

**North Shore Gas Company**

**TERMS AND CONDITIONS OF SERVICE**

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\* **Application for Service**

Each potential customer must apply for service using one of the available application methods offered by the Company. Such application shall contain the information necessary to determine the type of service required by the potential customer and the conditions under which the Company shall render service. The application process is more fully described on the Company's website.

The applicant for service must provide the Company the following: proper identification (as described below), an indication if applicant is a small business customer, service address, mailing address (if different than the service address), preferred method of contact from the Company, telephone number (if available); e-mail (optional) and contact information for a property owner/manager if premises is a rental (optional). The applicant shall provide two forms of identification. One form of identification (ID) must be a government-issued photo ID, a foreign-government passport, or consular identification documents (as defined under 5 ILCS 230). In addition, the applicant shall provide one of the following forms of identification: (a) a second government-issued photo ID, (b) a social security number, (c) a driver's licenses number, (d) birth certificate, (e) immigration/naturalization documents, (f) student identification, (g) banking information, (h) employment records, (i) government benefits/compensation records, or (j) tax ID number. If the applicant is a non-residential person, the applicant shall provide, as applicable, either its articles of incorporation or similar document, or business license.

For an applicant to successfully enroll, all information must be accurate and verifiable. Further, if the applicant has any past due debts owing to the Company, the applicant shall pay the past due debt in full or enter into a payment plan for a deposit amount. Alternatively, at the Company's sole discretion, the applicant may be allowed to enter into a deferred payment arrangement to retire the past due debt. If applicable, subject to the eligibility requirements of 83 Illinois Administrative Code 280, the applicant may make a down payment and agreement to retire the debt.

After the Company receives all required application information, the Company shall notify the applicant of approval or rejection of the application within two business days.

The customer shall select the service classification or rider under which it wishes to receive service. If the Company determines in its sole discretion that the customer meets the eligibility requirements of the selected service classification or rider, the Company shall render service under the same. The Company shall assist the customer in making such selection, but does not guarantee that the customer shall receive service under, and shall not be responsible to notify the customer of, the most favorable service classification or rider at all times. The Company reserves the right to change the service classification or rider under which a customer receives service if the Company determines, in its sole discretion, that the customer is not eligible for service under its existing service classification or rider.

The customer shall notify the Company of any material changes in the customer's gas requirements or in premises characteristics that affect eligibility for a service classification or rider. After the Company receives such notification, the Company shall assist the customer in determining if a change in service classification or rider is best suited to or required for the customer's changed gas requirements or premises characteristics.

Except as specifically required or provided in a service classification or rider, no customer who receives service under a particular service classification or rider hereof for a particular use or uses at the customer's premises, shall receive service for the same from the Company except under said service classification or rider.

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**Application for Service – continued**

Unless required by material changes in the customer's gas requirements or premises characteristics, as established or determined by the Company, not more than one change of service classification or rider shall be allowed within any twelve-month period. For purposes of this Application for Service section, "service classification" includes the heating customer and non-heating customer designations in Service Classification No. 1 of this rate schedule.

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**Right to Refuse or Discontinue Service**

The Company shall have the right to refuse to initiate gas service to an applicant or to discontinue service to a customer and remove Company property from the premises in accordance with the terms of 83 Illinois Administrative Code Part 280. This right includes, but is not limited to, the circumstance when the applicant or customer does not allow the Company to install its meter out-of-doors, including removing an indoor meter and installing a meter out-of-doors, provided that the proposed installation meets the requirements of 83 Illinois Administrative Code Part 501 for an out-of-doors meter.

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**Deposits**

The Company shall bill applicants for gas service and customers under any service classification or rider for deposits in accordance with 83 Illinois Administrative Code Part 280. A deposit may be assessed to a residential applicant for gas service if: (1) the applicant was previously disconnected for non-payment of bill amounts to the Company for the same class of service, (2) the Company has proof that the applicant has previously benefited from tampering with the Company's services and facilities or (3) except in the case of low income applicants, the applicant failed to pay a final bill owing to the Company for the same class of service. For low income applicants, a deposit may be assessed for failure to pay a final bill if that final bill was greater than 20% of the average annual billing for residential customers of the same class of service for the previous calendar year. Except in the case of a qualified low income customer, as defined in 83 Illinois Administrative Code Part 280, the Company shall also use a credit scoring system as one of the methods to determine whether it shall bill a deposit to a residential service applicant. A deposit shall be billed if the applicant's credit score is below the predetermined minimum.

A deposit may be assessed to a non-residential service applicant if the: (1) applicant was previously disconnected for non-payment of bill amounts to the Company for the same class of service, (2) applicant failed to pay final bill owing to the Company for the same class of service, (3) applicant has history of late payments or no credit history with the Company, or (4) Company has proof that applicant has previously benefited from tampering with the Company's services and facilities.

**Service Activation Charge**

The Company shall assess a service activation charge whenever a Company employee activates service at a customer's premises. The service activation charge shall be \$20.00 when only a meter reading is taken. The service activation charge shall be \$50.00 when gas has to be turned on and a maximum of four gas appliances are relit. Each additional gas appliance being relit shall be done at a charge of \$12.00 per appliance.

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**Service Reconnection Charges**

When the Company has discontinued service to any customer as provided in this rate schedule or pursuant to any applicable regulations as to natural gas service, before restoration, the Company shall collect a reconnection charge. The reconnection charge shall be \$75.00 except that (1) where service has

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**Service Reconnection Charges – continued**

been discontinued by removing the meter, the reconnection charge shall be \$180.00, and (2) where service has been discontinued by excavating either to cut the service pipe or shut off the service at the main, the reconnection charge shall be \$500.00. Each customer shall receive an automatic waiver for the first reconnection charge of \$75.00 in any calendar year where service has been reconnected at the meter.

For any customer whose service is discontinued at the customer's request, reinstatement of service within twelve months shall be provided at a charge of \$75.00, plus the Customer Charges applicable during the period of service discontinuance.

For any customer whose service has been discontinued because of the customer's failure to allow the Company or its authorized agents to have access to the customer's premises for the purpose of inspection of metering equipment, service pipe and all other equipment relating to the Company's service, the reconnection charge shall be \$75.00, except where service has been discontinued by excavating either to cut the service pipe or shut off the service at the main, in which case the reconnection charge shall be \$500.00.

Included in any reconnection charge is the relighting of a maximum of four gas appliances per account. Any additional gas appliances to be relit shall be done at a charge of \$12.00 per appliance. This provision and charges shall apply regardless of any automatic reconnection charge waiver.

**Second Pulse Data Capability**

A customer that has an installed and operational meter, meter corrector, or daily demand measurement device capable of providing a second pulse for further data collection capability may choose to have the Company enable this capability on such meter or device for a monthly charge of \$9.45; provided that, any customer who, prior to February 14, 2008, had such capability installed and paid for the device shall not be subject to such monthly charge. Installation of such capability shall be pursuant to a written contract specifying the customer name, account(s) and term.

The initial term of the contract shall end on the first April 30 following the effective date thereof, and the contract shall automatically renew for one-year periods upon expiration of the initial term and each one-year extension. The Company or the customer shall have the right to terminate service under the contract at the end of the initial term or any subsequent contract year on 30 days written notice; provided, however, that in the event of early termination, all amounts due the Company for the unexpired portion of the remaining contract term shall forthwith be paid.

**Controlled Attachment on the Rendering of Gas Service**

All requests for firm gas service for inputs over 500 cubic feet per hour for central space heating, any type of commercial or industrial space heating or industrial processing or power generation must be made in writing. Rider 10 of this rate schedule governs the Company's obligation to render gas service for such requests.

**\*\* Company Installations**

Whenever the Company is required by municipal authorities to pay for permits for work necessary to serve any customer, the Company may require the customer to pay the amount of the permit fees at the time of application for gas service.

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**Operational Integrity and Delivery Restrictions**

In order to maintain the safe, efficient, and cost effective operation of its system, the Company, on any Gas Day, may, but shall not be obligated to, specify the quantity of gas that it shall accept at one or more of its citygate stations or specify the total quantity of gas that an entity may deliver to its system, and such specification may be stated in any reasonable manner, including as a specific percentage or other cap on increases from prior Gas Day's deliveries. Each entity delivering gas to the Company's system is responsible for adhering to such specifications. The Company shall not invoke this Operational Integrity and Delivery Restrictions provision for economic reasons, and shall provide a two-hour minimum notice of such specifications prior to any applicable nomination deadlines. This Operational Integrity and Delivery Restrictions provision shall be applied to all entities in a non-discriminatory manner. If an entity delivering gas requests to deliver gas in excess of a delivery restriction, the Company shall use reasonable efforts to adjust, on a non-discriminatory basis, the applicable restriction to allow the entity to deliver sufficient gas to meet the expected usage of customers served by the delivering entity and taking into account usage (deliveries to and from) those customers' gas bank accounts. Nothing in this paragraph shall prevent the Company from unilaterally taking actions, in addition to or in lieu of specifying delivery requirements at citygate stations, as may be necessary to maintain system pressure and preserve the integrity of its system.

**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 firm 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 firm customers, whenever in its judgment such supply shall be inadequate to provide gas service to all of those customers in addition to other customer classes.

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 Company can conveniently and readily use the gas not delivered to reduce any gas supply deficiency 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.

**Suspension or Termination of Contract in Case of Fire or Other Casualty**

In the event of a fire or other casualty occurring in a customer's premises, rendering them wholly unsuitable for its business purposes, any contract between the Company and the customer for service under any service classification or rider shall, at the option of the customer, be either terminated or suspended until such time as the premises shall have been reconstructed and reoccupied by the customer for its business purposes.

**Continuous Service**

The Company will endeavor to furnish a regular supply of gas to the customer, unless otherwise specified in the service classification or rider. 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.

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\* **Measurement of Gas Delivered by the Company**

The gas delivered to a customer under each service classification and rider shall be measured by a meter or meters to be installed by, and at a location suitable to, the Company, provided by the customer upon its premises. The Company may use remote meter reading devices, which include any device that reads the meter and any device that corrects for pressure, temperature or supercompressibility; readings transmitted by such remote devices shall be considered actual meter readings within the meaning of the Public Utilities Act and 83 Illinois Administrative Code Part 280. Where the Company has installed a remote meter reading device, the volume of gas delivered to the customer may be determined on the basis of readings taken. The registration of the meter shall control in any case that discrepancies exist or the device malfunctions.

All bills for gas service, except as hereinafter provided in the paragraph entitled Unmetered Gas Lamp Consumption, shall be based upon such measurement, except that, in any case where the Company is unable to take the regular reading of the meter and in alternate months for certain customers served under Service Classification No. 1 or 2, the Company shall issue an estimated bill based upon the use of service at the premises in previous billing periods and reflecting the effect of weather measured in degree days using the following formula:

$$\begin{aligned} \text{CMEE} &= \frac{(\text{E1UC} + \text{E12UC})}{2} \\ \text{E1UC} &= \text{NDBP} \times \text{AUD}^{\text{E1}} \times (\text{ADDC}^{\text{C}} / \text{ADDC}^{\text{E1}}) \\ \text{E12UC} &= \text{NDBP} \times \text{AUD}^{\text{E12}} \times (\text{ADDC}^{\text{C}} / \text{ADDC}^{\text{E12}}) \\ \text{Degree Day Coefficient} &= (\text{Heating Degree Days} \times 0.75) + 5 \end{aligned}$$

The Degree Day Coefficient terms are not used in the formulas if gas at the premise is not used for heating.

Where:

- CMEE = Current Month Estimated Energy, in CCF, equal to the estimated volume of natural gas delivered to the customer during the monthly billing period during which the Company did not obtain a measurement.
- E1UC = Usage Component during the E1 Base Period.
- E12UC = Usage Component during the E12 Base Period.
- NDBP = Number of days in the billing period.
- E1 = The E1 Base Period is the one month prior to the current month. An alternative Base Period may be established to avoid periods based on estimated readings, periods containing extreme weather or periods containing unusual consumption.
- E12 = The E12 Base Period is the month twelve months prior to the current month. An alternative Base Period may be established to avoid periods based on estimated readings, periods containing extreme weather or periods containing unusual consumption.
- C = Current month of the estimation period.
- AUD = Average Usage per Day during the applicable Base Period.
- ADDC = Average Degree Day Coefficient during either the current billing period or a Base Period.

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**Measurement of Gas Delivered by the Company – continued**

If either the E1 Usage Component or the E12 Usage Component cannot be effectively derived, the Current Month Estimated Energy = the remaining Usage Component. In the event that both of the derived Base Period Usage Components cannot be effectively derived or are inconsistent with expected values, the Company shall determine, in its reasonable judgment, alternate values based on premise or region average. The Company retains the right to change the Current Month Estimated Energy at any time based on evidence of changed usage.

**Unmetered Gas Lamp Consumption**

For any customer having an unmetered continuous street or outdoor lighting device, the monthly consumption, for billing purposes, shall be the following:

<u>Hourly Lamp Rating in Cubic Feet</u>		<u>Therms Per Lamp</u>
<u>From</u>	<u>But Not over</u>	
0	1.99	13.06
2.00	2.99	17.54
3.00		24.48

The consumption shall be billed at the otherwise applicable service classification.

**Gas Not to Be Submetered for Sale or Resale**

No gas purchased or delivered under this rate schedule shall, for the purpose of sale or resale, be submetered or remeasured by the customer. This prohibition, however, shall not apply to gas purchased or delivered for use as vehicular fuel.

**Correction for Pressure, Temperature and/or Supercompressibility**

In any case where the Company measures the gas delivered to said customer under a pressure greater than that exerted by a column of water 12 inches in height, the volume of gas registered by the gas measurement meter shall be corrected for billing purposes by a device or by the application of a proper pressure correction factor. The Company reserves the right to correct the volume of gas registered by such meter to a base temperature of 60° Fahrenheit and for supercompressibility.

**Heating Value of Gas**

The term "therm" means a quantity of heat at least equivalent to one hundred thousand British thermal units.

The gas to be supplied under each service classification and rider shall have a minimum average total heating value of one thousand British thermal units per cubic foot.

Except for Unmetered Gas Lamp Consumption, the therms for which the customer is billed shall be determined in accordance with Rider 8 of this rate schedule. Unless otherwise provided in this rate schedule, all quantities shall be therms.

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**Unaccounted For Gas Adjustment (Factor U)**

The unaccounted for adjustment shall be the amount of gas unaccounted for, for the most recent 12 months ended June, as a percentage of total gas available for deliveries, expressed as a decimal.

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**Billing**

The term "bill" means a statement of amount due for gas service that is computed on the basis of two consecutive readings of a meter or meters, or the equivalent thereof for an estimated bill.

The terms "month" and "monthly" mean the period between any two regular consecutive readings of meters that are made at approximately 30-day intervals.

The term "bimonthly" means the period between any two regular consecutive readings of meters that are made at approximately 60-day intervals.

The summation of the consumptions registered by two or more meters in a given period shall not be permitted for the purpose of applying the rates under this rate schedule in the determination of a customer's bill except with respect to (1) customers for whom consumptions had been combined under a given service classification prior to May 1, 1958, and (2) two or more meters installed in lieu of a single meter of larger capacity as a matter of convenience to the Company.

The Company shall take meter readings, as nearly as practicable, every second billing period. The Company shall take meter readings, except if intervening circumstances prevent that actual reading, every billing period for all service classifications if the meter is equipped with a remote meter reading device.

The Company shall issue bills for service, as nearly as practicable, every month, unless otherwise agreed by the Company and the customer. If bimonthly billing occurs, the Customer Charge shall be doubled in the computation of that bill. The Company may base bills falling between bimonthly meter readings on estimated readings.

If it is established that bimonthly billing or bimonthly meter reading with monthly billing has in any instance resulted in a customer paying for a bimonthly period an amount in excess of the total of the amounts the customer would have paid under monthly billing with monthly meter reading, the customer may, by written request made within three months after the due date of such bimonthly or monthly bill, have such excess credited on the next bill thereafter issued.

When the Company obtains a meter reading for a Service Classification No. 1 or 2 gas sales customer following a series of two or more consecutive estimated bills, the Company shall estimate the quantity of gas taken during the billing period ending with the meter reading. If the difference between the meter reading and the preceding estimated reading exceeds such estimate by at least the greater of ten percent or 2,000 cubic feet, the Company shall reallocate usage among the periods covered by the estimated bills; cancel each previously consecutive estimated bill in the series; reissue a bill or bills for the period based on the reallocated usage and associated rates and charges; and issue a bill based on the meter reading difference. The Company shall estimate usage and perform the reallocation using the meter reading and the customer's usage in previous billing periods and reflect the effect of weather measured in degree days.

**Bills to Customers**

Bills to customers shall contain the information required by 83 Illinois Administrative Code Parts 280 and 501. A sample Service Classification No. 1 bill is set forth on Sheet Nos. 27 and 28.

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**Net Payment Period**

The customer shall make payment of any bill issued to it within the net payment period. The net payment period shall be 21 days for residential service and 14 days for non-residential service. For a customer who purchases residential service and who qualifies under the provision Preferred Payment Date contained in 83 Illinois Administrative Code Part 280, the net payment period shall be 31 days; subject to annual confirmation by the customer of this qualification. If the Company receives payment no more than two days after the due date, the payment is considered within the net payment period.

“Residential service” means gas service rendered for a single family house, a residential building containing not more than two dwelling units or any individually metered dwelling unit; all other gas service rendered is “non-residential”. “Net payment period” means the period immediately following the postmark date of any bill through and including the due date for each as shown thereon; provided, however, (a) when the due date of any bill falls on Saturday, Sunday or a legal holiday, such net payment period shall be extended to include the first following business day, and (b) when a customer shall make on or before the due date a good faith objection to any bill issued to it, the net payment period shall be extended to include 14 days after dispute resolution. All bills scheduled for mailing shall be mailed on the date of issuance or the next business day; all bills scheduled for manual delivery shall be either delivered or mailed no later than one day after the date of issuance.

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**Late Payment Charge**

The Company shall assess a late payment charge, other than to a qualified low income customer, equal to one and one-half percent of the amount of any bill issued for service under any service classification or rider, excluding tax charges under Rider 1 of this rate schedule, if such bill is not paid within the net payment period as defined in these Terms and Conditions of Service.

The late payment charge shall not be applicable to installments under Rider 3 of this rate schedule.

**Net Payment Period and Late Payment Charges for Governmental Bodies**

Notwithstanding anything to the contrary in this rate schedule, the net payment period, and the application of late payment charges, applicable to bills for gas service rendered to units of the federal, state or local government shall be controlled by the Federal Prompt Payment Act, the State Prompt Payment Act, and the Local Government Prompt Payment Act, whichever is applicable.

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**Charge for Dishonored Checks and/or Incomplete Electronic Withdrawal**

A charge of \$25.00 shall be assessed a customer who remits any negotiable instrument that is not honored and subsequently returned by a bank, savings institution or other financial institution for any reason except error of the institution.

A charge of \$25.00 shall be assessed any customer participating in the Company's Automatic Payment Plan when the electronic withdrawal from the designated account is not completed by the participating bank, savings institution or other financial institution for any reason except error of the institution.

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**Charge for Dishonored Checks and/or Incomplete Electronic Withdrawal – continued**

Any customer who, within a twelve-month period, remits two checks that are dishonored or has two incomplete electronic withdrawals, or has a combination of two dishonored checks or incomplete electronic withdrawals, for any reason except error of the financial institution shall be required to make all future payments by United States currency, money order, or certified check for the following twelve months.

**Charge for Payment by Wire Transfer**

The Company shall permit a customer to pay any amounts due and owing by wire transfer to the account designated by the Company. A customer making payment by wire transfer shall be liable for the charge assessed the Company by the financial institution effectuating the wire transfer.

**Access to Premises**

Properly authorized Company agents shall, at all reasonable times, have free access to the customer's premises for the purpose of initiating, maintaining, interrupting or discontinuing service; reading meters; inspecting metering equipment, service pipe and all other equipment relating to the Company's service; and installing, repairing or removing the Company's meters or other property and equipment.

**Company's Property and Protection Thereof**

Unless otherwise provided by contract between the Company and the customer, all pipe to the outlet side of the Company's meters, meters and other appliances and equipment furnished by and at the expense of the Company, including such equipment for which a customer paid in whole or in part under Rider 4 or Rider 5 of this rate schedule, that may at any time be upon the customer's premises shall be and remain Company property, and no one other than a Company agent is authorized to remove or disturb such property.

The Company will charge a person for damages to the Company's property, including, without limitation, pipes, meters and regulators, an amount that allows the Company to recover the actual costs determined by the time, material and overhead associated with making any and all repairs, including replacement in whole or in part, and with responding to related service interruptions, including relighting appliances. In determining labor costs, the time of all personnel, including supervisory personnel, shall be included.

**Equipment Furnished and Maintained by Customer**

Except as otherwise provided in this paragraph, the customer shall be responsible for installing, operating and maintaining all customer gas equipment, including appliances, piping at and downstream of the outlet side of the meter, and venting equipment, at all times in conformity with accepted practice as determined by rules of public health and safety, law, local ordinance or rules of any properly constituted authorities. For residential customers only, if the meter is more than three feet from the structure, the Company shall be responsible for compliance with applicable 49 CFR Part 192 requirements, but the customer shall remain responsible for all repairs to customer gas equipment, including piping. All such equipment, even if installed by the Company, shall remain the property of the customer.

The Company shall assume no obligation or responsibility for any claims, loss, liability or damage whatsoever resulting from or in connection with the construction, use, maintenance or operation of any such customer equipment installed or used for or in connection with the purchase of gas and service hereunder. The Company may use bill inserts to provide general notice to customers of safety matters, including, without limitation, safety matters related to the use of uncoated brass flexible connectors. The customer is

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**Equipment Furnished and Maintained by Customer – continued**

responsible for addressing such matters related to customer equipment, including inspecting the customer's premises for, identifying and remedying any such matters. The Company shall have no responsibility to inspect for, identify or remedy any such matters and shall have no liability or responsibility for any claims, loss, injury or damages whatsoever resulting from or in connection with matters described in such bill inserts. The envelope with such bill inserts need not be marked in any way, and sending such bill inserts shall constitute the use of reasonable care to provide notice.

**Interfering Equipment**

Whenever any of the customer's utilization equipment, such as compressors, furnaces, boilers or gas turbines, has characteristics that may interfere with proper metering or service to any other customer or that may adversely affect the Company's transmission or distribution system operation, the Company or the customer shall provide suitable preventative facilities and system improvement at the customer's expense and/or the Company shall purchase incremental services to accommodate the customer's service. The customer shall pay for these improvements either in one payment or in monthly installments. In addition, the customer shall pay, monthly, for any incremental services purchased by the Company necessary to provide service to that customer. The customer may agree to reduced service levels to minimize such charges. Any contract 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.

**Agents Can Not Modify Rate Schedule or Contracts**

No agent of the Company shall have the power to amend, modify, alter or waive any of the conditions of this rate schedule or any contract entered into between the Company and a customer under any of the service classifications or riders of this rate schedule, or to bind the Company by making any promise or representation contrary to or inconsistent with the provisions of this rate schedule or any such contract.

**Providing Customer Information That Does Not Require Customer Consent**

The Company shall provide, by written contract, certain customer information to non-utility gas suppliers. The Company shall provide the customer information in an electronic format and may provide such information using its electronic bulletin board system or other means. The Company shall provide to CFY Suppliers, without charge and no more than once every six months, customer lists that include Service Classification No. 1 customer names and service and billing addresses. The Company shall provide, without charge, certain account level information (including therms billed, billing dates and whether the information is based on estimated or actual meter readings) that does not identify customers by name, address or other customer-specific identification ("tier 1 data"). The Company shall not require customer consent to provide the information described in this paragraph.

**\*\* Providing Customer Information That Requires Customer Consent**

The Company shall provide, by written contract, certain customer information to non-utility gas suppliers. The Company shall provide customer information in an electronic format and may provide such information using its electronic bulletin board system or other means. The Company shall require explicit customer consent ("customer consent") to provide the information described in this section. The "contract year" shall

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**Providing Customer Information That Requires Customer Consent** – continued

be April 1 through March 31, and the initial term of the contract shall end on the first March 31 following the effective date; the contract shall automatically renew for one-year periods upon expiration of the initial term and each one-year extension unless cancelled, effective on the next March 31, on thirty (30) days prior written notice.

The Company shall provide specific customer information, such as service (service classification and rider), usage and billing information, by name address and account and meter numbers for specific customers (“tier 2 data”), payment arrearages, and payment history (together with tier 2 data, “customer information”), only to suppliers having customer consent to receive such customer information. The supplier shall indemnify and hold the Company harmless from any customer damage claim if the supplier does not have the requisite authority, or if the customer revokes the requisite authority, to receive the customer information. The Company shall not be responsible or liable to the customer or the supplier if there is a dispute between the supplier and the customer about the scope or effectiveness of the customer’s consent.

Customer consent must be stated in unambiguous and everyday language and unequivocal with respect to the customer information sought. The customer’s written signature is not required if other satisfactory indicia of customer consent are present. Independent third party verification may be used as evidence of customer consent, but it is not required. Customer consent may be evidenced in different ways, and the supplier need not use the same method for all customers. Any supplier wishing to obtain customer information from the Company must, by written contract with the Company, warrant and represent that it has the necessary customer consent and agree to produce proof of customer consent upon the Company’s request, including for audit purposes or to resolve a dispute.

The charge per contract year for customer information shall be based on the incremental costs of providing such information and such charge shall be determined by dividing \$4,400 by the number of customers who have contracted for such service by April 1 of the contract year. For a supplier who contracts for such service during a contract year, such contract shall be effective on the first day of the month following execution and the annual charge shall be determined by dividing \$4,400 by the number of customers who have executed a contract during the contract year and prorated by the number of months remaining in the contract year. Any amounts recovered from customers who execute a contract during the contract year shall be refunded in equal amounts to suppliers under previously effective contracts, such that the total amount charged in a contract year does not exceed \$4,400.

**Use of Gas as Compressed Natural Gas**

A customer purchasing gas for compression and use as compressed natural gas to propel a vehicle on the public highways shall give the Company prior written notice of intent to purchase gas for that purpose. All gas delivered for such use shall be metered separately by the Company. In the event that any customer’s equipment relating to compression of gas may or does interfere with service to any other customer or with metering, the Company or the customer shall, at the customer’s expense, provide suitable facilities to preclude such interference.

**\*\* Definition of Gas Day**

The term “Gas Day” shall mean the period beginning at 9:00 a.m. Central Time, and ending at 9:00 a.m. Central Time on the following day. When required by the context in which it is used the word “day” shall mean Gas Day. “Central Time” shall mean the prevailing time in the Central time zone.

**Date Issued:** MARCH 7, 2017

**Date Effective:** APRIL 21, 2017

**Asterisk (\*) indicates change.**

**Asterisk (\*\*) indicates moved from prior page.**

**North Shore Gas Company**

**TERMS AND CONDITIONS OF SERVICE**

Page 12 of 16

\*

**Definition of Person**

The term "person" shall have the meaning set forth in Article III of the Public Utilities Act (220 ILCS 5/1-101, et seq.).

**Definition of Applicant**

The term "applicant" shall mean a person seeking to establish a new residential or non-residential utility service with the Company under its application process and who is not a customer. Applicant agrees to provide payment for utility service that will be rendered to applicant once it becomes a customer.

**Definition of Customer**

The term "customer" shall mean a person receiving service after a successful application and/or a person transferring service from one location to another.

**Definition of Low Income Customer**

The term "low income customer" shall have the meaning set forth in 83 Illinois Administrative Code Part 280.

**Definition of Critical Day**

The term "Critical Day" shall mean a day which the Company may declare prior to the day whenever any of the following five conditions occurs or is anticipated to occur:

- (1) When the Company experiences failure of transmission, distribution or gas storage facilities;
- (2) When transmission system pressures or other unusual conditions jeopardize the safe operation of the Company's system;
- (3) When the Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability;
- (4) When any of the Company's storage or transportation service providers or suppliers call the equivalent of a Critical Day; and
- (5) 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 its system.

**Critical Supply Shortage Day** shall mean a Critical Day when the Company anticipates requirements in excess of supply.

**Critical Supply Surplus Day** shall mean a Critical Day when the Company anticipates supply in excess of requirements.

Notice of a Critical Day will be posted on the Company's electronic bulletin board or in a manner and format determined by the Company and available to all customers and suppliers no less than two hours prior to the Company's nomination deadline for Riders AGG, FST and SST deliveries. The Company will designate each Critical Day as a Critical Supply Surplus Day or a Critical Supply Shortage Day.

\*

**Revert to Landlord/Property Manager Agreements**

A landlord/property manager may agree in writing to a prearrangement to place the service for a premises, on a going forward basis, into the name of the landlord/property manager and continue service to the premises when a tenant leaves the premises, as required by 83 Illinois Administrative Code Part 280. A sample prearrangement form is set forth on Sheet Nos. 28.1 and 28.2.

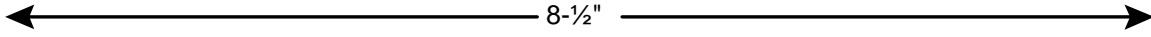
**Date Issued:** MARCH 7, 2017  
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**North Shore Gas Company**

**TERMS AND CONDITIONS OF SERVICE**

\*



		Customer Service 866-556-6004 Gas Emergencies 866-556-6005 En Español 866-556-6003 TDD Line 866-556-6007	
www.northshoregasdelivery.com			
<b>Bill Date</b>	<b>Account Number</b>	<b>Payment Due Date</b>	<b>Amount Due</b>
04/09/2017	088888888-00001	05/02/2017	\$90.51

Customer Name: JOHN Q. CUSTOMER  
 Service Address: 123 MAIN ST, WAUKEGAN IL 60085-2320

<b>Activity Since Last Bill</b>		
Previous Balance 03/12/17		\$232.70
Payment Received 04/03/17		-\$232.70
Balance		\$0.00
Total Current Charges		\$90.51
Total Current Balance		\$90.51

**Rate 1 - Small Residential Service - Heating**

Meter Number N9999999	Actual Reading 04/09/2017	1321
	Actual Reading 03/12/2017	-1223
	Gas Used (CCF)	98

Therm Conversion 98 x 1.039 BTU Factor = 101.8 Therms

<b>Delivery Charge</b>		
Customer Charge		\$25.31
Distribution Charge	101.8 Therms at \$0.11138	\$11.34
Storage Service Charge	101.8 Therms at \$0.01064	\$1.08
<b>Gas Charge</b>		
Natural Gas Savings Program	101.8 Therms at \$0.01050	\$1.07
Environmental Charge	101.8 Therms at \$0.00320	\$0.33
Franchise Cost Adjustment		\$0.45
UEA - Gas Cost Adjustment	0.67% of \$44.82	\$0.30
Volume Balancing Adjustment	101.8 Therms at -\$0.01010	-\$1.03
<b>Tax</b>		
State Tax	0.10 % of \$83.67	\$0.08
State Gas Revenue Tax	101.8 Therms at \$0.024	\$2.44
Municipal Utility Tax	5.15% of \$83.67	\$4.31
<b>Total Gas Service Charges</b>		<b>\$90.51</b>
<b>Total Current Charges</b>		<b>\$90.51</b>

**Account Summary**  
 Billing Period: 03/13/2017 to 04/09/2017

	<b>APR 2017</b>	<b>APR 2016</b>
Billing Days	28	28
Avg Daily Temp	34°F	27°F
Therms Used	101.8	112.23
Avg Therms/Day	3.64	4.01

**Therms Used By Month**

**Monthly Charges**

The Gas Charge is the cost of the gas itself, which is passed directly on to you. The gas charge for April is 42.68 cents per therm and for March was 44.65 cents per therm.

ACCOUNT NUMBER: 088888888-00001 Page 1 of 1

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**North Shore Gas** Account Number: 088888888-00001

Please return this stub with your payment.

<b>Amount Due By</b>	<b>05/02/2017</b>	<b>\$90.51</b>
----------------------	-------------------	----------------

A 1.5% late fee will be charged on any unpaid balance.

Please write your account number on your check.

Amount Enclosed

I want to pledge \$1 per month to the Share the Warmth program, which helps pay energy expenses for those in need. I have added \$1 to my payment.

0022345678900020000 9000000034

North Shore Gas  
 PO Box 2968  
 Milwaukee, WI 53201-2968

\*

11"

Date Issued: MARCH 7, 2017  
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Date Effective: APRIL 21, 2017

Issued by Theodore Eidukas, Vice President – Regulatory Affairs  
 200 East Randolph Street, Chicago, Illinois 60601

North Shore Gas Company

TERMS AND CONDITIONS OF SERVICE

8-1/2"

Definition of Terms

Service Classification

Rate 1, Small Residential Service – Available to any residential customer who receives service through a single meter for one or two dwelling units.

Rate 2, General Service – Available to residential, commercial and industrial customers who consume an average of 41,000 therms per month or less.

Usage

Types of Meter Readings:

Actual – Reading taken by the company.

Customer – Reading taken by the customer.

Estimate – Reading estimated by the company based on weather and previous usage patterns.

Pressure Correction Factor – A factor used to compute the quantity of gas when it is delivered at higher than normal pressure.

BTU Factor (British Thermal Unit) – A factor used to convert measured gas volumes into the heating value of the gas.

Therms – For billing purposes, the volume of gas used multiplied by the BTU Factor.

Charges

Delivery Charge – Consists of the customer charge, volumetric distribution charges and a storage charge. These charges pay for the costs of delivering gas to customers.

Customer Charge – A monthly charge that pays for some of the fixed costs for providing service to customers. This charge includes State of Illinois charges that fund energy assistance and renewable energy grants and adjustment(s) allowed by Illinois Public Act 96-0033.

Gas Charge – A charge that pays for the cost of gas supplies purchased for customers.

Natural Gas Savings Program – A charge that pays for the costs related to energy efficiency and on-bill financing programs as allowed by Illinois Public Act 96-0033.

Environmental Charge – A charge that pays for the cleanup from past manufactured gas operations.

Franchise Cost Adjustment – A charge for municipal franchise agreements.

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

Governmental Agency Compensation Adjustment – An adjustment for governmental fees and added costs, excluding franchise costs.

Storage Services Charge – A charge that is assessed to sales customers that pays for the costs related to providing base rate storage services.

Storage Banking Charge – A charge that is assessed to transportation customers that pays for the costs related to providing base rate storage services.

UEA-Gas Cost Adjustment – A charge for sales customers that pays for gas supply related uncollectible accounts expense.

Storage Gas Charge – A charge that is assessed to transportation customers to pay for gas cost related storage expenses.

Taxes

Municipal Tax – Imposed by some municipalities on current charges before taxes.

Municipal Gas Use Tax – Imposed by some municipalities on a per therm basis on gas that is purchased from an alternative supplier and is not subject to the Municipal Tax.

State Tax (Illinois Gross Revenue Tax) – Mandated by the State of Illinois to fund the Illinois Commerce Commission.

State Gas Revenue Tax – Mandated by the State of Illinois, either 5% of current charges before taxes or 2.4 cents per therm, whichever is lower.

State Gas Use Tax – Imposed by the State of Illinois on a per therm basis on gas that is purchased from an alternative supplier and is not subject to the State Gas Revenue Tax.

Other Charges

Service Activation Charge – For initiating gas service.

Reconnection Charge – For reconnecting gas service when it has been discontinued.

Energy Efficiency Loan – For third party loan payments related to the on-bill financing program as allowed by Illinois Public Act 96-0033.

Late Payment Charge – For payments not received by the Payment Due Date. 1.5% of the unpaid balance is applied to the next bill.

Payment Options and Plans

Credit Card and Electronic Check Payments – Call 1-866-295-0066. A transaction fee will apply.

e-Bill Paperless Billing & Payment – Receive and pay your bill online. Enroll at northshoregasdelivery.com.

Budget Billing – Spreads your total annual bill more-or-less evenly over the year. Your monthly bill will adjust occasionally, depending on your usage and gas prices.

Automatic Payment – Deducts payments from a checking or savings account.

Financial Assistance

Share the Warmth – Provides matching heating assistance grants to eligible customers. Call the Community Action Partnership of Lake County at 1-847-249-4330.

Low Income Home Energy Assistance Program (LIHEAP) – Provides heating assistance grants to eligible customers. Call the Community Action Partnership of Lake County at 1-847-249-4330.

Safety Warnings

Visit northshoregasdelivery.com for more safety information.

Flex Connectors – Replace uncoated brass flexible connectors with newer stainless steel or plastic coated brass connectors to prevent possible fire, explosion and death.

Carbon Monoxide (CO) – Install a CO detector and change the batteries two times per year.

Call Before You Dig – Striking underground natural gas lines can cause gas leaks, fires and explosions. Call JULIE at 811 or 1-800-892-0123 48 hours before you dig to have lines marked.

Illinois Commerce Commission

As a natural gas utility, North Shore Gas is regulated by the Illinois Commerce Commission (ICC). You can learn more about the ICC, and view their rules, at www.icc.illinois.gov. If you have a question or complaint, please contact North Shore Gas first. If your issue remains unresolved, you then may contact the ICC's Consumer Services Division at 800-524-0795.

Definición de términos

Clasificación de los servicios

Tarifa 1, Servicio para pequeñas residencias – Disponible para clientes residenciales que reciben el servicio a través de un único medidor para una o dos unidades de vivienda.

Tarifa 2, Servicio general – Disponible para clientes residenciales, comerciales e industriales que consumen un promedio de 41,000 termas por mes o menos.

Uso

Tipos de lecturas de los medidores –

Real – Lectura que registra la compañía.

Cliente – Lectura que registra el cliente.

Estimada – Lectura estimada que realiza la compañía conforme al clima y a patrones de uso previos.

Factor de corrección de presión – Factor que se utiliza para calcular la cantidad de gas cuando se proporciona a una presión superior a la normal.

Factor de BTU (unidad térmica británica) – Factor que se utiliza para convertir volúmenes de gas medidos en el valor térmico del gas.

Termias – A los propósitos de facturación, el volumen de gas consumido multiplicado por el factor BTU.

Cargos

Cargo de suministro – Está compuesto por el cargo al cliente, los cargos de distribución volumétrica y el cargo de almacenamiento. Estos cargos cubren los costos del suministro de gas a los clientes.

Cargo al cliente – Un cargo mensual fijo que paga algunos de los costos fijos por brindar servicio al cliente. Este cargo incluye cargos del estado de Illinois que financian la asistencia de energía y los subsidios y ajustes de energía renovable permitidos por la Ley Pública de Illinois 96-0033.

Cargo del gas – Un cargo que se utiliza para pagar el costo de los suministros de gas adquiridos para los clientes.

Programa de ahorro de gas natural – Un cargo que paga los costos relacionados con la eficiencia energética y los programas de financiamiento en la factura según lo permite la Ley Pública de Illinois 96-0033.

Cargo medioambiental – Un cargo que se utiliza para pagar la limpieza de operaciones anteriores de gas fabricado.

Ajuste por costo de franquicia – Un cargo por los acuerdos de franquicia municipales.

Ajuste por volumen – Un cargo o crédito que establece el ingreso obteniendo a través del cargo de distribución.

Ajuste por compensación de organismos gubernamentales – Un ajuste por comisiones gubernamentales y costos agregados, excluidos los costos de franquicia.

Cargo de servicio por almacenamiento – Cargo asignado a los clientes de ventas que se paga por los costos relacionados con la provisión de servicios de almacenamiento de tarifa básica.

Cargo bancario por almacenamiento – Cargo asignado a los clientes de transporte que se paga por los costos relacionados con la provisión de servicios de almacenamiento de tarifa básica.

Ajuste por gasto incoerable-UEA – Cargo para los clientes de ventas que se paga por el suministro de gas relacionado con gastos de cuerdas incoerables.

Cargo por almacenamiento de gas – Un cargo calculado y asignado a los clientes de transporte para pagar los costos relacionados con el almacenamiento del gas.

Impuestos

Impuesto municipal – Algunas municipalidades lo imponen sobre los cargos actuales antes de impuestos.

Impuesto municipal por uso de gas – Algunas municipalidades lo imponen según las termias sobre el gas adquirido de un proveedor alternativo y no está sujeto al impuesto municipal.

Impuesto estatal (impuesto bruto estatal de Illinois) – Impuesto obligatorio que exige el estado de Illinois para financiar la Comisión de Comercio de Illinois.

Impuesto estatal al gas – Impuesto obligatorio que exige el estado de Illinois, que puede ser el 5 % de los cargos actuales antes de impuestos o 2.4 centavos por terma, lo que sea inferior.

Impuesto estatal por uso de gas – El estado de Illinois lo impone según las termias sobre el gas adquirido de un proveedor alternativo y no está sujeto al impuesto estatal al gas.

Otros cargos

Cargo por activación del servicio – Cargo por inicio del servicio.

Cargo por reconexión – Cargo que se cobra para reconectar el servicio de gas cuando se ha interrumpido el suministro.

Préstamo para el uso eficiente de la energía – Para los pagos de préstamos de terceros relacionados con el programa de financiamiento en la factura según lo permite la Ley Pública de Illinois 96-0033.

Cargo por pago retrasado – Para pagos que no se reciben antes de la fecha de vencimiento del pago. El 1.5 % del saldo adeudado se aplica a la próxima factura.

Opciones y planes de pago

Pagos con tarjeta de crédito y cheques electrónicos – Llame al 1-866-295-0066. Se aplicará un cargo por transacción.

Facturación y pago electrónicos sin facturas impresas – La factura se recibe y se paga en línea. Inscribirse en northshoregasdelivery.com.

Facturación presupuestada – Distribuye su facturación total anual de una manera más o menos uniforme durante el año. Su factura mensual se ajustará de manera ocasional, según el uso y los precios del gas.

Pago automático – Los pagos se deducen de una cuenta de cheques o de ahorro.

Asistencia financiera

Comparta el calor (Share the Warmth) – Ofrece subsidios de asistencia para calefacción para clientes elegibles. Llame a la Sociedad de Acción Comunitaria (Community Action Partnership) del condado Lake al 1-847-249-4330.

Programa de Asistencia de Energía para Hogares con Bajos Ingresos (Low Income Home Energy Assistance Program, LIHEAP) – Ofrece subsidios de asistencia para la calefacción para clientes elegibles. Llame a la Sociedad de Acción Comunitaria (Community Action Partnership) del condado Lake al 1-847-249-4330.

Advertencias de seguridad

Visite northshoregasdelivery.com para obtener más información sobre seguridad.

Conectores flexibles – Reemplace los conectores flexibles de bronce sin protección por nuevos conectores de acero inoxidable o de bronce con revestimiento de plástico, afin de evitar posibles incendios, explosiones e incluso la muerte.

Monóxido de carbono (CO) – Instale un detector de CO y cambie las baterías dos veces al año.

Llame antes de excavar – Golpear líneas de gas natural subterráneas puede ocasionar fugas de gas, incendios y explosiones. Llame a JULIE al 811, o bien al 1-800-892-0123, 48 horas antes de excavar para que marquen las líneas.

Comisión de Comercio de Illinois

Debido a que es una empresa de servicio de gas natural, North Shore Gas está regulada por la Comisión de Comercio de Illinois (ICC). Puede obtener más información sobre la ICC y ver sus normas en www.icc.illinois.gov. Si tiene alguna pregunta o queja, comuníquese primero con North Shore Gas. Si sus problemas siguen sin solucionarse, puede comunicarse con la División de Servicios al Consumidor de la ICC al 800-524-0795.

Date Issued: MARCH 7, 2017  
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Date Effective: APRIL 21, 2017

**North Shore Gas Company**

**TERMS AND CONDITIONS OF SERVICE**

**NORTH SHORE GAS<sup>®</sup>**  
NATURAL GAS DELIVERY

### Enroll In Landlord Reversion

**1**  
Contact Information

**Landlord Information**

\* = Required Fields

Landlord Name:\*

Landlord Mailing Address:\*

City:\*

State:\*

Zip Code:\*  -  -

Phone:\*

Email Address:\*

Soc.. Sec. #/Tax ID #:

**Additional Options**

Reversion Options:\*  Revert All Services To Owner (provides online access to manage your properties)  
 Revert All Services To Owner in Winter / Disconnect All Services In Summer  
 Disconnect All Services

Notification Options:\*  Do Not Contact  
 Call  
 Send Letter

Number of Properties:

**Property Location #1**

Address Line 1:\*   
(example: APT 206, Floor Location)

Line 2:\*   
(example: ANYTOWN IL 60000)

Line 3:\*

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**North Shore Gas Company**

**TERMS AND CONDITIONS OF SERVICE**

**NORTH SHORE GAS®**  
NATURAL GAS DELIVERY

### Enroll In Landlord Reversion


**1** **2**  
[Contact Information](#) [Verify & Submit](#)

Please verify that all the information below is correct. If necessary, go back and make changes.

Landlord Name: Mr. Landlord  
Landlord Mailing Address: 200 N. Main St.  
Waukegan, IL 60085  
Phone: (847) 222-2222  
Email Address: mlandlord@yahoo.com  
Soc.. Sec. #/Tax ID #: \*\*\*888  
Reversion Option: Revert All Services To Owner (provides online access to manage your properties)  
Notification Option: Do Not Contact  
Property 1 Address Line 1: 500 N. Main St.  
Line 2: Apt 4D, 4th floor  
Line 3: Waukegan, IL 60085

[Back](#) [Submit](#) [Cancel](#)

**1** **2** **3**  
[Contact Information](#) [Verify & Submit](#) [Confirmation](#)

 Thank you for enrolling in the Landlord Reversion Program. You will receive confirmation of your enrollment within the next 10 days. If you have additional questions, please [contact us](#).

**What would you like to do next?**

- [Enroll another account.](#)
- [Return to Landlords & Property Managers.](#)
- [Go back to the North Shore Gas Home Page.](#)

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**Issued by Theodore Eidukas, Vice President – Regulatory Affairs**  
**200 East Randolph Street, Chicago, Illinois 60601**