	INDEX	
		Beginning <u>Sheet No.</u>
	1. Application For and Commencement of Services	4.001
	2. Technical and Operational Requirements	4.001
	A. Standard Service	
	B. Non-Standard Service	
	C. Permits and Inspection Fees	
	D. Requirements of Customer's Load	
	E. Company Obligations	
	F. Customer Obligations	
	G. Protection of Company's Property	
	3 Expansion and Modification Of Gas Distribution System	4.007
	A. Provisions Applicable to Section 3-Expansion and Modification	
	of Gas Distribution System	
	B. System Expansion	
	C. Excess Facilities	
	D. System Relocations and Modifications	
	E. Work For Customer Benefit	
*	4. Metering	4.020
	A. Meters	
	B. Interval Metering	
	C. Daily Usage Information Service	
	D. Meter Replacement	
	E. Advanced Metering	
*	5. Disconnection and Reconnection	4.024
*	6. Technical Requirements For Customer Using Alternate or Backup Fuel	4.025
*	7. Heating Value and Quality of Gas	4.026

Issued by R.J. Mark, President & CEO 6 Executive Drive, Collinsville, IL 62234

1. APPLICATION FOR AND COMMENCEMENT OF SERVICES

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

2. TECHNICAL AND OPERATIONAL REQUIREMENTS

A. Standard Service

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

B. Non-Standard Service

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

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

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

C. Permits and Inspection Fees

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

D. Requirements of Customer's Load

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

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

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

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

E. Company Obligations

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

F. Customer Obligations

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

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

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

- a. suitable recorded plats and valid title restrictions or covenants;
- b. final site or plot plans showing specific locations of all existing or proposed buildings, water mains, sewer tiles, paved areas, and any other obstacles that are or will be below grade. The final site or plot shall also include the final lot numbering system and final apartment numbers, if applicable.
- 11. The Company will not begin installation of gas facilities until agreements between the Company and the affected subdivider, developer, or property owner(s) setting forth the obligations and liabilities of the parties have been obtained. The agreements shall include the Company's estimates of all payments, reimbursements, and deposits, if any, to be made by the subdivider, developer, or property owner(s). Arrangements satisfactory to the Company with regard to payments, reimbursements, and deposits, if any, shall be made prior to the commencement of the installation of such gas facilities. The arrangements can include, but are not limited to, payment of estimates in advance of the installation, minimum monthly contributions, and credit or collateral agreements.
- 12. Before the Company begins to install gas facilities, the subdivider, developer or property owner(s) will be required to:
 - a. remove obstructions from the Company's construction route and from the area to be used for installation of gas Services and to provide access to the area for the Company's equipment;
 - b. establish the final grade of the route upon which the Company's gas supply facilities will be located and stake or otherwise identify property boundaries, as required, prior to commencement of construction by Company;
 - c. provide visible lot pins or stakes in all lot corners adjacent to the easement areas at such intervals as may be designated by the Company;
 - d. notify the Company sufficiently in advance of construction to permit proper coordination of construction with other utilities involved.

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

G. Protection of Company's Property

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

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

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

3. EXPANSION AND MODIFICATION OF GAS DISTRIBUTION SYSTEM

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

1. Definitions

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

* Customer Extension Group or CEG

Customer Extension Group or CEG means a group of Customers and/or Applicants, as applicable, that elects to approach the Company as a group for purposes of requesting a Distribution System Extension.

Development

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

Distribution System

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

* Extension

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

Fuel Line

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

Main Extension

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

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Multi Tenant

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

* Non-Refundable Contribution

Non-Refundable Contribution means an amount paid prior to construction by a Customer, Applicant, or CEG to Company that is not subject to refund. When a Non-Refundable Contribution is greater than \$250,000, a non CEG Customer and/or Applicant may elect to pay such contribution on a monthly basis for a period of up to 60 months. Monthly payment amount shall be calculated by the Company for the full term of the repayment period using an interest rate equal to the Company's weighted cost of capital most recently approved to set distribution delivery rates. Customer shall enter into a Non-Refundable Contribution agreement in advance of construction. At the Company's sole discretion, additional assurances may be required from the Customer, in the form of letters of credit, surety bonds or other payment arrangements agreed to by the Company.

Non-Residential Service

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

Refundable Deposit

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

Residential Service

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

Service Extension

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

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Standard Cost Equivalent

Standard Cost Equivalent is the free main extension allowance which is the installed cost equivalent of 400 feet of 2 inch polyethylene pipe with normal trenching and backfill.

Subdivision

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

Temporary Service

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

2. Abnormal Construction Conditions and Unusual Expenditures

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

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

3. Taxes on Contributions in Aid of Construction

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

4. Revenue Test and Guarantee Agreements

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

5. Refundable Deposits

A Customer, Applicant, or CEG requesting a system expansion may be required as detailed below to pay for the expansion through a Refundable Deposit. A Customer, Applicant, or CEG shall always have the option to make a Refundable Deposit in the form of cash. The Company, in its sole discretion, may make available to the Customer, Applicant, or CEG other Refundable Deposit options including irrevocable letters of credit, surety bonds or other payment and refund arrangements agreed to by the Company. Refundable Deposits are subject to refund without interest for a specific time period as new Customers attach to the Main Extension for which the Customers, Applicants, or CEGs Refundable Deposit is retained. The Customer, Applicant, or CEG will be responsible for notifying Company when a refund is due and refunds will be made annually on or about the anniversary date the Refundable Deposit was made to the Company. Refunds will be made for a period of ten (10) years when the Refundable Deposit is made in the form of cash or for a period of seven (7) years when the Refundable Deposit is secured by any other non-cash payment arrangements. The seven (7) year term for other payment arrangements shall also apply to all pre-existing agreements still in effect as of February 25, 2010. Refunds will be made only to the original contributor, unless assigned in a form acceptable to Company by such original contributor, and shall in total not exceed the amount of the original Refundable Deposit.

6. Grandfathering Provisions

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

B. System Expansion

1. Distribution System Extensions

a) Overview

If an Extension of the Company's Distribution System is necessary in order to serve a Customer, the Company shall make the Extension in accordance with the provisions in this Section. The Customer must agree to the provisions of this Section before the Extension is made. An Extension may be necessary to service more than one Customer or Applicant. In such event the Company will aggregate the Standard Cost Equivalent allowances associated with the CEG and the CEG will share responsibility pertaining to Refundable Deposits and Non-Refundable Contributions, as applicable.

* The Company shall provide Extensions of the Distribution System as described in this Section in lieu of 83 Ill. Adm. Code 501.

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

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

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

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

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

* As described at 83 Ill. Adm. Code 501, if circumstances indicate the additional revenues generated as a result of the Extension would be so meager as to make it unlikely to pay a fair compensation to the Company for its investment, operation, maintenance and replacement of the Extension, or, for other substantial reasons the Extension is unwarranted, the Company may petition the Illinois Commerce Commission for an investigation and determination of the reasonableness of the Extension.

The calculation indicating the installed cost equivalent of the free main allowance, referred to as the Standard Cost Equivalent, shall be provided to the ICC Manager of Rates and the Chief Engineer by December 15th each year, which will be effective for the following calendar year.

- b) Single Customer Extensions
 - i. Residential
 - Main Extension

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

- * If a Customer is entitled to a free Main Extension and the estimated cost exceeds the Standard Cost Equivalent, Customer will pay, in advance of construction, a Refundable Deposit to Company equal to the difference between the estimated cost and the Standard Cost Equivalent. If a Customer is not entitled to a free Main Extension, Customer will pay, in advance of construction, a Refundable Deposit to Company for the estimated cost of the Main Extension. Customer may also be offered a discounted charge in return for agreeing to pay the difference through a Non-Refundable Contribution.
- * If a CEG is entitled to free Main Extensions and the aggregate Standard Cost Equivalent allowances associated with the CEG exceeds the total estimated Main Extension construction costs, the CEG will not be required to pay a Refundable Deposit to Company. If the aggregate Standard Cost Equivalent allowances associated with the CEG is less than the total estimated Main Extension construction costs, the CEG will be required to pay a Refundable Deposit to Company in advance of construction. The CEG may also be offered a discounted charge in return for agreeing to pay the difference through a Non-Refundable Contribution.
- * If a CEG is not entitled to a free Main Extension, the CEG will pay a Refundable Deposit to Company in advance of construction for the estimated cost of the Main Extension. The CEG may also be offered a discounted charge in return for agreeing to pay the difference through a Non-Refundable Contribution.
- Service Extension
- * A Residential Customer requiring a Service Extension will be provided up to 60 feet of service pipe with a maximum diameter of 1 inch at no charge to the Customer. If the Service Extension required is longer than the free footage allowance or the required pipe is larger than 1 inch, Customer shall pay Company for the difference through a Non-Refundable Contribution.

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

- ii. Non-Residential
 - Main Extension
 - * A Non-Residential Customer requiring a Main Extension will be provided an allowance up to the Standard Cost Equivalent at no charge to the Customer where the primary source of heat is gas or where the gas utilization equipment is sufficient to justify a main extension. Customer has the same payment options as a Residential Customer for the cost exceeding the Standard Cost Equivalent, including the cost of any regulator stations which may be required. If a Customer is not entitled to a free Main Extension, Customer will pay, in advance of construction, a Refundable Deposit to Company for the estimated cost of the Main Extension, including any regulator stations which may be required.
 - * If a CEG is entitled to free Main Extensions and the aggregate Standard Cost Equivalent allowances associated with the CEG exceeds the total estimated Main Extension construction costs, the CEG will not be required to pay a Refundable Deposit to Company. If the aggregate Standard Cost Equivalent allowances associated with the CEG is less than the total estimated Main Extension construction costs, the CEG will be required to pay a Refundable Deposit to Company in advance of construction. The CEG may also be offered a discounted charge in return for agreeing to pay the difference through a Non-Refundable Contribution.
 - * If a CEG is not entitled to a free Main Extension, the CEG will pay a Refundable Deposit to Company for the estimated cost of the Main Extension in advance of construction. The CEG may also be offered a discounted charge in return for agreeing to pay the difference through a Non-Refundable Contribution.

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

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

c) Multi Tenant Extensions

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

- d) Proposed New Residential Subdivisions and Non-Residential Developments *
 - * i. Proposed New Residential Subdivision
 - The Applicant requesting a Main Extension of Company's Distribution System for gas services in a proposed residential Subdivision will enter into a contract with Company where by the contract includes the Main Extension for that portion located outside the boundaries of the Subdivision and the Main Extension for that portion located within the boundaries of the Subdivision, including the cost of any new regulator stations which may be required.

- Applicant will make a Non-Refundable Contribution for that amount, if any, by which the total cost of the Main Extension under contract exceeds the Standard Cost Equivalent times the number of lots the Company anticipates serving. One additional Standard Cost Equivalent will be credited against the Non-Refundable Contribution if a portion of the above Main Extension is outside the subdivision and is along a public right-of-way. Applicant will make a Refundable Deposit equal to the total cost of the Main Extension under contract less the Non-Refundable Contribution.
- Applicant will be refunded one Standard Cost Equivalent each time a Residential Customer utilizing gas space heat or an equivalent usage takes permanent year round service on any portion of the Main Extension located within the boundaries of the Subdivision under contract. A maximum of one (1) refund per lot shall be allowed. Applicant will be responsible for notifying Company when a refund is due and refunds will be made annually on or about the anniversary date the Refundable Deposit was made to the Company. Dependent on the type of payment the Applicant makes, refunds will be made for a period of ten (10) years when the Refundable Deposit is made in cash or for a period of seven (7) years when the Refundable Deposit is made by other payment arrangements. The seven (7) year term for other payment arrangements shall also apply to all pre-existing agreements still in effect as of February 25, 2010. Refunds will be made to the original Applicant, unless assigned in a form acceptable to Company by such original Applicant, and shall in total not exceed the amount of the original Refundable Deposit.
- ii. Proposed New Non-Residential Developments *
 - The Applicant requesting a Main Extension of Company's Distribution System for gas services in a proposed new Non-Residential Development may either elect the per lot deposit provisions as outlined in the Proposed New Residential Subdivision section above or a revenue test.
- iii. Proposed New Non-Residential Lots in a Residential Subdivision
 - For proposed new Residential Subdivisions which include occasional Non-Residential Development, the Applicant may either elect the per lot deposit provisions as outlined in the Proposed New Residential Subdivision section above or a combination of a revenue test for the Non-Residential portion and a per lot deposit for the Residential portion.

2. System Capacity Expansion

* A Non-Residential Customer that requests or causes an upgrade of Company's existing facilities may be required, at the Company's sole discretion, to provide additional assurances in the form of cash, irrevocable letters of credit, surety bonds, or other payment agreements to allow Company to recover the cost of such upgrades. The Customer will be allowed to use a revenue test to justify these costs. When required, such assurances shall last for a minimum of five (5) years. Such upgrades shall include, but not be limited to mains and regulator stations.

3. Non-Residential Load Additions and Pressure Upgrades

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

C. Excess Facilities

Excess facilities parameters are located in the Rider EFC – Excess Facilities Charge tariff.

D. System Relocations and Modifications

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

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

* Notwithstanding the above, Rate GDS-1 and GDS-2 Customers installing intermittent gas use equipment, including but not limited to a pool heater or backup generator, shall undergo an inspection to determine if existing metering is capable of safely and reliably serving the Customer's peak demand. If alternate metering is required, Customer shall be required to pay an Incremental Gas Meter Charge as indicated in the Miscellaneous Fees and Charges tariff.

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

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

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

E. Work for Customer Benefit

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

2. Service Calls:

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

3. Temporary Delivery Services:

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

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

4. METERING

A. Meters

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

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

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

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

* B. Interval Metering

Interval meters are meters which provide measurement of gas consumption such that usage information is available for discrete increments (e.g., hourly, daily) throughout the metering period. The Company will install an interval meter at each location where Customer receives gas delivery service under Rate GDS-4, GDS-5, GDS-6, or GDS-7. Whenever interval metering is installed, the Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes.

* C. Daily Usage Information Service

The Company will provide Daily Usage Information Service as follows:

Customers receiving gas Delivery Service under Rate GDS-4, GDS-6, or GDS-7:

* In order to facilitate remote interrogation of interval metering by the Company and provide daily usage information to Customer, the Company will install a remote monitoring device at each interval meter location where Customer receives gas delivery service under Rate GDS-4, GDS-6, or GDS-7.

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

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

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

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

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

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

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

- \$1944.00, for each meter where installation of a pulse accumulator is required.
- \$ 812.25, for each meter where installation of only a modem is required.

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

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

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

D. Meter Replacement

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

E. Advanced Metering

Advanced Metering is considered the standard meter service in areas converted to AMR or AMI metering.

* Non-Advanced Metering is not permitted for Non-Residential Customers receiving service under Rate GDS-3, GDS-4, GDS-5, GDS-6, or GDS-7, once Advanced Metering becomes the standard meter service for areas converted to AMR or AMI metering.

The Company reserves the right to limit or terminate a Customer's ability to refuse AMI Metering should the volume of AMI Metering refusal instances reasonably threaten or compromise the reliability of the Company's system or safety concerns arise. Should this situation occur, Ameren Illinois commits to submit notice to the ICC and provide notice to Customers on Rider NSM of the Company's reliability or safety concerns prior to denying Customers the ability to take non-standard metering.

5. DISCONNECTION AND RECONNECTION

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

6. TECHNICAL REQUIREMENTS FOR CUSTOMER USING ALTERNATE OR BACKUP FUEL

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

- a. All Customer installations shall adhere to any applicable requirements of the current edition of National Fuel Gas Code (NFPA 54) or any other industry or code requirements for the alternative fuel.
- * b. Customer will bear all costs to protect the Company's delivery system from the backflow of alternate and backup fuels under the Excess Facilities provisions located in Rider EFC – Excess Facilities Charge.
 - c. Customer shall indemnify the Company, its officers, agents, and employees against all loss, damage, expense and liability to any Persons, including Customer, for injury to or death of Persons or injury to property, including but not limited to consequential damages, interest, punitive damages, Customer's fees and court costs, proximately caused by the indemnifying party's construction, ownership, interconnection, operation, or maintenance of, or by failure of, any of such party's works or facilities used in connection with this tariff. Customer shall, on the Company's request defend any suit asserting a claim covered by this indemnity.

- d. Customer agrees to make any necessary changes or adjustments to the additional facilities being operated in common to eliminate any backflow into Company's distribution system.
- e. Customers using Alternative and backup fuel facilities may be disconnected by the Company from its system whenever, in the sole opinion of the Company, such action is required by an emergency, for reasons of safety or due to other operational concerns.

7. HEATING VALUE AND QUALITY OF GAS

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

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

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

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