

Aaron Miller Regional Manager, Community Affairs

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VILLAGE OF LONG GROVE

February 8, 2022

Bill Jacob Mayor Village of Long Grove 3110 Old McHenry Rd. Long Grove, IL 60047

Dear Mayor Jacob:

Per the terms of our franchise letter of agreement, Nicor Gas has reviewed 2020 decennial census data and has updated your franchise letter accordingly based on data that was provided by the Illinois Secretary of State. Enclosed, please find a revised letter of agreement for your municipality based on the 2020 census results. **No action is required by you at this time**.

As you may know, between each decennial census, if your municipality conducts a special census resulting in an increase in population, Nicor Gas will increase the franchise allotment for your municipality after you submit:

- A written letter of request
- A copy of the official Illinois Secretary of State notification of census change
- If the special census was only for select areas in your municipality (was a partial census), then a copy of the Illinois Department of Transportation letter showing the total new population for your municipality is also required

Please don't hesitate to contact me if you have any questions. I can be reached at 630 918-1663.

Sincerely,

Aaron Miller

Regional Manager, Community Affairs

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**Enclosures** 



1844 Ferry Road Naperville, Illinois 60563 530 983 8878 tol

January 28, 2022

President and Board of Trustees Village of Long Grove Long Grove, Illinois

## President and Trustees:

The undersigned, Northern Illinois Gas Company (d/b/a Nicor Gas Company) (the "Company"), for and in consideration of the adoption by the authorities of the Village of Long Grove, Illinois (the "Municipality"), of an ordinance granting it the right to construct, operate and maintain a gas distribution system in the Municipality for a term of 50 years from May 11, 1960, hereby agrees for itself, its successors and assigns, that so long as said ordinance shall remain in full force and effect, it will, each year in January throughout the remainder of the life of said ordinance, pay the Municipality the Annual Payment. The Annual Payment will be calculated by the Company for each year by (i) multiplying the sum of (A) the average per therm gas cost for the preceding three calendar years, based on the Company's prudently incurred purchased gas cost and (B) the per therm rate for general gas service under the Company's rate structure in effect as of the last day of the preceding year times (ii) 25,098 therms (the "Therm Allocation").

The Therm Allocation is based upon a population of 8,366 in the Municipality. The Therm Allocation will be adjusted by the Company based on each decennial census count. Between decennial census counts, the Therm Allocation may be increased on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Company. Therm Allocation adjustments will be effective for the next Annual Payment on the basis of 3 therms per person up to 10,000 of population; 2 therms per person for the next 10,000 of population; 1 therm per person for the next 80,000 of population; 1.2 therms per person for the next 20,000 of population; and 1.5 therms per person for the population over 120,000.

In the event the Company's policy in regard to the practice of making the Annual Payment is changed at any time in the future, or in the event that the Company in the future provides any other gas utility service benefit as a matter of general policy to all municipalities in said service area, it will inform the Municipality of the change and upon acceptance by the Municipality will grant the Municipality the benefits of such change or benefits under the same conditions applicable to other municipalities.

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The Company, for itself, its successors and assigns, reserves the option, however, to reduce the Annual Payment by the amount of any fees which the Municipality may charge the Company for street or parkway openings or inspections of any kind during the preceding calendar year.

This agreement shall supersede, replace and be in lieu of the provisions as to the Annual Payment to the Municipality provided for in a letter of the Company addressed to the President and Board of Trustees dated December 15, 2011.

Very truly yours,

NORTHERN ILLINOIS GAS COMPANY (d/b/a NICOR GAS COMPANY)

Meena Bevers

Vice President