenue recovered or refunded pursuant to this rider. The internal audit shall determine if: 1) the actual amount of revenues collected or refunded through Variable Income Tax Adjustments are correctly reflected in the calculations; 2) the revenues are not collected or refunded through other approved tariffs; 3) Variable Income Tax Adjustments are being properly reflected in customer bills; and 4) Variable Income Tax Adjustment revenues are recorded in the appropriate accounts. The above list of determinations does not limit the scope of the audit. The Company shall submit the audit report by electronic mail to the Commission's Manager of the Accounting Department, no later than January 2<sup>nd</sup> following each annual reconciliation filing with the initial internal audit report submitted no later than January 2, 2020. Such report shall be verified by an officer of the Company.

7<sup>th</sup> REVISED INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 89, 89.1, 89.2, 89.3 AND 89.4 OF ILL.C.C. NO. 16, SCHEDULE G

## Rider 36. Variable Income Tax Adjustment

Applicable to All Rates (Except Rates 17, 19, and 21)

Variable Income Tax Adjustment Effective with Service Rendered on or after July 1, 2023

LINE NO.		Residential (1)	Small Non- Residential (2)	Large Non- Residential (3)
1	Basic Charge per Therm	0.00 ¢	0.00 ¢	0.00 ¢
2	Annual Reconciliation Charge	0.00 ¢	0.00 ¢	0.00 ¢
3	Total Charge	0.00 ¢	0.00 ¢	0.00 ¢

*Note*: Since there is no difference between (1) the State or Federal Corporate Income Tax Rates in effect for the calendar year 2023 and (2) the tax rates included in base rates for the corresponding year, the Rider 36 computation results in no basic charge per therm for the effective period of July 1, 2023 through June 30, 2024.

- (1) RESIDENTIAL CUSTOMER (RATE 1)
- (2) SMALL NON-RESIDENTIAL CUSTOMERS (RATES 4, 5, 74 AND 75)
- (3) LARGE NON-RESIDENTIAL CUSTOMERS (RATES 6, 7, 76 AND 77)

Ill.C.C. No. 16 - Gas
3rd Revised Sheet No. 91
(Canceling 2nd Revised Sheet No. 91, Effective June 18, 2020)

## Rider 38 Volume Balancing Adjustment

### Applicable to Rate 1 – Residential Service

## Purpose

The Volume Balancing Adjustment (VBA) stabilizes the recovery of variable distribution revenues through distribution charges due to variances in volumes of gas service used by customers. The Company shall determine an annual VBA rate under this Rider reflecting differences in volumes for the prior period as compared with the customer volumes relied upon to derive variable charge base rates in the Company's most recent rate proceeding. The VBA rate shall represent a charge to customers when customer volumes decline and shall represent a credit to customers when customer volumes increase.

#### **Applicability**

This Rider is applicable to all customers taking service from the Company pursuant to the Rate 1 – Residential Service classification. The amount of the VBA will be separately designated as its own line item on each customer's bill.

#### **Definitions**

As used in this rider, the terms below are defined as follows:

**Annual VBA Accrual Period** shall mean the twelve (12) month period beginning with July 1 and ending with June 30 of each year. The initial recovery period shall begin on the first of the month immediately following the effective date of the Rider and concluding on the following June 30.

\* Annual VBA Rate Period shall mean the nine (9) month period that the VBA rate is charged, beginning with October 1 and ending with June 30 of each year. The initial VBA Rate Period shall begin October 1, 2020 and conclude on June 30, 2021. While the rate period is a nine month period, for purposes of an annual reconciliation, revenues collected will be reported for the twelve month period of September through August.

**Annual Reconciliation Period** shall mean the nine (9) month period beginning with October 1 and ending with June 30 of each year. The initial Annual Reconciliation Period shall commence on October 1, 2021 and end on June 30, 2022.

Calendar Month shall mean the period from the first day of the month through the last day of the month corresponding to the time periods that the Company records customer sales and volumes on its books and records.

(Continued On Sheet No. 91.1)

Ill.C.C. No. 16 - Gas
5th Revised Sheet No. 91.1
(Canceling 3rd Revised Sheet No. 91.1, Effective November 24, 2021)

## Rider 38 Volume Balancing Adjustment

(Continued From Sheet No. 91)

\* Rate Case Variable Revenue shall mean the value derived by multiplying the monthly residential usage used to establish base rates in the Company's most recent base rate proceeding by the base rate variable distribution charge for residential service. The monthly values established in Docket No. 23-0066 are as follows:

January	\$92,979,455	July	\$9,102,438
February	\$83,228,876	August	\$9,093,095
March	\$59,244,988	September	\$10,098,253
April	\$36,522,870	October	\$27,828,421
May	\$19,357,110	November	\$56,362,523
June	\$9,383,014	December	\$74,438,531

#### Section A - Determination of the VBA Rate

At the end of the Annual VBA Accrual Period, the Company shall calculate the variable distribution revenue variance for each Calendar Month in accordance with the following formula:

 $VBAA_m = (RCVR_m - AVR_m)$ 

Where:

 $VBAA_m$  = The VBA Accrual for Calendar Month 'm'.

RCVR<sub>m</sub> = The Rate Case Variable Revenue for Calendar Month 'm'.

AVR<sub>m</sub> = The Actual Variable Revenue for Calendar Month 'm' derived from residential

base rate variable distribution charges as recorded on the Company's books and

records.

The VBA Rate shall be determined by summing the VBA Accrual for all Calendar Months of the Annual VBA Accrual Period and dividing the result by projected residential therms. Beginning with the second Annual VBA Rate Period, the VBA Rate shall also include a reconciliation component. The VBA Rate including the reconciliation component shall be determined according to the following formula:

$$VBA = \underbrace{\frac{Jun}{\sum} VBAA_m}_{Jul} + (RA + O) x (1 + i)$$

Τ

(Continued On Sheet No. 91.2)

Filed with the Illinois Commerce Commission on November 22, 2023 Issued pursuant to order of the Illinois Commerce Commission entered November 16, 2023 in Docket No. 23-0066 Items in which there are changes are preceded by an asterisk (\*)

Effective December 1, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas
2nd Revised Sheet No. 91.2
(Canceling 1st Revised Sheet No. 91.2, Effective October 8, 2019)

## Rider 38 Volume Balancing Adjustment

(Continued From Sheet No. 91.1)

W	he.	re.

 $VBAA_m$  = The VBA Accrual for Calendar Month 'm'.

RA = The Reconciliation Adjustment amount due the Company (+RA) or Customers (-RA) arising from differences between the dollar amount to be collected through the VBA Rate during the Annual VBA Rate Period and the actual VBA Rate Revenues during the period.

O = The Commission Ordered adjustment, if any, in dollars, to be refunded to or collected from residential customers as a result of the Reports and Reconciliation section of this tariff.

= represents the interest rate established by the Commission under 83 Ill. Administrative Code 280.40(g)(1) and in effect when each adjustment under this section is calculated, adjusted for the number of months in the Reconciliation Period..

T = The amount of forecasted residential deliveries in therms for the Annual VBA Rate Period.

The VBA Rate shall be stated in cents per therm rounded to the nearest  $0.01\phi$ ; any fraction of  $0.01\phi$  shall be dropped if less than 0.005; or, if  $0.005\phi$  or more, shall be rounded up to the next full  $0.01\phi$ .

### \*Section B - Information Sheet

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The VBA shall be filed with the Commission on an Information Sheet with supporting data no later than September 20th of each year. An information sheet shall be submitted to the Commission specifying the VBA to be effective during the subsequent Annual VBA Rate Period. The informational submission shall be accompanied by workpapers showing the calculation and determination of that VBA and identifying the data that went into its calculation. An additional information sheet shall be filed no later than June 20th of each year. The additional information sheet is to set the VBA to zero until the subsequent Annual VBA Rate Period. If the Company determines during the Annual VBA Rate Period that it is appropriate to revise the VBA to better match the Rate Case Variable Revenues recovered under this rider with the Actual Variable Revenues as defined in this Rider, the Company may, from time to time, calculate a revised VBA to become effective as of the beginning of any monthly billing period during the Annual VBA Rate Period.

(Continued On Sheet No. 91.3)

Ill.C.C. No. 16 - Gas

2<sup>nd</sup> Revised Sheet No. 91.3

(Canceling 1st Revised Sheet No. 91.3, effective October 8, 2019)

## Rider 38 Volume Balancing Adjustment

(Continued From Sheet No. 91.2)

## \* Section C – Annual Reports and Reconciliation

On or before September 20th of each calendar year (beginning with September 1 following the beginning of the first Annual VBA Rate Period), the Company shall file a petition with the Chief Clerk of the Commission to initiate an annual reconciliation process. The petition shall include a statement of the Reconciliation Adjustment to be applicable for the upcoming Annual VBA Rate Period. Documentation and workpapers supporting the Company's calculation shall be presented with its reconciliation petition and shall be provided to the Commission's Accounting Staff at the time of or before the petition's filing. The Company shall also submit a report which provides the Company's rate of return with and without the effect of Rider VBA. At this same time, the Company shall also include with the reconciliation petition an initiation of an annual reconciliation to determine the accuracy of the statement. If the Commission finds, after hearing, that any amounts were incorrectly calculated or billed during the applicable reconciliation year, the Commission may by order require that the VBA calculated under this rider be prospectively adjusted by the appropriate amount. This amount will be a Commission ordered adjustment, "O".

### Section D - Annual Internal Audit

The Company shall submit annually to the Commission's Director of the Financial Analysis Division, no later than December 31 for the previous VBA Rate Period, an internal audit report. The internal audit shall determine if (1) the actual amount of revenues that exceed or fall short of any approved revenue collected are correctly reflected in the calculations; 2) the actual amount of sales that exceed or fall short of any approved forecasted sales are correctly reflected in the calculations; 3) the revenues are not collected through other approved tariffs; 4) Rider VBA adjustments are being properly billed to customers; 5) Rider VBA revenues are recorded in the appropriate accounts; and 6) internal controls are effectively preventing the double recovery of costs through the VBA and other approved tariffs. The above list of determinations does not limit the scope of the audit. The initial internal audit under this rider shall be submitted no later than December 31, 2021. Such report shall be verified by an officer of the Company.

## 6th REVISED INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 91, 91.1, 91.2 AND 91.3 OF ILL.C.C. NO. 16, SCHEDULE G

## Rider 38. Volume Balancing Adjustment

Applicable to Rate 1 – Residential Service			
Volume Balancing Adjustment Effective with Service October 1, 2023			
LINE <u>NO.</u>	Residential (1)		
1	Volume Balancing Adjustment per Therm	0.68 ¢	
(1) R	RESIDENTIAL CUSTOMER (RATE 1)		

Ill.C.C. No. 16 - Gas

1<sup>st</sup> Revised Sheet No. 92
(Canceling Original Sheet No. 92,
Effective September 1, 2020)

## Rider 39 Special Purpose Charge

## Applicable to All Rates \* Except Rates 17, 19, 21, and 82

### **Purpose**

This Special Purpose Charge (SPC) is used to recover from customers costs incurred as a result of the COVID-19 pandemic. The Company shall adjust the monthly Customer Charge by the amounts specified on the information sheet.

## **Applicability**

This Rider is applicable to all customers taking service from the Company, except to the extent a customer is taking service under Rate 17, 19, or 21. For the purpose of the charge under this Rider, the following three customer classifications shall be applicable:

Residential (Rate 1) Small Non-Residential (Rates 4, 5, 74, 75) Large Non-Residential (Rates 6, 7, 76, 77)

#### **Section A - Definitions**

**COVID-19 Direct Costs** shall mean the reasonable and prudent direct costs resulting from the Emergency Interim Order entered by the Illinois Commerce Commission in Docket No. 20-0309, obligations to accommodate the Governor's Emergency Orders to control the spread of the COVID-19 pandemic, and any other reasonable measures taken by the Company in response to the COVID-19 pandemic, incurred beginning March 1, 2020 and ending on December 31, 2021, including, but not limited to:

- one-time costs, such as information technology changes needed to enact the Large Utility Stipulation adopted by the Commission as Appendix 1 to its June 18, 2020 Order in Docket No. 20-0309, set up for remote work options (e.g., servers, software, computer equipment) and signage; and
- ongoing incremental costs, such as administration costs associated with programs provided for in the
  Large Utility Stipulation adopted by the Commission as Appendix 1 to its June 18, 2020 Order in Docket
  No. 20-0309, communications for remote operations, communications with the public, regulatory
  compliance costs, cleaning supplies and services, PPE, employee benefits and accommodations, contact
  tracing, and medical testing to the extent not paid by or covered by insurance.

**COVID-19 Direct Offsets** shall mean credits, payments, or other benefits received by the Company from a federal, state, or local government as a result of the COVID-19 pandemic prior to December 31, 2021 and directly related to a COVID-19 Direct Cost, including federal, state, or local tax credits or benefits that are directly related to COVID-19 or provided pursuant to enacted COVID-19 relief legislation, and are not a federal, state, or local tax rate change subject to Rider VITA.

(Continued On Sheet No. 93)

Filed with the Illinois Commerce Commission on July 21, 2023

Effective September 4, 2023 Issued by – Rachelle Whitacre Director Post Office Box 190 Aurora, Illinois 60507

Ill.C.C. No. 16 - Gas Original Sheet No. 93

## Rider 39 Special Purpose Charge

(Continued From Sheet No. 92)

## **Section A – Definitions** (continued)

**COVID-19 Foregone Late Fees** shall mean the amount of late payment fees not charged to customers during the period March 18, 2020 to July 26, 2020 and shall not exceed the difference between the actual late payment fees collected by the Company in the calendar or fiscal year including the period beginning March 1, 2020 and ending July 26, 2020 and the authorized annual level of late payment fees included in "other revenues" in the Company's last rate case. The authorized annual level of late payment fees included in "other revenues" in the Company's last rate case, Docket No. 18-1775, is \$12,319,000.

**COVID-19 Foregone Reconnection Charges** shall mean an amount equal to no more than one reconnection fee per customer who was reconnected to utility service without charge from March 1, 2020 to December 26, 2020. The reconnection fee shall be calculated using the applicable reconnection fee available in the Company's tariff for reconnection during regular working hours for the reconnected customer.

**COVID-19 Bill Payment Assistance Program Amount** shall mean the amount of funding for the COVID-19 Bill Payment Assistance Program, as identified in the Company's addenda to the Large Utility Stipulation adopted by the Commission as Appendix 1 to its June 18, 2020 Order in Docket No. 20-0309 for the purpose of providing eligible residential customers with relief from high arrearages incurred as a result of financial hardship caused by the COVID-19 pandemic. The total amount of Bill Payment Assistance Program funding included under this Rider is \$7,500,000.

**Effective Period** shall mean the 24-month period over which costs are collected from customers.

## **Section B - Determination of Special Purpose Charge (SPC)**

- a) The Company shall determine the SPC to be placed into effect for services rendered or estimated to be rendered during the Effective Period. A separate SPC shall be calculated for each customer classification. The SPC components will be allocated to each customer classification based on the following criteria:
  - COVID-19 Direct Costs, net of COVID-19 Direct Offsets allocated based on each customer classification's percentage of forecasted base revenues in accordance with Docket No. 18-1775: Residential 70.57%, Small Non-Residential 26.08%, Large Non-Residential 3.35%.
  - COVID-19 Foregone Late Fees allocated based on the ratio of late pay charges in Docket No. 18-1775: Residential 86.15%, Small Non-Residential 13.45%, Large Non-Residential 0.40%.
  - COVID-19 Foregone Reconnection Charges allocated based on the ratio of late pay charges in Docket No. 18-1775: Residential 86.15%, Small Non-Residential 13.45%, Large Non-Residential 0.40%.
  - COVID-19 Bill Payment Assistance Program Amount allocated solely to residential customers.

(Continued On Sheet No. 94)

Ill.C.C. No. 16 - Gas Original Sheet No. 94

## Rider 39 Special Purpose Charge

(Continued From Sheet No. 93)

### Section B - Determination of Special Purpose Charge (SPC) (continued)

b) The SPC shall be determined as follows:

SPC = (Total COVID-19 Costs by Customer Class / X) / B

Total COVID-19 Costs by Customer Class = ((C \* P) + (L \* N) + (R \* N) + (D \* T)) - Y

Where:

SPC = Monthly Charge in dollars per customer rounded to the nearest 0.01 cent;

The SPC will be reviewed on a quarterly basis.

X = Number of months remaining in the Effective Period

B = Estimated number of monthly customers to whom the charge will apply

C = Estimated COVID-19 Direct Costs incurred by the Company, net of COVID-19 Direct

Offsets

P = Ratio of base revenue for the applicable customer classification to the total Company base

revenues in accordance with Docket No. 18-1775

L = An amount representing COVID-19 Foregone Late Fees

N = Allocation factor based on the ratio of late pay charges in Docket No. 18-1775: Residential

86.15%, Small Non-Residential 13.45%, Large Non-Residential 0.40%.

R = An amount representing COVID-19 Foregone Reconnection Charges

D = An amount representing COVID-19 Bill Payment Assistance Program costs

T = Allocation factor equal to 100% for Residential customer classification; 0% for Small Non-

Residential and Large Non-Residential customer classifications

Y = Amounts previously billed to customers

(Continued On Sheet No. 95)

Ill.C.C. No. 16 - Gas Original Sheet No. 95

## Rider 39 Special Purpose Charge

(Continued From Sheet No. 94)

#### **Section C – Information Sheet**

The Company will file the first information sheet on or before September 20, 2020 to be effective October 1, 2020.

Thereafter, the SPC shall be reviewed on a quarterly basis. If the Company deems a revision to the SPC is necessary during the Effective Period, the Company shall file the revised SPC for each rate class with the Commission on an Information Sheet filed on the 20<sup>th</sup> of the month following the filing of each quarterly report of its COVID-19 Related Costs in Docket No. 20-0309. The information sheet submission shall be accompanied by workpapers showing the calculation of that SPC and these materials shall be made available upon request to the parties to Docket No. 20-0309.

#### Section D - Reconciliation of the Effective Period

After the SPC has been in effect for 24 monthly billing periods, the SPC shall be set to zero until the Commission completes a reconciliation and determines whether reconciliation or prudence and reasonableness adjustments are warranted. On or before December 20, 2022, the Company shall file a petition with supporting testimony and exhibits with the Chief Clerk to initiate the reconciliation process. The petition and filed testimony and exhibits shall include a reconciliation that will compare revenues collected under this Rider during the Effective Period with the anticipated amount of revenues that were to be recovered or refunded under this Rider. Supporting documentation or workpapers in addition to testimony and exhibits affecting the information presented in the Company's reconciliation petition shall be provided to the Commission's Accounting Staff at the time of this filing of the reconciliation and be made available upon request to the parties to Docket No. 20-0309.

If, after hearing, the Commission finds that the Company has not shown all costs to be reasonable and prudently incurred or has made errors in its reconciliation statement for such reconciliation period, the difference determined by the Commission shall be refunded or recovered, as appropriate, in the same manner that the charge was initially collected, along with interest at the interest rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) shall be applied from December 31, 2022 through the date of refund/collection.

#### Section E – Miscellaneous

The charges and revenues under this rider will not be considered Base Rate Revenues as defined in Rider 32 – Qualified Infrastructure Plant.

## 7th INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 92, 93, 94 AND 95 OF ILL.C.C. NO. 16, SCHEDULE G

## Rider 39 – Special Purpose Charge

Applicable to All Rates (Except Rate 21 and Other Negotiated Contracts)

Special Purpose Charge Effective with Service Rendered on or after April 1, 2024

LINE NO.	3	Residential (1)	Small Non- Residential (2)	Large Non- Residential (3)
1	Charge per Customer	\$ 0.00	\$ 0.00	\$ 0.00

- (1) RESIDENTIAL CUSTOMER (RATE 1)
- (2) SMALL NON-RESIDENTIAL CUSTOMERS (RATES 4, 5, 74 AND 75)
- (3) LARGE NON-RESIDENTIAL CUSTOMERS (RATES 6, 7, 76 AND 77)

Ill.C.C. No. 16 - Gas

1st Revised Sheet No. 96

## Rider 40 TotalGreen

## Applicable to Rates 1, 4, 5, 6, and 7

## **Purpose**

The purpose of the TotalGreen program is to offer customers the option to offset the total net carbon emissions of 100% of their natural gas usage. Customers who choose to enroll in this Rider will pay a per-therm premium to purchase a combination of Carbon Offsets and Renewable Natural Gas (RNG) commensurate with their natural gas usage.

## **Availability**

This Rider is available to those customers taking service under Rate 1- Residential Service, Rate 4 – General Service, Rate 5 – Seasonal Use Service, Rate 6 – Large General Service, and Rate 7 – Large Volume Service who are not in arrears on utility payments owed to Nicor Gas. When a customer signs up for this program, they will need to indicate whether they choose Option 1 – a combination of 99%+ Carbon Offsets and <1% RNG or Option 2 – a combination 80-95% Carbon Offsets and 5-20% RNG. Program may be limited based on the number of Carbon Offsets or RNG available for purchase.

Service under this Rider shall be for a period of not less than one (1) month. Once the customer has subscribed to the program, the subscription will automatically renew on a month-to-month basis, unless the customer provides notice of cancellation. Customers may also change their election to choose a different option under this tariff at any time. Any updates to the account, including: enrollment, unenrollment, or changing the service option will be reflected in the next full billing cycle.

The Company reserves the right to terminate any or all contracts and/or this tariff at any time at the Company's discretion. Program pricing will be reviewed on a periodic basis.

The TotalGreen program will be offered as a pilot program for a minimum of five years, beginning on or before July 1, 2022, and ending no later than June 30, 2027.

### **Program Description**

This Rider provides an elective means for customers to offset and reduce the net carbon emissions of their natural gas usage. These reductions are achieved by blending two distinct environmental commodities, Carbon Offsets and Renewable Natural Gas. These two environmental commodities are matched with the customers natural gas usage to achieve 100% carbon reduction of their natural gas use. This is a voluntary program, and by participating in the TotalGreen program, customers will reduce their greenhouse gas emissions associated with natural gas consumption, support RNG development, and help play a key role in creating a cleaner environment. Based on the program selection in accordance with Option 1 or Option 2 as previously described, the Company will match the Carbon Offset and RNG purchases to delivered energy on an annual basis.

(Continued On Sheet No. 97)

## Rider 40 TotalGreen

(Continued From Sheet No. 96)

#### **Section A - Definitions**

**Renewable Natural Gas (RNG)** shall mean Gas that is matched with the environmental attributes produced from a landfill, anaerobic digester, or other renewable source of gas production. Each therm of the environmental attributes associated with the level of RNG selected under this Rider will be matched to 1 therm of natural gas consumed.

Carbon Offsets shall mean certificates created and quantified when one metric ton of greenhouse gas is reduced, captured, avoided, or destroyed that are used to compensate for an equivalent emission that occurs elsewhere. The carbon offset equivalency of one therm of natural gas, TotalGreen uses the EPA's combustion emissions factor of 0.0053 metric tons CO<sub>2</sub>e/therm.

**Program Administration Costs:** shall mean website development and maintenance costs, billing system setup and maintenance, and program management costs. These costs will be amortized over the five-year term of the program.

**Base period** shall mean the twelve-month effective period for the annual charge.

Filing month shall mean the month in which TotalGreen Charges are determined and filed with the Commission.

Reconciliation year shall mean the calendar year for which actual costs and associated revenues are to be reconciled.

#### Section B - Determination of Charge

a) Annually, the Company shall determine the TotalGreen Charge to be placed into effect.

b) The TotalGreen Charge shall be determined in accordance with the following formula:

TotalGreen Charge = 
$$(G + ARB + O) / T \times 100$$

Where: 
$$G = (C * \%_c) + (RNG * \%_{RNG}) + P$$

TotalGreen Charge = Each TotalGreen Charge in cents per therm rounded to the nearest 0.01 cent; any fraction of 0.01 cents shall be dropped if less than 0.005 cents or, if 0.005 cents or more, shall be rounded up to the next full 0.01 cents.

(Continued On Sheet No. 98)

## Rider 40 TotalGreen

(Continued From Sheet No. 97)			
G	= The estimated TotalGreen costs associated with the base period.		
C	= The cost of Carbon Offsets purchased on behalf of customers		
% <sub>C</sub>	= The percentage of the carbon reduction portfolio that consists of Carbon Offsets		
RNG	= The cost of RNG purchased on behalf of customers		
$\%_{ m RNG}$	= The percentage of the carbon reduction portfolio that consists of RNG		
P	= Program Administrative Costs recovered through the rider		
ARB	= Annual Reconciliation Balance from any overcollection or undercollection during the immediately preceding year		
O	= An amount representing the additional over- or under-recovery for a reconciliation year ordered by the Commission to be refunded or collected, including interest charged at the rate established by the Commission under 83 Ill. Adm. Code 280.40(g)(1) from the end of the reconciliation year to the order date in the reconciliation proceeding. If the Commission determines it is necessary to amortize additional over- or under-recovery, additional interest shall be charged in the same manner as that prescribed in Section E (b).		
T	= The estimated applicable therms of gas associated with the service to be rendered during the base period.		

## Section C – Information Sheet

At least annually, the Company will file an information sheet, with the first information sheet being filed on or before May 20, 2022 to be effective July 1, 2022. If the Company determines during the Base Period that it is appropriate to revise the TotalGreen Charge to better match revenues recovered under this rider with the actual expenses incurred, the Company may, from time to time, calculate a revised TotalGreen Charge, to be effective as of the beginning of any monthly billing period during the Base Period

(Continued On Sheet No. 99)

Ill.C.C. No. 16 - Gas 1st Revised Sheet No. 99

## Rider 40 TotalGreen

(Continued From Sheet No. 98)

#### Section D – Reconciliation

On or before September 30 of each calendar year (beginning September 30, 2023), the Company shall file a petition with the Chief Clerk of the Commission to initiate an annual reconciliation process. This petition shall include a reconciliation that compares revenues collected under this Rider during the Effective Period with the amount of revenues that were intended to be recovered or refunded under this Rider. Supporting documentation or workpapers affecting the information presented in the Company's reconciliation petition shall be provided to the Commission's Accounting Staff at the time of the reconciliation filing. Any applicable Annual Reconciliation Balance (ARB) shall be effective for the nine (9) month period beginning October 1. If the ARB results in a charge of 0.01 cents per therm or greater, a new information sheet may be filed adjusting the then effective charges or credits under this rider for the amount to be reconciled.

#### Section E – Annual Internal Audit

The Company shall annually conduct an internal audit of the revenue recovered or refunded pursuant to this rider. The audit shall include at least the following tests: 1) test that costs recovered through Rider TotalGreen are not recovered through other approved tariffs; 2) test customer bills that all Rider TotalGreen factors are being properly billed to customers in the correct time periods; 3) test that Rider TotalGreen revenues are properly stated; The above list of determinations shall not limit the scope of the audit. The Company shall submit the audit report by electronic mail to the Commission's Manager of the Accounting Department, no later than February 1 following each annual reconciliation filing, with the initial internal audit report submitted no later than February 1, 2024. Such report shall be verified by an officer of the Company.

#### Section F – Miscellaneous

If a Commercial or Industrial customer prefers to pay a premium to purchase 100% RNG environmental attributes, this can be done through a special contract agreement with the Company. The term of the contract cannot extend beyond the end of the TotalGreen program, or June 30, 2027. Under this contract, the cost to the customer would be based on current market price for RNG environmental attributes and would be based on an annual schedule for those RNG environmental attributes.

 $2^{nd}$  REVISED INFORMATION SHEET SUPPLEMENTAL TO SHEET NOS. 96, 97, 98, AND 99 OF ILL.C.C. NO. 16, SCHEDULE G

## Rider 40. TotalGreen

Applicable to Customers on Rates 1, 4, 5, 6, and 7 That Apply For Program

TotalGreen Charge Effective with Service Rendered on or after October 1, 2023

LINE NO.		TotalGreen Basic	TotalGreen <u>Premium</u>
1	Base Charge per Therm	7.34 ¢	26.46 ¢
2	Annual Reconciliation Charge	0.00 ¢	0.00 ¢
3	Total Charge	7.34 ¢	26.46 ¢