

**Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597**

CTA 2.01 Please refer to CTA Exhibits 3.02 (1958 CTA-ComEd Agreement) and 3.03 (1998 Amendment to the 1958 Contract).

a. Please list each and every provision of the 1958 CTA-ComEd Agreement and the 1998 Amendment that ComEd is proposing to change, to delete or to modify based upon ComEd's proposals in this docket.

b. As to each change, deletion or modification identified in subpart a above, please provide the tariff or terms and conditions proposed in this docket that support the change, deletion or modification.

c. Please identify the language that ComEd is proposing to change and/or modify and the language that ComEd is proposing to insert as the change or modification.

d. Please list each and every provision of the 1958 CTA-ComEd Agreement and the 1998 Amendment that will remain in full force and effect if ComEd's proposals in this docket were to be adopted by the Commission.

e. For any changes or modifications to a retained provision that are general, rather than specific in nature (e.g., "this provision will remain in effect except to the extent modified by the general terms and conditions"), please identify the specific modifications.

f. If there are any differences in the lists requested above based upon whether CTA purchases electric power from ComEd under BES-RR/CPA-A or from an ARES, please identify all such differences.

ComEd's Response:

General Objections to CTA's requests:

- 1) ComEd objects to the untimely nature of these requests. This case was filed on August 31, 2005. The CTA intervened on December 23, 2005. If this information was important to the CTA, it should have filed discovery requesting this information prior to the hearings.
- 2) ComEd objects to this request on the grounds that the information sought is neither relevant to the subject matter nor reasonably calculated to lead to the discovery of admissible evidence.

OFFICIAL FILE
 I.C.C. DOCKET NO. 05-0597
 CTA Exhibit No. 2
 Witness _____
 Date 3/29/06 Reporter AA

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

- 3) ComEd objects to these requests to the extent that they imply that the Commission is in any way bound by the 1958 CTA-ComEd Agreement and 1998 Amendment to the 1958 Contract (hereinafter the "Contract"). The Commission is not bound by the Contract as is evidenced by provisions contained in the Contract and the numerous contract amendments that have occurred incorporating previous ComEd rate case Orders.
- 4) ComEd objects to the overly broad and unduly burdensome nature of the CTA's requests. A majority of the provisions in the Contract are not rate-design related. Accordingly, ComEd's responses herein provide rate design panel implementation witness Mr. Larry Alongi's opinion as to what contract clarifications would be required, at a minimum, to conform the Contract with the Commission's Order in this Docket, if the Commission were to adopt ComEd's proposed Railroad class rate design. The current Contract contains many provisions that are either obsolete, make references to obsolete equipment, or have been amended by numerous "Advices" filed with the Commission over the last 45 years. Due to the untimely nature of this request, ComEd has made no effort to make "housekeeping" type changes.
- 5) ComEd objects to these requests to the extent that they go beyond proper cross-examination of panel rate design implementation witness Larry Alongi as one of ComEd's rate design implementation panel witnesses. It is ComEd's understanding that this request was made in lieu of keeping Mr. Alongi on the witness stand for hours while he reviewed the Contract one provision at a time. Accordingly, ComEd's response constitutes Mr. Alongi's good faith effort to 1) identify sections of the Contract that would be affected by a Commission Order adopting ComEd's proposals and 2) propose contract clarifications that would, at a minimum, conform the Contract to the Commission's Order if the Commission adopted ComEd's Railroad rate design proposal. Accordingly, due to the untimely nature of these requests, these proposed amendments are subject to further legal review by ComEd's attorneys. In addition, to the extent that corrections may be required to Mr. Alongi's review, ComEd reserves the right to make appropriate modifications in ComEd's compliance filing.
- 6) ComEd further objects on the basis that the requests are vague. The CTA does not specify what it means by "ComEd is proposing to change." ComEd's original proposal has been modified in response to certain issues raised by the CTA in its direct and rebuttal testimonies. Specifically, ComEd's original rate design proposal, including, in particular, Rate BES-RR – Basic Electric Service – Railroad (Rate BES-RR), was reflected in ComEd's initial rate case filing and the panel direct testimony of Messrs. Alongi and McInerney. Proposed Rate BES-RR is provided in ComEd Ex. 10.1, attached to this direct testimony. In response to concerns raised by CTA witness Mr. Zika in direct testimony with respect to a

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

potential conflict between certain provisions contained in the Contract versus the proposed provision for removal and relocation of ComEd's facilities in the last paragraph on Sheet No. 346 of ComEd's proposed Rate BES-RR, ComEd agreed that Mr. Zika raised a legitimate concern. Thus, to resolve this issue and to prevent any confusion, ComEd proposed in its rebuttal testimony to modify Rate BES-RR to add language to Rate BES-RR as presented in ComEd Ex. 24.10. (See ComEd Ex. 24.0 lines 1158-1184) Additionally, in response to CTA direct testimony on the issue of purchasing electric power and energy from ComEd under BES-RR/PPP-A or from an ARES, ComEd in its rebuttal testimony proposed to include appropriate revisions to Rate BES-H, Rate BES-RR, and Rate RDS in its compliance filing pursuant to the Commission's Order in this Docket in order to provide partial requirements service to a railroad customer under the provisions CPP-H Charges provisions of Rate BES-RR rather than under Rate BES-H and thereby maintain the other provisions of a railroad customer's contract with ComEd in the event a railroad customer elects partial requirements service. (See ComEd Ex. 24.0 lines 1069-1084). In the surrebuttal panel testimony of Messrs. Alongi and McInerney, ComEd offered a compromise on the issue of standard service. (See ComEd Ex. 41.0 lines 599-698 and 750-759). Accordingly, this response will differentiate, where necessary, the original proposal from subsequent proposals.

Without waiving any of these objections, ComEd states as follows:

- a. ComEd specifically objects to this request to the extent that it mischaracterizes ComEd's position in this docket. ComEd is not "proposing to change, to delete or to modify" any specific provisions of the Contract. To the contrary, consistent with the provisions of the Contract, the Commission's Order in this docket will supersede all provisions in the Contract that otherwise conflict. ComEd's opening proposal as set forth in its initial filing and direct testimonies provides that Rate BES-RR "constitutes an amendment to the NIRCRC Agreement and the CTA Agreement." Therefore, any contract clarifications provided in this response are for purposes of clarity only. These clarifications do not constitute ComEd proposals in this docket. If the Commission adopts ComEd's proposals, the Contract may be conformed to be consistent with the Commission's Order.

Without waiving this objection, ComEd states:

Direct Testimony Proposal

If the Commission adopts ComEd's original direct testimony proposal, the Contract could be clarified with an amendment that incorporates by

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

reference to ComEd's applicable rate(s) (*i.e.*, Rate BES-RR), along with the addition of a provision that provides that where the terms of the Contract are inconsistent with ComEd's applicable rate(s) (or any tariff references contained therein), Rate BES-RR controls. Proposed Rate BES-RR contains the entirety of ComEd's original railroad bundled service rate design proposal (as set forth in the ComEd's initial filing and direct testimony) for the railroad class and incorporates all other applicable rates and riders.

ComEd's proposed Rate BES-RR, which is ComEd's bundled service rate for the Railroad Class that includes METRA and the CTA, specifically states that that this tariff is an "amendment" to the Contract. Rate BES-RR provides, in part, as follows:

APPLICABILITY.

Beginning January 2, 2007, this tariff is applicable to any nonresidential retail customer (a) for which the Company is providing bundled electric service; (b) to which the Railroad Delivery Class, as defined in the Delivery Classes section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates, is applicable; and (c) to which either (1) the Electric Service Agreement Between Commonwealth Edison Company and Northeast Illinois Regional Commuter Railroad Corporation dated June 1, 1986, as amended (NIRCRC Agreement), or (2) the Electric Service Agreement Between Commonwealth Edison Company and Chicago Transit Authority, dated August 1, 1958, as amended (CTA Agreement), is applicable. **This tariff constitutes an amendment to the NIRCRC Agreement and the CTA Agreement.**

See ComEd Ex. 10.1 (emphasis added).

In order to further clarify what provisions could be affected by a Commission decision adopting ComEd's original proposal, Mr. Alongi provides the following list of provisions in the Contract that could be modified: Section 1.01 (1), (22), (23), (24), Section 2.02, Section 3.03, Section 3.05, Section 4.02, Section 5.01, Section 5.03, Section 5.08, Section 6.01, Section 6.02, Section 6.03, Section 6.04, Section 7.01,

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

Section 7.04, Section 8.04, Section 8.05, Section 8.10, Section 18.03, Section 20.01, Section 24.01. Changes to Sections 7.02, 8.01, 8.02, 8.03, 8.06, 8.07, 8.08, and 8.09 are due to the 1998 Amendment.

Rebuttal Testimony Proposal

In order to further clarify what provisions could be affected by a Commission decision adopting ComEd's proposal as set forth in the Rebuttal Panel Testimony of Messrs. Alongi and McInerney, Mr. Alongi provides the following list of provisions in the Contract that could be modified: Section 1.01, (1), (2), (13), (14), (21), (22), (23), (24), (26), Section 2.01, Section 2.02, Section 2.03, Section 3.01, Section 3.03, Section 3.04, Section 3.05, Section 4.01, Section 4.02, Section 5.01, Section 5.03, Section 5.06, Section 5.08, Section 6.01, Section 6.02, Section 6.03, Section 6.04, Section 7.01, Section 7.04, Section 8.04, Section 8.05, Section 8.10, Section 15.04, Section 18.03, Section 20.01, Section 24.01. Changes to 7.02, 8.01, 8.02, 8.03, 8.06, 8.07, 8.08, and 8.09 are due to the 1998 Amendment.

In addition to the changes set forth above, if the Commission adopts ComEd's rebuttal or surrebuttal proposals, certain tariffs would require modification. These modifications are discussed below.

Surrebuttal Compromise Proposal

In order to further clarify what provisions could be affected by a Commission decision adopting ComEd's proposal as set forth in the Surrebuttal Panel Testimony of Messrs. Alongi and McInerney, Mr. Alongi provides the following list of provisions in the Contract that could be modified:

Section 1.01, (1), (2), (13), (14), (21), (22), (23), (24) (26), Section 2.01, Section 2.02, Section 2.03, Section 3.01, Section 3.03, Section 3.04, Section 3.05, Section 4.01, Section 4.02, Section 5.01, Section 5.03, Section 5.06, Section 5.08, Section 6.01, Section 6.02, Section 6.03, Section 6.04, Section 7.01, Section 7.04, Section 8.04, Section 8.05, Section 8.10, Section 15.04, Section 18.03, Section 20.01, Section 24.01. Changes to 7.02, 8.01, 8.02, 8.03, 8.06, 8.07, 8.08, and 8.09 are due to the 1998 Amendment.

In addition to the changes set forth above, if the Commission adopts ComEd's rebuttal or surrebuttal proposals, certain tariffs would require modification. These modifications are discussed below.

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

- b. With respect to ComEd's direct testimony proposal, Proposed Rate BES-RR, expressly states that "This tariff constitutes an amendment to the NIRCRC Agreement and the CTA Agreement." Contract clarifications addressed in this response are designed to clarify the Contract so that it would conform with a Commission Order adopting ComEd's Railroad class rate design proposals.
- c. ComEd states as follows:

Direct Testimony Proposal

The Contract can be amended with a simple reference that incorporates by reference ComEd's applicable rate(s) (*i.e.*, Rate BES-RR), along with the addition of a provision that provides that where the terms of the Contract are inconsistent with Rate BES-RR (or any tariff references contained therein), Rate BES-RR controls. Alternatively, the proposed amendments contained in Attachment 1.0 to this response could be made to conform the Contract to a Commission decision adopting Rate BES -RR. Proposed amendments to the Contract in Attachment 1.0 are included in legislative style.

Rebuttal Testimony Proposal

In response in response to CTA direct testimony on the issue of purchasing electric power and energy from ComEd under BES-RR/PPP-A or from an ARES, ComEd in its rebuttal testimony proposed to include appropriate revisions to Rate BES-H, Rate BES-RR, and Rate RDS in its compliance filing pursuant to the Commission's Order in this Docket in order to provide partial requirements service to a railroad customer under the provisions CPP-H Charges provisions of Rate BES-RR rather than under Rate BES-H and thereby maintain the other provisions of a railroad customer's contract with ComEd in the event a railroad customer elects partial requirements service. (See ComEd Ex. 24.0, lines 1069-1084). Proposed clarifications to the Contract designed to incorporate a Commission decision adopting this proposal are set forth in Attachment 2.0 hereto. Tariff revisions that would be amended to incorporate this rebuttal proposal are provided in Attachment 3.0.

Surrebuttal Testimony Proposal

In response to CTA testimony in this docket on the issue of single point of service, ComEd proposed a compromise that allowed for a single point of

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

service for each railroad traction power substation. Proposed clarifications to the Contract designed to incorporate a Commission decision adopting this proposal are set forth in legislative style in Attachment 4.0 hereto. Proposed revisions to ComEd's tariffs to incorporate this proposal are provided in Attachment 5.0 in legislative style.

- d. ComEd objects to this request to the extent it calls for a legal conclusion regarding the "full force and effect" of any relevant Contract provision. Further, due to the untimely and otherwise objectionable nature of the request, ComEd's response provides only certain clarifications believed to be necessary to incorporate a Commission decision adopting ComEd's rate design proposals as it relates to railroad customers. As the Contract currently stands, many of the contract provisions are either obsolete, make references to obsolete equipment, or have been amended by numerous "Advices" filed with the Commission over many years. Due to the untimely nature of this request, ComEd has not addressed these types of "housekeeping" changes. In addition, the proposed amendments contained herein are based on Mr. Alongi's opinion. Mr. Alongi is not an attorney and the terms "full force and effect" requires a legal conclusion.
- e. As stated in (a) above, ComEd's original proposal can be implemented with a simple reference in the Contract that incorporates by reference ComEd's applicable rate(s) (*i.e.*, Rate BES-RR), along with the addition of a provision that provides that where the terms of the Contract are inconsistent with Rate BES-RR (or any tariff references contained therein), Rate BES-RR controls. Notwithstanding this, Mr. Alongi has made a good faith effort to identify the clarifications that may be required to incorporate a Commission Order adopting ComEd's rate design proposals as it relates to railroad customers.
- f. In response in response to CTA direct testimony on the issue of purchasing electric power and energy from ComEd under BES-RR/PPP-A or from an ARES, ComEd in its rebuttal testimony proposed to include appropriate revisions to Rate BES-H, Rate BES-RR, and Rate RDS in its compliance filing pursuant to the Commission's Order in this Docket in order to provide partial requirements service to a railroad customer under the provisions CPP-H Charges provisions of Rate BES-RR rather than under Rate BES-H and thereby maintain the other provisions of a railroad customer's contract with ComEd in the event a railroad customer elects partial requirements service. (See ComEd Ex. 24.0 lines 1069-1084). Proposed clarifications to the Contract along with proposed tariff revisions are provided above.

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

CTA 2.02 Does ComEd propose that any new contract language will be negotiated between the parties as the 1958 Agreement and the 1998 Amendment were negotiated prior to being submitted to the Commission for approval?

ComEd's Response:

No. The Commission is not bound by the Contract. The Contract is subject to Commission rate case decisions. The pricing provisions of the Contract have been modified numerous times by the Commission as part of ComEd's previous rate cases. Any modifications to the current contract would be made in accordance with the Commission's Order. Furthermore, ComEd is an Integrated Distribution Company ("IDC") and is subject to the Commission's IDC Rules.

Commonwealth Edison Company
Response to CTA's Second Set of Data Requests
Docket No. 05-0597

CTA 2.03 If the answer to 2.02 is "yes," when does ComEd contemplate the negotiations taking place?

ComEd's Response:
Not applicable.

SECTION 1.01. The following terms shall, for all purposes hereof, have the meanings herein specified, unless the context otherwise indicates or requires:

(1) "~~Maximum Kilowatts Delivered ("MKD")~~Billing Demand" means the demand, determined in accordance with ~~Section 7.02~~the Definitions part of the General Terms and Conditions of Edison's Schedule of Rates, upon which CTA shall pay the charges provided for under ~~Section 8.04~~Edison's applicable rate(s).

(2) "~~hour~~" means ~~clock hour~~. [definition deleted].

(23) "~~Kilowatthours Supplied~~" means the kilowatthours, determined in accordance with the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the General Terms and Conditions of Edison's Schedule of Rates~~Section 7.04~~, upon which CTA shall pay the charges provided for under ~~Section 8.02~~Edison's applicable rate(s).

(24) "~~Maximum Demand~~" means ~~the CTA's demand in kilowatts for any month as determined in accordance with Section 7.01~~. [definition deleted].

SECTION 2.02. Subject to the provisions of Section 2.03, CTA shall take from Edison hereunder all of the electricity which CTA requires at the substations listed in Section 3.02 and such additional CTA Substations as may hereafter be provided by CTA. Subject to the provisions of Section 20.01 and the Electric Energy Contingency Plan part of the General Terms and Conditions of Edison's Schedule of Rates, Edison shall at all times maintain a sufficient supply of electricity to meet CTA's requirements. CTA's requirements shall include electricity used by any other transportation company while operating, by agreement with CTA, over CTA's Facilities, but CTA shall not otherwise sell or transmit electricity supplied hereunder to any other consumer without Edison's consent.

SECTION 3.03. Edison shall supply electricity hereunder at each additional CTA Substation provided by CTA and shall, in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates~~at its own expense~~, provide adequate Supply Facilities for such purpose. Such electricity shall be 60-cycle alternating current supplied at a delivery pressure of 12,000 volts unless Edison consents to or elects a different voltage.

SECTION 3.05. Edison shall, in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates~~at its own expense~~, operate and maintain all Supply Facilities. As provided in Section 3.03, Edison shall, at in accordance with the Distribution Facilities part of the General Terms and Conditions of

Edison's Schedule of Rates~~its own expense~~, provide adequate Supply Facilities for each additional CTA Substation provided by CTA. Subject to the provisions of Section 13.01, CTA shall reimburse Edison monthly for the cost to Edison of all changes in Supply Facilities which result from changes initiated by CTA in CTA Substations. Changes in Edison Facilities at Edison Joint Substations, and changes in Supply Facilities, which result from changes initiated by CTA in Conversion Facilities in Edison Joint Substations, shall be carried out under the provisions of Section 10.04.

SECTION 4.02. The Facilities to be provided by each party on its side of the Points of Delivery shall include such Facilities as may be specified by the other party as reasonably necessary to protect the Facilities of such other party from damage, service interruptions and unsatisfactory operating conditions resulting from short circuits, surges, lightning and other similar causes. Such Facilities provided by Edison shall be provided in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.01. Edison shall provide, install and maintain suitable AC Metering Facilities at each Point of Supply in accordance with the Metering part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.03. Edison shall provide, install and maintain suitable structures, conduits, cables, wires, panels and test switches, which shall be part of the Joint Facilities, at each Edison Joint Substation for Edison's AC Metering Facilities in accordance with the Metering part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.08. CTA's ~~Maximum Demand~~ MKD hereunder shall be determined from registration of ~~recording interval demand recording (IDR) register~~ meters installed in connection with the wathour Billing Meter or Meters at each Point of Supply. The Kilowatthours Supplied hereunder shall be determined from wathour Billing Meter readings taken monthly and, if practicable, on the last day of each month at midnight. Readings from CTA's direct current metering Facilities, when used pursuant to Section 5.06, shall be adjusted to the basis of *alternating current at the delivery pressure* by the application of factors agreed upon by Edison and CTA.

SECTION 6.01. All Billing Meters shall be tested and calibrated by Edison, in the presence of CTA representatives if CTA desires, ~~quarterly or at such other intervals as may be agreed upon~~ as provided by 83 Illinois Administrative Code Part 410 or its successor, and Edison shall give CTA at least 24 hours' advance notice of each test.

SECTION 6.02. A Billing Meter shall be deemed to be accurate if it

registers within ~~one per cent of accuracy~~ the requirements as provided by 83 Illinois Administrative Code Part 410 or its successor. If, as a result of any test, a Billing Meter shall be found to be inaccurate, it shall be restored to an accurate condition or be replaced. CTA shall have the right at any time to require that a test be made of any Billing Meter, by making a request therefor to Edison. As soon as practicable thereafter, and in any event within the requirements as provided by 83 Illinois Administrative Code Part 410 or its successor ~~ten days~~, Edison shall test and calibrate such meter.

SECTION 6.03. If, as a result of any test, any Billing Meter shall be found to be ~~inaccurate more than two per cent from 100% accuracy~~, then the readings of such meter previously taken shall be corrected according to the percentage of inaccuracy from 100% so found, but no such correction shall, unless otherwise agreed upon, extend back beyond one-half of the period between the date of such test and the date of the last prior test.

SECTION 6.04. If any Billing Meter shall, as a result of a test requested by CTA, be found to be ~~not more than one per cent inaccurate~~, CTA shall reimburse Edison as provided by 83 Illinois Administrative Code Part 410 or its successor ~~for the cost to Edison of such test~~. The cost of all other tests shall be borne by Edison. All Billing Meters may be kept under seal by Edison.

SECTION 7.01. ~~Canceled. CTA's Maximum Demand for any month shall be the average number of kilowatts supplied to CTA in the three hours of such month in which CTA's demand is highest; provided, however, that no more than one such hour shall be selected from any one day. The demand for each hour of the month shall be the sum of the kilowatthours delivered to CTA in such hour at all Points of Supply.~~

[NOTE: The change to 7.02 is a change from the 1998 Amendment]

Section 7.02 ~~Canceled. CTA's Billing Demand for any month shall be the Maximum Demand in such month.~~

~~In the event that CTA elects to be served under the terms of Rider GCB Governmental Consolidated Billing ("Rider GCB"), subsequent to such rider's effective date, CTA's kilowatts of demand shall be included in the determination of the Coincident Demand, as defined in Rider GCB, for the Rider GCB governmental participant of which it is a part, and for the purposes herein, "Billing Demand" shall be defined as the kilowatts supplied to CTA that contribute to such Coincident Demand.~~

SECTION 7.04. ~~Canceled. The Kilowatthours Supplied to CTA in any month shall be the sum of the kilowatthours delivered at all Points of Supply during such month.~~

[NOTE: Changes to 8.01, 8.02, and 8.03 are from the 1998 Amendment]

Section 8.01 ~~Cancelled.~~ For each month, CTA shall pay Edison a demand charge per kilowatt of Billing Demand for such month as follows:

For Summer Months _____	\$7.41
For All Other Months _____	\$5.83

For the purposes hereof the "Summer Months" shall be CTA's first billing period with an ending meter reading date on or after June 15 and the three succeeding monthly billing periods.

If CTA elects to take service under the terms of Rider GCB, subsequent to such rider's effective date, it shall continue to pay the demand charge as provided in this Section 8.01 in lieu of the Maximum Demand Charge and Coincident Demand Charge provided in Rider GCB.

Section 8.02 ~~Cancelled.~~ For each month, CTA shall pay Edison energy charges per kilowatt hour for the Kilowatthours Supplied in such month as provided in Rate 6L Large General Service Time of Day, or its successor, as on file with the Illinois Commerce Commission (ICC) and as may be changed, amended, or modified from time to time.

Section 8.03 ~~Cancelled.~~ For each month, CTA shall pay Edison a fixed charge of \$258.33 for each Point of Supply. If CTA elects to take service under the terms of Rider GCB subsequent to such rider's effective date, for each month, in lieu of the aforementioned charge of \$258.33, CTA shall pay Edison a fixed charge of \$116.65 for each Point of Supply, and CTA shall pay such charge for each Point of Supply in lieu of the Monthly Customer Charge provided in Rider GCB.

SECTION 8.04. ~~Cancelled.~~ For each month, CTA shall pay Edison a revenue tax charge equal to the amount of all gross revenue or similar taxes which Edison has paid or is obligated to pay on the taxable revenues received by Edison hereunder for the preceding month. For the first month of service hereunder, such charge shall be based on the revenues received by Edison from CTA under the prior agreement dated May 1, 1949, for service in the City of Chicago, for the month of July, 1958.

SECTION 8.05. ~~Cancelled.~~ CTA shall be entitled to a credit against each month's billing equal to the amount of any gross receipts or similar tax which Edison (a) would have been obligated to pay on billings to CTA under Edison's regularly filed rates in such month had such billings been payable by other customers of Edison, (b) would not have collected from other customers under provisions of its rate schedules or otherwise as a separate or identifiable portion of the charges to such other customers, and (c) is not obligated to pay with respect to such billings to CTA. CTA shall also be entitled to a credit against the first month's billing hereunder in the amount of \$28,000 in settlement of CTA's claims with respect to like credits for periods prior to the effective date hereof.

[NOTE: Changes to 8.06, 8.07, 8.08, and 8.09 - from the 1998 Amendment]

Section 8.06 ~~Cancelled.~~ If CTA elects to take service under the terms of Rider GCB subsequent to such rider's effective date, it shall pay monthly motor rental charges as provided in Rider GCB.

~~Section 8.07 Canceled. CTA shall pay to Edison an amount equal to \$1,000,000 plus any applicable state, regulatory, and municipal cost additions and taxes within ninety (90) days of the Amendment Date.~~

~~Section 8.08 Notwithstanding. In conjunction with the provisions contained in Sections 3.03 and 3.05, for any future Points of Supply, or for any modifications made to existing Points of Supply, CTA shall pay to Edison any and all amounts for optional nonstandard services and facilities as deemed to be in excess of standard facilities for such Points of Supply as determined under Rider NS – Nonstandard Services and Facilities and Rider ML – Meter-Related Facilities Lease ~~Optional or Non-Standard Facilities.~~~~

~~Section 8.09 Canceled. Except as provided herein, if CTA elects to take service under the terms of Rider GCB, subsequent to such rider's effective date, CTA shall be subject to all of the terms and conditions of such rider.~~

SECTION 8.10. CTA shall pay Edison applicable charges for supply hereunder in accordance with Edison's applicable rate(s).

SECTION 18.03. Should CTA fail to pay in full any bill when due, Edison shall have the right to discontinue, for that cause, the supply of electricity hereunder until such bill is paid, after giving CTA 15 days² notice of Edison's intention to do so in accordance with 83 Illinois Administrative Code Part 280 or its successor. Any such discontinuance shall not discharge CTA from its obligation to continue to make any and all payments in accordance with the provisions hereof. The right of Edison to discontinue delivery of electricity as above provided shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing.

SECTION 20.01. Edison shall not be liable to CTA for any loss or damage resulting from non-delivery of all or any portion of the electricity to be supplied to CTA hereunder unless such non-delivery occurs through the negligence or willful default of Edison. Edison shall, however, in the event of any such reduction or cessation of service, promptly take all reasonable steps to correct the situation and resume full service at the earliest practicable time.

SECTION 24.01. The percentages set forth in Sections 1.01(4), 1.01(5), 1.01(6) and 1.01(28) shall be subject to redetermination from time to time ~~upon the written demand of either party² to the other. Neither party may request a redetermination of any percentage more than once prior to July 31, 1963, nor more than once in any period of 60 consecutive months thereafter~~ in accordance with Edison's General Company Order No. 25. If the parties agree in writing to a new percentage within 90 days from the date of such request, such new percentage shall become effective on the first day of the month following such agreement. If the parties are unable to agree upon a new percentage within such 90 day period, a new percentage shall be determined by Edison's regular independent public accountants which shall be a firm of recognized national standing. If determined by the accountants, a Any new percentage determined for Section 1.01(28) shall be the percentage determined by relating (a) the

number of employees which would be required by Edison to operate substations containing only the Conversion Facilities which are located in Edison Joint Substations to (b) the number of employees which would be required by Edison to operate (i) substations containing only the Conversion Facilities (and the necessary related Facilities) which are located in Edison Joint Substations and (ii) substations containing only the Edison General Service Facilities (and the necessary related Facilities) which are located in Edison Joint Substations. ~~Such new percentage shall become effective retroactively as of the first day of the month following the end of such 90-day period.~~

SECTION 1.01. The following terms shall, for all purposes hereof, have the meanings herein specified, unless the context otherwise indicates or requires:

(1) "~~Maximum Kilowatts Delivered ("MKD")~~Billing Demand" means the demand, determined in accordance with ~~Section 7.02~~the Definitions part of the General Terms and Conditions of Edison's Schedule of Rates, upon which CTA shall pay the charges provided for under ~~Section 8.04~~Edison's applicable rate(s).

(2) "Billing Meter" means a meter used to measure the electricity supplied and/or delivered by Edison to CTA hereunder, including CTA direct current meters used for such purpose pursuant to Section 6.06.

(13) "AC Metering Facilities" means Facilities, including meters, meter clocks, totalizing relays, current transformers and potential transformers, utilized exclusively to measure at the delivery pressure the alternating current, both demand and energy, supplied and/or delivered by Edison to CTA hereunder. AC Metering Facilities shall not include supporting structures, conduits, cables, wires, panels and test switches, which, at CTA Substations, shall be part of the CTA Facilities, and at Edison Joint Substations shall be part of the Joint Facilities.

(14) "Conversion Facilities" means all Facilities in Edison Joint Substations, including converting apparatus, which are used exclusively in connection with service to CTA beginning with connections to the substation high-tension bus, and at the Forest Park Edison Joint Substation shall also include the Number 1 synchronous converter with its associated Facilities between Edison's alternating current bus and CTA Feeder Facilities. Such Facilities shall not include Facilities for the metering at the delivery pressure of alternating current supplied and/or delivered by Edison to CTA hereunder.

(21) "Supply Facilities" means Facilities utilized for or directly related to the ~~transmission-transfer~~ of electricity supplied and/or delivered hereunder to a CTA Substation or an Edison Joint Substation. Such Facilities shall terminate in the case of a CTA Substation, at the point at which such Facilities enter the CTA premises, and, in the case of an Edison Joint Substation, at the point at which such Facilities enter the Edison Joint Substation premises.

(22) "~~hour~~ means clock hour"RES means Retail Electric Supplier. RES is defined in the Definitions part of the General Terms and Conditions of Edison's Schedule of Rates.

(23) "Kilowatthours Supplied and/or Delivered" means the kilowatthours, determined in accordance with the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the

General Terms and Conditions of Edison's Schedule of Rates~~Section 7.04~~, upon which CTA shall pay the charges provided for under ~~Section 8.02~~Edison's applicable rate(s) and, if applicable, charges provided for under CTA's separate contractual arrangements with a RES for electric power and energy supply services.

(24) ~~"Maximum Demand" means the CTA's demand in kilowatts for any month as determined in accordance with Section 7.01-[definition deleted].~~

(26) *"Point of Delivery"* means the point at a CTA Substation or at an Edison Joint Substation at which electricity supplied and/or delivered hereunder is delivered by Edison to CTA, as determined under Section 4.01.

SECTION 2.01. Edison shall stand ready to supply and/or deliver and shall supply and/or deliver and CTA shall take and pay for electricity, in accordance with the terms and provisions hereinafter set forth.

SECTION 2.02. Subject to the provisions of Section 2.03, CTA shall take supply and/or delivery from Edison hereunder for all of the electricity which CTA requires at the substations listed in Section 3.02 and such additional CTA Substations as may hereafter be provided by CTA. Subject to the provisions of Section 20.01 and the Electric Energy Contingency Plan part of the General Terms and Conditions of Edison's Schedule of Rates, Edison shall at all times maintain a sufficient supply of electricity to meet CTA's requirements for which Edison is responsible (i.e., excludes supply for which a RES is responsible). CTA's requirements shall include electricity used by any other transportation company while operating, by agreement with CTA, over CTA's Facilities, but CTA shall not otherwise sell or transmit electricity supplied hereunder to any other consumer without Edison's consent.

SECTION 2.03. The electricity requirements of CTA at locations and at delivery pressures other than those herein provided for, shall be supplied and/or delivered by Edison under its regularly filed applicable rates.

SECTION 3.01. Subject to the provisions of Sections 3.03 and 3.04, the electricity supplied and/or delivered by Edison hereunder shall be in the form of three-phase 25- or 60-cycle alternating current, at delivery pressures of approximately 9,000 volts or higher, and shall be supplied and/or delivered to CTA at CTA Regular Substations, CTA Special Substations and Edison Joint Substations. Edison shall use its best efforts, except during emergencies, to maintain delivery pressures at each Point of Supply reasonably consistent with the nominal voltage requirements of the CTA Facilities at such Point of Supply.

SECTION 3.03. Edison shall supply and/or deliver electricity

hereunder at each additional CTA Substation provided by CTA and shall, in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates at its own expense, provide adequate Supply Facilities for such purpose. Such electricity shall be 60-cycle alternating current supplied and/or delivered at a delivery pressure of 12,000 volts unless Edison consents to or elects a different voltage.

SECTION 3.04. Unless Edison otherwise consents, Edison shall, not be obligated to add to its existing 25-cycle Supply Facilities for any purpose hereunder or, after December 31, 1959, to supply and/or deliver 25-cycle alternating current to CTA's Calvary Substation. CTA may move 25-cycle Facilities from one substation to another in existence at the date hereof if Edison is not thereby required to add to its 25-cycle Supply Facilities but CTA may not change the location of any 25-cycle substation, nor acquire any additional 25-cycle Facilities. In case CTA shall not have utilized, through conversion for electric transportation service, any 25-cycle electricity at a substation for a period of 12 months, Edison shall have the right to remove all its 25-cycle Facilities and shall not be obligated again to supply and/or deliver 25-cycle electricity at such substation.

SECTION 3.05. Edison shall, in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates at its own expense, operate and maintain all Supply Facilities. As provided in Section 3.03, Edison shall, at in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates at its own expense, provide adequate Supply Facilities for each additional CTA Substation provided by CTA. Subject to the provisions of Section 13.01, CTA shall reimburse Edison monthly for the cost to Edison of all changes in Supply Facilities which result from changes initiated by CTA in CTA Substations. Changes in Edison Facilities at Edison Joint Substations, and changes in Supply Facilities, which result from changes initiated by CTA in Conversion Facilities in Edison Joint Substations, shall be carried out under the provisions of Section 10.04.

SECTION 4.01. The Point of Delivery of electricity supplied and/or delivered hereunder shall be (a) at each CTA Substation, the point or points at which Edison's Supply Facilities enter CTA's premises and (b) at each Edison Joint Substation, the point or points at which the Joint Facilities connect with the Conversion Facilities.

SECTION 4.02. The Facilities to be provided by each party on its side of the Points of Delivery shall include such Facilities as may be specified by the other party as reasonably necessary to protect the Facilities of such other party from damage, service interruptions and unsatisfactory operating conditions resulting from short circuits, surges,

lightning and other similar causes. Such Facilities provided by Edison shall be provided in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.01. Edison shall provide, install and maintain suitable AC Metering Facilities at each Point of Supply in accordance with the Metering part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.03. Edison shall provide, install and maintain suitable structures, conduits, cables, wires, panels and test switches, which shall be part of the Joint Facilities, at each Edison Joint Substation for Edison's AC Metering Facilities in accordance with the Metering part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.06. For a period of not more than three years from the effective date hereof and for such further period as Edison and CTA may agree upon, Edison may, in lieu of providing AC Metering Facilities at the Central Street, Cicero and Forest Park Substations, utilize CTA's direct current metering Facilities for the determination of the alternating current supplied and/or delivered by Edison to CTA hereunder. Edison shall credit CTA monthly for the cost to CTA of any changes in CTA direct current metering Facilities required for such purposes.

SECTION 5.08. CTA's ~~Maximum Demand~~ MKD hereunder shall be determined from registration of ~~recording interval demand recording (IDR) register~~ meters installed in connection with the watthour Billing Meter or Meters at each Point of Supply. The Kilowatthours Supplied and/or Delivered hereunder shall be determined from watthour Billing Meter readings taken monthly and, if practicable, on the last day of each month at midnight. Readings from CTA's direct current metering Facilities, when used pursuant to Section 5.06, shall be adjusted to the basis of alternating current at the delivery pressure by the application of factors agreed upon by Edison and CTA.

SECTION 6.01. All Billing Meters shall be tested and calibrated by Edison, in the presence of CTA representatives if CTA desires, ~~quarterly or at such other intervals as may be agreed upon~~ as provided by 83 Illinois Administrative Code Part 410 or its successor, and Edison shall give CTA at least 24 hours' advance notice of each test.

SECTION 6.02. A Billing Meter shall be deemed to be accurate if it registers within ~~one per cent of accuracy~~ the requirements as provided by 83 Illinois Administrative Code Part 410 or its successor. If, as a result of any test, a Billing Meter shall be found to be inaccurate, it shall be restored to an accurate condition or be replaced. CTA shall have the right at any time to require that a test be made of any Billing Meter, by making a request therefor to Edison. As soon as practicable thereafter, and in any

event within the requirements as provided by 83 Illinois Administrative Code Part 410 or its successor~~ten days~~, Edison shall test and calibrate such meter.

SECTION 6.03. If, as a result of any test, any Billing Meter shall be found to be ~~inaccurate more than two per cent from 100% accuracy~~, then the readings of such meter previously taken shall be corrected according to the percentage of inaccuracy from 100% so found, but no such correction shall, unless otherwise agreed upon, extend back beyond one-half of the period between the date of such test and the date of the last prior test.

SECTION 6.04. If any Billing Meter shall, as a result of a test requested by CTA, be found to be ~~not more than one per cent inaccurate~~, CTA shall reimburse Edison as provided by 83 Illinois Administrative Code Part 410 or its successor~~for the cost to Edison of such test~~. The cost of all other tests shall be borne by Edison. All Billing Meters may be kept under seal by Edison.

~~SECTION 7.01. Canceled. CTA's Maximum Demand for any month shall be the average number of kilowatts supplied to CTA in the three hours of such month in which CTA's demand is highest; provided, however, that no more than one such hour shall be selected from any one day. The demand for each hour of the month shall be the sum of the kilowatthours delivered to CTA in such hour at all Points of Supply.~~

[NOTE: The change to 7.02 is a change from the 1998 Amendment]

~~Section 7.02 Canceled. CTA's Billing Demand for any month shall be the Maximum Demand in such month.~~

~~In the event that CTA elects to be served under the terms of Rider GCB - Governmental Consolidated Billing ("Rider GCB"), subsequent to such rider's effective date, CTA's kilowatts of demand shall be included in the determination of the Coincident Demand, as defined in Rider GCB, for the Rider GCB governmental participant of which it is a part, and for the purposes herein, "Billing Demand" shall be defined as the kilowatts supplied to CTA that contribute to such Coincident Demand.~~

~~SECTION 7.04. Canceled. The Kilowatthours Supplied to CTA in any month shall be the sum of the kilowatthours delivered at all Points of Supply during such month.~~

[NOTE: Changes to 8.01, 8.02, and 8.03 are from the 1998 Amendment]

~~Section 8.01 Canceled. For each month, CTA shall pay Edison a demand charge per kilowatt of Billing Demand for such month as follows:~~

For Summer Months	_____	\$7.41
For All Other Months	_____	\$5.83

~~For the purposes hereof the "Summer Months" shall be CTA's first billing period with an ending meter~~

~~reading date on or after June 15 and the three succeeding monthly billing periods.~~

~~If CTA elects to take service under the terms of Rider GCB, subsequent to such rider's effective date, it shall continue to pay the demand charge as provided in this Section 8.01 in lieu of the Maximum Demand Charge and Coincident Demand Charge provided in Rider GCB.~~

~~Section 8.02 Canceled. For each month, CTA shall pay Edison energy charges per kilowatt hour for the Kilowatthours Supplied in such month as provided in Rate 6L— Large General Service Time of Day, or its successor, as on file with the Illinois Commerce Commission (ICC) and as may be changed, amended, or modified from time to time.~~

~~Section 8.03 Canceled. For each month, CTA shall pay Edison a fixed charge of \$258.33 for each Point of Supply. If CTA elects to take service under the terms of Rider GCB subsequent to such rider's effective date, for each month, in lieu of the aforementioned charge of \$258.33, CTA shall pay Edison a fixed charge of \$116.65 for each Point of Supply, and CTA shall pay such charge for each Point of Supply in lieu of the Monthly Customer Charge provided in Rider GCB.~~

~~SECTION 8.04. Canceled. For each month, CTA shall pay Edison a revenue tax charge equal to the amount of all gross revenue or similar taxes which Edison has paid or is obligated to pay on the taxable revenues received by Edison hereunder for the preceding month. For the first month of service hereunder, such charge shall be based on the revenues received by Edison from CTA under the prior agreement dated May 1, 1949, for service in the City of Chicago, for the month of July, 1958.~~

~~SECTION 8.05. Canceled. CTA shall be entitled to a credit against each month's billing equal to the amount of any gross receipts or similar tax which Edison (a) would have been obligated to pay on billings to CTA under Edison's regularly filed rates in such month had such billings been payable by other customers of Edison, (b) would not have collected from other customers under provisions of its rate schedules or otherwise as a separate or identifiable portion of the charges to such other customers, and (c) is not obligated to pay with respect to such billings to CTA. CTA shall also be entitled to a credit against the first month's billing hereunder in the amount of \$28,000 in settlement of CTA's claims with respect to like credits for periods prior to the effective date hereof.~~

~~Section 806 Canceled. If CTA elects to take service under the terms of Rider GCB subsequent to such rider's effective date, it shall pay monthly meter rental charges as provided in Rider GCB.~~

~~Section 8.07 Canceled. CTA shall pay to Edison an amount equal to \$1,000,000 plus any applicable state, regulatory, and municipal cost additions and taxes within ninety (90) days of the Amendment Date.~~

~~Section 8.08 Notwithstanding the provisions contained in Sections 3.03 and 3.05, for any future Points of Supply, or for any modifications made to existing Points of Supply, CTA shall pay to Edison any and all amounts for optional nonstandard services and facilities as deemed to be in excess of standard facilities for such Points of Supply as determined under Rider NS – Nonstandard Services and Facilities and Rider ML –~~

Meter-Related Facilities Lease ~~6 Optional or Non-Standard Facilities.~~

~~Section 8.09 Canceled. Except as provided herein, if CTA elects to take service under the terms of Rider GCB, subsequent to such rider's effective date, CTA shall be subject to all of the terms and conditions of such rider.~~

SECTION 8.10. CTA shall pay Edison applicable charges for supply and/or delivery hereunder in accordance with Edison's applicable rate(s).

SECTION 15.04. CTA hereby grants Edison for the term hereof the right to continue to locate on, in or over CTA Facilities certain cable and other Facilities used to supply and/or deliver electricity to and control Edison Joint Substations and CTA Substations.

SECTION 18.03. Should CTA fail to pay in full any bill when due, Edison shall have the right to discontinue, for that cause, the supply and/or delivery of electricity hereunder until such bill is paid, after giving CTA ~~15 days'~~ notice of Edison's intention to do so in accordance with 83 Illinois Administrative Code Part 280 or its successor. Any such discontinuance shall not discharge CTA from its obligation to continue to make any and all payments in accordance with the provisions hereof. The right of Edison to discontinue delivery of electricity as above provided shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing.

SECTION 20.01. Edison shall not be liable to CTA for any loss or damage resulting from non-delivery of all or any portion of the electricity to be supplied and/or delivered to CTA hereunder unless such non-delivery occurs through the negligence or willful default of Edison. Edison shall, however, in the event of any such reduction or cessation of service, promptly take all reasonable steps to correct the situation and resume full service at the earliest practicable time.

SECTION 24.01. The percentages set forth in Sections 1.01(4), 1.01(5), 1.01(6) and 1.01(28) shall be subject to redetermination from time to time ~~upon the written demand of either party' to the other. Neither party may request a redetermination of any percentage more than once prior to July 31, 1963, nor more than once in any period of 60 consecutive months thereafter~~ in accordance with Edison's General Company Order No. 25. ~~If the parties agree in writing to a new percentage within 90 days from the date of such request, such new percentage shall become effective on the first day of the month following such agreement. If the parties are unable to agree upon a new percentage within such 90 day period, a new percentage shall be determined by Edison's regular independent public accountants which shall be a firm of recognized national standing. If determined by the accountants,~~ Any new percentage determined for Section 1.01(28) shall be the percentage determined by relating (a) the number of employes which would be required by Edison to operate substations containing only the Conversion Facilities which are located

in Edison Joint Substations to (b) the number of employees which would be required by Edison to operate (i) substations containing only the Conversion Facilities (and the necessary related Facilities) which are located in Edison Joint Substations and (ii) substations containing only the Edison General Service Facilities (and the necessary related Facilities) which are located in Edison Joint Substations. ~~Such new percentage shall become effective retroactively as of the first day of the month following the end of such 90-day period.~~

**RATE BES-H
BASIC ELECTRIC SERVICE-HOURLY ENERGY PRICING**

APPLICABILITY.

On and after January 2, 2007, this tariff is applicable to any retail customer (a) for which the Company is providing bundled electric service; and (b) to which the Self-Generating Customer Group or the *Competitively Declared Customer Group*, as defined in the *Supply Groups* section of the *Retail Customer Categorizations* part of the General Terms and Conditions of the Company's Schedule of Rates, is applicable, or would be applicable based upon the Company's judgment with respect to such retail customer's expected electric power and energy requirements.

In addition, on and after January 2, 2007, for a situation in which a retail customer takes service under Rate RDS and elects to have its electric power and energy requirements supplied in accordance with the *Supplier Options* subsection of the *Split Load and Supplier Options* section of the *Service Options* part of Rate RDS, this tariff is applicable to any portion of such retail customer's electric power and energy requirements for which the Company provides bundled electric service. Notwithstanding the previous provisions of this paragraph, service hereunder is not available to a nonresidential retail customer to which the Railroad Delivery Class is applicable.

In addition, after January 2, 2007, this tariff is applicable to any nonresidential retail customer (a) to which the *Large Load Customer Group* or the *Very Large Load Customer Group*, as defined in the *Supply Groups* section of the *Retail Customer Categorizations* part of the General Terms and Conditions of the *Company's Schedule of Rates*, is applicable or would be applicable based upon the Company's judgment with respect to such retail customer's expected electric power and energy requirements; and (b) that switches to bundled electric service from Rate RDS - Retail Delivery Service (Rate RDS); but (c) that is not in compliance with the provisions of the *Prerequisites of Service* section of Rate BES-NRA - Basic Electric Service - Nonresidential (Annual) (Rate BES-NRA).

In addition, after January 2, 2007, for a situation in which a nonresidential retail customer (a) has been taking service under Rate BES-NRA; and (b) provides proper notification to the Company of its decision to terminate service under Rate BES-NRA and switch to Rate RDS at the expiration of such nonresidential retail customer's term of service under such tariff, as described in the *Termination of Service* subsection of the *Term of Service* section of Rate BES-NRA; but (c) does not meet all the prerequisites of service under Rate RDS, this tariff is applicable to such nonresidential retail customer following the expiration of such retail customer's term of service under Rate BES-NRA.

In addition, after January 2, 2007, for a situation in which an applicant for electric service at a premises (a) has never received any tariffed service from the Company; (b) requests electric service from the Company to begin after the start of a term of service, as described in the *Term of Service* section of Rate BES-NRA, but prior to the end of such term of service; (c) has expected electric power and energy requirements such that, in the Company's judgment, the *Large Load Customer Group* or the *Very Large Load Customer Group* would be applicable to such applicant; (d) has not requested or is not in compliance with the prerequisites of service under Rate RDS, and (e) requests service at a premises for which electric service had been provided under Rate RDS or Rate BES-H immediately prior to the date that the Company begins to provide electric service to such applicant, such applicant commences service hereunder, and is designated as a nonresidential retail customer when the Company begins to provide electric service to such applicant.

In addition, on and after January 2, 2007, this tariff is available to any retail customer that elects service hereunder, provided such retail customer meets the prerequisites of service provided in the *Prerequisites of Service* section of this tariff. Notwithstanding the previous provisions of this paragraph, service

(Continued on Sheet No. 331)

Filed with the Illinois Commerce Commission on
August 31, 2005.

Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RATE BES-H
BASIC ELECTRIC SERVICE-HOURLY ENERGY PRICING**

hereunder is not available to (a) a nonresidential retail customer to which the Railroad Delivery Class is applicable, or (b) a lighting retail customer or the portion of electric service to which the Fixture-Included Lighting Delivery Class is applicable.

(Continued on Sheet No. 331)

**Filed with the Illinois Commerce Commission on
August 31, 2005.**

**Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379**

**RATE BES-RR
BASIC ELECTRIC SERVICE-RAILROAD**

APPLICABILITY.

Beginning January 2, 2007, this tariff is applicable to any nonresidential retail customer (a) for which the Company is providing bundled electric service; (b) to which the Railroad Delivery Class, as defined in the Delivery Classes section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates, is applicable; and (c) to which either (1) the Electric Service Agreement Between Commonwealth Edison Company and Northeast Illinois Regional Commuter Railroad Corporation dated June 1, 1986, as amended (NIRCRC Agreement), or (2) the Electric Service Agreement Between Commonwealth Edison Company and Chicago Transit Authority, dated August 1, 1958, as amended (CTA Agreement), is applicable. This tariff constitutes an amendment to the NIRCRC Agreement and the CTA Agreement.

Service hereunder is not available to any retail customer to which any delivery class other than the Railroad Delivery Class is applicable.

Notwithstanding the aforementioned provisions of this Applicability section, service hereunder is not applicable to any retail customer that elects to be served, and during such time that service is taken, under Rate RDS - Retail Delivery Service (Rate RDS), except as provided under the Supplier Options subsection of the Split Load and Supplier Options section of the Service Options part of Rate RDS.

DEFINITIONS.

Definitions of terms used in this tariff are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

NATURE OF SERVICE.

Bundled Electric Service

Bundled electric service is the provision to retail customers of electric power and energy by the Company in accordance with the terms of this Bundled Electric Service subsection. Such provision includes (1) procurement of full requirements electric supply, including applicable transmission services and ancillary transmission services, in accordance with Rider CPP - Competitive Procurement Process (Rider CPP); (2) procurement of any other transmission services and ancillary transmission services necessary in order to provide electric power and energy to retail customers served hereunder in accordance with applicable tariffs on file with the Federal Energy Regulatory Commission (FERC); (3) delivery of the electric power and energy via the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in the Company's tariffs on file with the Illinois Commerce Commission (ICC); and (4) the Company's standard metering and billing that are necessary to permit eligible retail customers to receive service hereunder as permitted by law and by tariffs approved by the ICC and the FERC. No component of bundled electric service may be provided to a retail customer by a third party, and components of this bundled electric service are not available separately from the Company under this tariff.

(Continued on Sheet No. 346)

Filed with the Illinois Commerce Commission on
August 31, 2005.

Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RATE BES-RR
BASIC ELECTRIC SERVICE-RAILROAD**

(Continued from Sheet No. 347)

MONTHLY CHARGES (CONTINUED).

CPP-A Charges (Continued)

Accuracy Assurance Factor

The Accuracy Assurance Factor (AAF) is applicable to each kWh provided to the nonresidential retail customer during the monthly billing period and is equal to the CPP-A AAF computed in accordance with the provisions in the Accuracy Assurance Mechanisms part of Rider CPP.

Supply Administration Charge

The Supply Administration Charge is applicable to the nonresidential retail customer in the monthly billing period and is equal to \$9.09.

CPP-H Charges

The charges in this CPP-H Charges subsection apply to the nonresidential retail customer in accordance with the provisions of the Term of Service section of this tariff. Notwithstanding the provisions of the previous sentence, if such nonresidential retail customer so elects, the charges in this CPP-H Charges subsection apply to such nonresidential retail customer or to a portion of such retail customer's electric power and energy requirements as provided under the Supplier Options subsection of the Split Load and Supplier Options section of the Service Options part of Rate RDS.

Transmission Services Charge

The Transmission Services Charge is applicable to each kWh provided to the nonresidential retail customer during the monthly billing period and is equal to TSC_{ABH} or TSC_H , as applicable, computed in accordance with the provisions of Rider TS-CPP.

Capacity Supply Charge

The Capacity Supply Charge is applicable to the Capacity Obligation established by the nonresidential retail customer for the monthly billing period and is equal to (a) the Hourly Auction Supply Charge (HASC) computed in accordance with the provisions of the Hourly Auction Supply Charges clause of the Supply Charges - CPP-H Auction subsection of the Supply Charge Computation section of the Translation to Retail Charges part of Rider CPP, multiplied by (b) 1.0007 to adjust for supply-related uncollectible costs incurred by the Company.

Hourly Energy Supply Charges

Each Hourly Energy Supply Charge is applicable to each kWh provided to the nonresidential retail customer during the hour in the monthly billing period for which such charge is determined. Each Hourly Energy Supply Charge is equal to (a) the PJM Interconnection L.L.C. (PJM) real-time, locational marginal price (LMP) for the ComEd Zone for each such hour, multiplied by (b) 1.0675 to adjust for distribution and transmission line losses, and multiplied by (b) 1.0007 to adjust for supply-related uncollectible costs incurred by the Company.

Accuracy Assurance Factor

The AAF is applicable to each kWh provided to the nonresidential retail customer during the monthly billing period and is equal to the CPP-H AAF computed in accordance with the provisions in the Accuracy Assurance Mechanisms part of Rider CPP.

Filed with the Illinois Commerce Commission on
August 31, 2005.

Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RATE BES-RR
BASIC ELECTRIC SERVICE-RAILROAD**

(Continued from Sheet No. 347)

Supply Administration Charge

The Supply Administration Charge is applicable to the nonresidential retail customer for the monthly billing period and is equal to \$9.09.

(Continued on Sheet No. 349)

Filed with the Illinois Commerce Commission on
August 31, 2005.

Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 360)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS.

A retail customer electing to have its electric power and energy requirements supplied under any option provided in this *Split Load and Supplier Options* section must enter into a written contract with the Company. Such written contract specifies the supplier and split load option and the split load designations elected by the retail customer and the term of provision of the option.

Supplier Options

Any portion of a retail customer's electric power and energy requirements that is provided by the Company under the terms of a tariff for *bundled electric service must be served under Rate BES-H - Basic Electric Service - Hourly Energy Pricing (Rate BES-H) or the CPP-H Charges provisions of Rate BES-RR - Basic Electric Service - Railroad, as applicable.* A retail customer for which service is provided under *Rate BES-H or the CPP-H Charges provisions of Rate BES-RR - Basic Electric Service - Railroad, as applicable* is not eligible to elect to obtain Metering Service as described in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff.

For a situation in which the retail customer is a nonresidential retail customer meeting all the prerequisites of service hereunder, such nonresidential retail customer may elect to have its electric power and energy requirements supplied under one of the three following supplier options for the purposes of split load supply: (1) by the Company under Rider PPO-MVM and by a RES with delivery service under Rate RDS; or (2) by the Company under *Rate BES-H or the CPP-H Charges provisions of Rate BES-RR - Basic Electric Service - Railroad, as applicable,* and by a RES with delivery service under Rate RDS; or (3) by the Company under Rider PPO-MVM and by the Company under Rate BES-H.

For a situation in which the retail customer is a residential retail customer meeting all the prerequisites of service hereunder, such residential retail customer may elect to have its electric power and energy requirements supplied by the Company under Rate BES-H and by a RES with delivery service under Rate RDS for the purposes of split load supply.

(Continued on Sheet No. 362)

Filed with the Illinois Commerce Commission on
August 31, 2005.

Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379

SECTION 1.01. The following terms shall, for all purposes hereof, have the meanings herein specified, unless the context otherwise indicates or requires:

(1) "Maximum Kilowatts Delivered ("MKD")~~*Billing Demand*~~" means the demand at each Point of Supply, determined in accordance with Section 7.02 the Definitions part of the General Terms and Conditions of Edison's Schedule of Rates, upon which CTA shall pay the charges provided for under Section 8.04 Edison's applicable rate(s).

(2) "*Billing Meter*" means a meter used to measure the electricity supplied and/or delivered by Edison to CTA hereunder, including CTA direct current meters used for such purpose pursuant to Section 6.06.

(13) "*AC Metering Facilities*" means Facilities, including meters, meter clocks, totalizing relays, current transformers and potential transformers, utilized exclusively to measure at the delivery pressure the alternating current, both demand and energy, supplied and/or delivered by Edison to CTA hereunder. AC Metering Facilities shall not include supporting structures, conduits, cables, wires, panels and test switches, which, at CTA Substations, shall be part of the CTA Facilities, and at Edison Joint Substations shall be part of the Joint Facilities.

(14) "*Conversion Facilities*" means all Facilities in Edison Joint Substations, including converting apparatus, which are used exclusively in connection with service to CTA beginning with connections to the substation high-tension bus, and at the Forest Park Edison Joint Substation shall also include the Number 1 synchronous converter with its associated Facilities between Edison's alternating current bus and CTA Feeder Facilities. Such Facilities shall not include Facilities for the metering at the delivery pressure of alternating current supplied and/or delivered by Edison to CTA hereunder.

(21) "*Supply Facilities*" means Facilities utilized for or directly related to the ~~transmission-transfer~~ of electricity supplied and/or delivered hereunder to a CTA Substation or an Edison Joint Substation. Such Facilities shall terminate in the case of a CTA Substation, at the point at which such Facilities enter the CTA premises, and, in the case of an Edison Joint Substation, at the point at which such Facilities enter the Edison Joint Substation premises.

(22) ~~"hour" means clock hour~~ "RES" means Retail Electric Supplier. RES is defined in the Definitions part of the General Terms and Conditions of Edison's Schedule of Rates.

(23) "*Kilowatthours Supplied and/or Delivered*" means the kilowatthours at each Point of Supply, determined in accordance with the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and

Payment part of the General Terms and Conditions of Edison's Schedule of Rates Section 7.04, upon which CTA shall pay the charges provided for under Section 8.02 Edison's applicable rate(s) and, if applicable, charges provided for under CTA's separate contractual arrangements with a RES for electric power and energy supply services.

(24) ~~"Maximum Demand" means the CTA's demand in kilowatts for any month as determined in accordance with Section 7.01-[definition deleted].~~

(26) "Point of Delivery" means the point at a CTA Substation or at an Edison Joint Substation at which electricity supplied and/or delivered hereunder is delivered by Edison to CTA, as determined under Section 4.01.

SECTION 2.01. Edison shall stand ready to supply and/or deliver and shall supply and/or deliver and CTA shall take and pay for electricity, in accordance with the terms and provisions hereinafter set forth.

SECTION 2.02. Subject to the provisions of Section 2.03, CTA shall take supply and/or delivery from Edison hereunder for all of the electricity which CTA requires at the substations listed in Section 3.02 and such additional CTA Substations as may hereafter be provided by CTA. Subject to the provisions of Section 20.01 and the Electric Energy Contingency Plan part of the General Terms and Conditions of Edison's Schedule of Rates, Edison shall at all times maintain a sufficient supply of electricity to meet CTA's requirements for which Edison is responsible (i.e., excludes supply for which a RES is responsible). CTA's requirements shall include electricity used by any other transportation company while operating, by agreement with CTA, over CTA's Facilities, but CTA shall not otherwise sell or transmit electricity supplied hereunder to any other consumer without Edison's consent.

SECTION 2.03. The electricity requirements of CTA at locations and at delivery pressures other than those herein provided for, shall be supplied and/or delivered by Edison under its regularly filed applicable rates.

SECTION 3.01. Subject to the provisions of Sections 3.03 and 3.04, the electricity supplied and/or delivered by Edison hereunder shall be in the form of three-phase 25- or 60-cycle alternating current, at delivery pressures of approximately 9,000 volts or higher, and shall be supplied and/or delivered to CTA at CTA Regular Substations, CTA Special Substations and Edison Joint Substations. Edison shall use its best efforts, except during emergencies, to maintain delivery pressures at each Point of Supply reasonably consistent with the nominal voltage requirements of the CTA Facilities at such Point of Supply.

SECTION 3.03. Edison shall supply and/or deliver electricity hereunder at each additional CTA Substation provided by CTA and shall, in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates at its own expense, provide adequate Supply Facilities for such purpose. Such electricity shall be 60-cycle alternating current supplied and/or delivered at a delivery pressure of 12,000 volts unless Edison consents to or elects a different voltage.

SECTION 3.04. Unless Edison otherwise consents, Edison shall, not be obligated to add to its existing 25-cycle Supply Facilities for any purpose hereunder or, after December 31, 1959, to supply and/or deliver 25-cycle alternating current to CTA's Calvary Substation. CTA may move 25-cycle Facilities from one substation to another in existence at the date hereof if Edison is not thereby required to add to its 25-cycle Supply Facilities but CTA may not change the location of any 25-cycle substation, nor acquire any additional 25-cycle Facilities. In case CTA shall not have utilized, through conversion for electric transportation service, any 25-cycle electricity at a substation for a period of 12 months, Edison shall have the right to remove all its 25-cycle Facilities and shall not be obligated again to supply and/or deliver 25-cycle electricity at such substation.

SECTION 3.05. Edison shall, in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates at its own expense, operate and maintain all Supply Facilities. As provided in Section 3.03, Edison shall, at in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates at its own expense, provide adequate Supply Facilities for each additional CTA Substation provided by CTA. Subject to the provisions of Section 13.01, CTA shall reimburse Edison monthly for the cost to Edison of all changes in Supply Facilities which result from changes initiated by CTA in CTA Substations. Changes in Edison Facilities at Edison Joint Substations, and changes in Supply Facilities, which result from changes initiated by CTA in Conversion Facilities in Edison Joint Substations, shall be carried out under the provisions of Section 10.04.

SECTION 4.01. The Point of Delivery of electricity supplied and/or delivered hereunder shall be (a) at each CTA Substation, the point or points at which Edison's Supply Facilities enter CTA's premises and (b) at each Edison Joint Substation, the point or points at which the Joint Facilities connect with the Conversion Facilities.

SECTION 4.02. The Facilities to be provided by each party on its side of the Points of Delivery shall include such Facilities as may be specified by the other party as reasonably necessary to protect the Facilities of such other party from damage, service interruptions and

unsatisfactory operating conditions resulting from short circuits, surges, lightning and other similar causes. Such Facilities provided by Edison shall be provided in accordance with the Distribution Facilities part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.01. Edison shall provide, install and maintain suitable AC Metering Facilities at each Point of Supply in accordance with the Metering part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.03. Edison shall provide, install and maintain suitable structures, conduits, cables, wires, panels and test switches, which shall be part of the Joint Facilities, at each Edison Joint Substation for Edison's AC Metering Facilities in accordance with the Metering part of the General Terms and Conditions of Edison's Schedule of Rates.

SECTION 5.06. For a period of not more than three years from the effective date hereof and for such further period as Edison and CTA may agree upon, Edison may, in lieu of providing AC Metering Facilities at the Central Street, Cicero and Forest Park Substations, utilize CTA's direct current metering Facilities for the determination of the alternating current supplied and/or delivered by Edison to CTA hereunder. Edison shall credit CTA monthly for the cost to CTA of any changes in CTA direct current metering Facilities required for such purposes.

SECTION 5.08. CTA's ~~Maximum Demand~~ MKD hereunder shall be determined from registration of ~~recording interval~~ demand recording (IDR) register meters installed in connection with the watt-hour Billing Meter or Meters at each Point of Supply. The Kilowatt-hours Supplied and/or Delivered hereunder shall be determined from watt-hour Billing Meter readings taken monthly and, if practicable, on the last day of each month at midnight. Readings from CTA's direct current metering Facilities, when used pursuant to Section 5.06, shall be adjusted to the basis of alternating current at the delivery pressure by the application of factors agreed upon by Edison and CTA.

SECTION 6.01. All Billing Meters shall be tested and calibrated by Edison, in the presence of CTA representatives if CTA desires, quarterly or at such other intervals as may be agreed upon as provided by 83 Illinois Administrative Code Part 410 or its successor, and Edison shall give CTA at least 24 hours' advance notice of each test.

SECTION 6.02. A Billing Meter shall be deemed to be accurate if it registers within ~~one per cent of accuracy~~ the requirements as provided by 83 Illinois Administrative Code Part 410 or its successor. If, as a result of any test, a Billing Meter shall be found to be inaccurate, it shall be restored to an accurate condition or be replaced. CTA shall have the right at any time to require that a test be made of any Billing Meter, by making

a request therefor to Edison. As soon as practicable thereafter, and in any event within the requirements as provided by 83 Illinois Administrative Code Part 410 or its successor~~ten days~~, Edison shall test and calibrate such meter.

SECTION 6.03. If, as a result of any test, any Billing Meter shall be found to be inaccurate~~more than two per cent from 100% accuracy~~, then the readings of such meter previously taken shall be corrected according to the percentage of inaccuracy from 100% so found, but no such correction shall, unless otherwise agreed upon, extend back beyond one-half of the period between the date of such test and the date of the last prior test.

SECTION 6.04. If any Billing Meter shall, as a result of a test requested by CTA, be found to be ~~not more than one per cent inaccurate~~, CTA shall reimburse Edison as provided by 83 Illinois Administrative Code Part 410 or its successor~~for the cost to Edison of such test~~. The cost of all other tests shall be borne by Edison. All Billing Meters may be kept under seal by Edison.

SECTION 7.01. ~~Canceled. CTA's Maximum Demand for any month shall be the average number of kilowatts supplied to CTA in the three hours of such month in which CTA's demand is highest; provided, however, that no more than one such hour shall be selected from any one day. The demand for each hour of the month shall be the sum of the kilowatthours delivered to CTA in such hour at all Points of Supply.~~

[NOTE: The change to 7.02 is a change from the 1998 Amendment]

Section 7.02 ~~Canceled. CTA's Billing Demand for any month shall be the Maximum Demand in such month.~~

In the event that CTA elects to be served under the terms of Rider GCB - Governmental Consolidated Billing ("Rider GCB"), subsequent to such rider's effective date, CTA's kilowatts of demand shall be included in the determination of the Coincident Demand, as defined in Rider GCB, for the Rider GCB governmental participant of which it is a part, and for the purposes herein, "Billing Demand" shall be defined as the kilowatts supplied to CTA that contribute to such Coincident Demand.

SECTION 7.04. ~~Canceled. The Kilowatthours Supplied to CTA in any month shall be the sum of the kilowatthours delivered at all Points of Supply during such month.~~

[NOTE: Changes to 8.01, 8.02, and 8.03 are from the 1998 Amendment]

Section 8.01 ~~Canceled. For each month, CTA shall pay Edison a demand charge per kilowatt of Billing Demand for such month as follows:~~

For Summer Months	_____	\$7.41
For All Other Months	_____	\$5.83

~~For the purposes hereof the "Summer Months" shall be CTA's first billing period with an ending meter reading date on or after June 15 and the three succeeding monthly billing periods.~~

~~If CTA elects to take service under the terms of Rider GCB, subsequent to such rider's effective date, it shall continue to pay the demand charge as provided in this Section 8.01 in lieu of the Maximum Demand Charge and Coincident Demand Charge provided in Rider GCB.~~

~~Section 8.02 Canceled. For each month, CTA shall pay Edison energy charges per kilowatt hour for the Kilowatthours Supplied in such month as provided in Rate 6L - Large General Service Time of Day, or its successor, as on file with the Illinois Commerce Commission (ICC) and as may be changed, amended, or modified from time to time.~~

~~Section 8.03 Canceled. For each month, CTA shall pay Edison a fixed charge of \$258.33 for each Point of Supply. If CTA elects to take service under the terms of Rider GCB subsequent to such rider's effective date, for each month, in lieu of the aforementioned charge of \$258.33, CTA shall pay Edison a fixed charge of \$146.65 for each Point of Supply, and CTA shall pay such charge for each Point of Supply in lieu of the Monthly Customer Charge provided in Rider GCB.~~

~~SECTION 8.04. Canceled. For each month, CTA shall pay Edison a revenue tax charge equal to the amount of all gross revenue or similar taxes which Edison has paid or is obligated to pay on the taxable revenues received by Edison hereunder for the preceding month. For the first month of service hereunder, such charge shall be based on the revenues received by Edison from CTA under the prior agreement dated May 1, 1949, for service in the City of Chicago, for the month of July, 1958.~~

~~SECTION 8.05. Canceled. CTA shall be entitled to a credit against each month's billing equal to the amount of any gross receipts or similar tax which Edison (a) would have been obligated to pay on billings to CTA under Edison's regularly filed rates in such month had such billings been payable by other customers of Edison, (b) would not have collected from other customers under provisions of its rate schedules or otherwise as a separate or identifiable portion of the charges to such other customers, and (c) is not obligated to pay with respect to such billings to CTA. CTA shall also be entitled to a credit against the first month's billing hereunder in the amount of \$28,000 in settlement of CTA's claims with respect to like credits for periods prior to the effective date hereof.~~



~~Section 8.06 Canceled. If CTA elects to take service under the terms of Rider GCB subsequent to such rider's effective date, it shall pay monthly meter rental charges as provided in Rider GCB.~~

~~Section 8.07 Canceled. CTA shall pay to Edison an amount equal to \$1,000,000 plus any applicable state, regulatory, and municipal cost additions and taxes within ninety (90) days of the Amendment Date.~~

~~Section 8.08 Notwithstanding. In conjunction with the provisions contained in Sections 3.03 and 3.05, for any future Points of Supply, or for any modifications made to existing Points of Supply, CTA shall pay to Edison any and all amounts for optional nonstandard services and facilities as deemed to be in excess of~~

standard facilities for such Points of Supply as determined under Rider NS – Nonstandard Services and Facilities and Rider ML – Meter-Related Facilities Lease6 Optional or Non-Standard Facilities.

Section 8.09 ~~Canceled. Except as provided herein, if CTA elects to take service under the terms of Rider GCB, subsequent to such rider's effective date, CTA shall be subject to all of the terms and conditions of such rider.~~

SECTION 8.10. CTA shall pay Edison applicable charges for supply and/or delivery hereunder in accordance with Edison's applicable rate(s).

SECTION 15.04. CTA hereby grants Edison for the term hereof the right to continue to locate on, in or over CTA Facilities certain cable and other Facilities used to supply and/or deliver electricity to and control Edison Joint Substations and CTA Substations.

SECTION 18.03. Should CTA fail to pay in full any bill when due, Edison shall have the right to discontinue, for that cause, the supply and/or delivery of electricity hereunder until such bill is paid, after giving CTA ~~15 days~~² notice of Edison's intention to do so in accordance with 83 Illinois Administrative Code Part 280 or its successor. Any such discontinuance shall not discharge CTA from its obligation to continue to make any and all payments in accordance with the provisions hereof. The right of Edison to discontinue delivery of electricity as above provided shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing.

SECTION 20.01. Edison shall not be liable to CTA for any loss or damage resulting from non-delivery of all or any portion of the electricity to be supplied and/or delivered to CTA hereunder unless such non-delivery occurs through the negligence or willful default of Edison. Edison shall, however, in the event of any such reduction or cessation of service, promptly take all reasonable steps to correct the situation and resume full service at the earliest practicable time.

SECTION 24.01. The percentages set forth in Sections 1.01(4), 1.01(5), 1.01(6) and 1.01(28) shall be subject to redetermination from time to time ~~upon the written demand of either party to the other. Neither party may request a redetermination of any percentage more than once prior to July 31, 1963, nor more than once in any period of 60 consecutive months thereafter~~ in accordance with Edison's General Company Order No. 25. If the parties agree in writing to a new percentage within 90 days from the date of such request, such new percentage shall become effective on the first day of the month following such agreement. If the parties are unable to agree upon a new percentage within such 90 day period, a new percentage shall be determined by Edison's regular independent public accountants which shall be a firm of recognized national standing. If determined by the accountants, aAny new percentage determined for Section 1.01(28) shall be the percentage determined by relating (a) the number of employees which would be required by Edison to operate

substations containing only the Conversion Facilities which are located in Edison Joint Substations to (b) the number of employes which would be required by Edison to operate (i) substations containing only the Conversion Facilities (and the necessary related Facilities) which are located in Edison Joint Substations and (ii) substations containing only the Edison General Service Facilities (and the necessary related Facilities) which are located in Edison Joint Substations. ~~Such new percentage shall become effective retroactively as of the first day of the month following the end of such 90 day period.~~

TABLE OF CONTENTS

	Beginning Sheet Number
Table of Contents	1.01
Preliminary Statement	3
Cities and Villages and the Unincorporated Contiguous Territory to which this Schedule is Applicable	4
* RATES	
Rate 1 Residential Service	9
Rate 1H Residential Service - Add On Heat Pump Customers	16
Rate 1DR Residential Service - Time of Day	18
Rate 6 General Service	24
Rate 6L Large General Service	28
Rate 14 Residential Service - Space Heating Customers	34
Rate 18 Standby Service	38
Rate 23 Municipal Street Lighting	46
Rate 24 Water-Supply and Sewage Pumping Service	49
Rate 25 Street, Highway and Traffic Signal Lighting	51
Rate 26 Private Outdoor Lighting	53
Rate 87 Governmental Service - Certain Rockford Customers	55
Rate BES-R Basic Electric Service-Residential	304
Rate BES-NRB Basic Electric Service-Nonresidential (Blended)	311
Rate BES-NRA Basic Electric Service-Nonresidential (Annual)	319
Rate BES-H Basic Electric Service-Hourly Energy Pricing	330
Rate BES-L Basic Electric Service-Lighting	337
Rate BES-RR Basic Electric Service-Railroad	345
Rate CS Contract Service	55.50
Rate CTC Customer Transition Charge	134
Rate HEP Hourly Energy Pricing	55.70
Rate IPP Independent Power Producer Service	55.77
Rate MSPS Metering Service Provider Service	182
Rate MSPS7 Metering Service Provider Service 2007	397
Rate PR Partial Requirements Contract Service	140
Rate RCDS Retail Customer Delivery Service	108
Rate RDS Retail Delivery Service	355
Rate RESS Retail Electric Supplier Service	162
Rate RESS7 Retail Electric Supplier Service 2007	385
Rate RHEP Residential Hourly Energy Pricing (Experimental)	55.40
Terms and Conditions	55.8

(Continued on Sheet No. 1.02)

Filed with the Illinois Commerce Commission on
August 31, 2005.
Asterisk (*) indicates change.

Date Effective: October 15, 2005
Issued by F. M. Clark, President
Post Office Box 805379
Chicago, Illinois 60680-5379