

GENERAL RULES AND REGULATIONS

SECTION XII. EXTENSION OF OVERHEAD DISTRIBUTION SYSTEM-(CONT'D.)

H. Service to Trailers and Trailer Courts - (Continued)

2. Service to Trailer Courts - (Continued)

b. (Continued)

written request by the trailer court operator, such bills will be addressed jointly in the names of the trailer court operator and the trailer occupant, in which case the trailer court operator and the trailer occupant shall be jointly and severally responsible for the payment of such bill. Electric service for the trailer court office and facilities installed for the benefit of all trailer occupants in common will be metered independently of any trailer occupant use and billed to the trailer court operator on the applicable general service rate. The above provisions apply to trailer or mobile home courts.

c. Extension of Service to Trailer Courts

Where Company extends electric service to a trailer court, under (a) or (b) above, the trailer court owner shall deposit with Company or at Company's option sign a standard line extension guarantee agreement for the total cost as estimated by Company of extending the electric facilities necessary to render the desired service. Such deposit, if required by Company, shall be subject to refund in accordance with Company's rules and regulations applicable thereto.

GENERAL RULES AND REGULATIONS

SECTION XII. EXTENSION OF OVERHEAD DISTRIBUTION SYSTEM-(CONT'D.)

I. General Provisions.

1. In designating class of service to be supplied to any customer, Company will take into consideration Customer's location and the size and characteristics of the load to be connected.
2. Extensions made by Company hereunder shall be and remain permanently the property of the Company.
3. Prospective Customer shall furnish as requested by the Company for the construction of the extension, and without cost to the Company, a right-of-way cleared of all trees or other obstructions and with continuing rights thereafter to trim such trees as might interfere with the delivery of proper service over said lines, and any easements that may be deemed necessary by the Company.
4. In determining revenues, items such as miscellaneous charges, and any sales or other applicable taxes paid by Customer shall be excluded.
5. The revenue from temporary service connections shall not be considered in computing the revenue from an extension.
6. In cases of enlargements or re-enforcements of existing facilities, in which all electric service taken by Customer is measured by the same meters, the estimated revenue to be considered hereunder shall be the amount by which the estimated annual revenue through the enlarged facilities exceeds the revenue received during the twelve month period prior to such enlargement.

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GENERAL RULES AND REGULATIONS

SECTION XII. EXTENSION OF OVERHEAD DISTRIBUTION SYSTEM-(CONT'D.)

I. General Provisions - (Continued)

7. An extension of the distribution system will be considered as completed when Company has erected its line adjacent to premises to be served, and is ready to connect and supply electric service thereto.
8. Where, in Company's opinion, the load to be supplied from an extension is of such a nature as to adversely affect the quality of Company's service, Company reserves the right to refuse to make any extension to a Customer's premises until Customer agrees to provide or pay for all equipment necessary to correct the objectionable condition.

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GENERAL RULES AND REGULATIONS

SECTION XIII. PROVISIONS GOVERNING THE EXTENSION OF ELECTRIC FACILITIES AND THE SUPPLY OF ELECTRIC SERVICE TO CUSTOMERS FOR USE IN NATIONAL DEFENSE OPERATIONS.

Customers whose requirements for electric service have been created in whole or in part by National Defense activities, or who are engaged directly or indirectly in defense production have the option of purchasing electric service under any of Company's applicable rate schedules subject to either of the following plans:

- A. Under Company's Regular Rules Governing Extension of Overhead Distribution System except as herein modified:
1. Where a Customer is unable to contract for a term of more than one year, all estimated revenues upon which line extension charges are determined by Company will be based on one year's estimated revenue.
  2. Where paragraph (1) above applies, any monthly payments to be guaranteed by Customer shall be equal to one-twelfth of the total amount of the guarantee required and determined in accordance with the aforesaid rules.
  3. A guarantee shall terminate within the twelve months' guarantee period should the total revenue from the premises covered by the guarantee equal the total amount guaranteed.
- B. Under the provisions hereof Governing the Extension of Electric Facilities and the Supply of Electric Service to Customers for Use in National Defense Operations:
1. Connection Charge.

Customer shall specify in kilovolt-amperes the maximum capacity of electric service required and shall pay to Company as a connection charge, the installed cost, as estimated by Company, of all service facilities required,

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GENERAL RULES AND REGULATIONS

SECTION XIII. NATIONAL DEFENSE OPERATIONS - (CONTINUED)

B. (Continued)

1. Connection Charge - (Continued)

whether newly installed or theretofore installed, which are allocable to the supply of Customer's specified requirements, less 25% of the estimated cost thereof as the estimated salvage value of such facilities. Company shall bill Customer for the connection charge upon completion of the installation of such service facilities and Customer shall pay such bill within ten days of the date thereof.

2. Refund of Connection Charge.

Customers who utilize the electric service supplied by Company under the provisions hereof shall receive a monthly refund of a part of the connection charge for such service facilities.

The amount of such monthly refund shall be determined in accordance with the provisions of the following Paragraph 3 and shall continue:

- a. Until such time as the total of refunds equals the amount of the connection charge, or
- b. Until contract for the electric service provided for hereunder is cancelled, or
- c. Until fifteen years from the date of the initial use of service through such service facilities shall have elapsed,

whichever of the above shall first occur.

GENERAL RULES AND REGULATIONS

SECTION XIII. NATIONAL DEFENSE OPERATIONS - (CONTINUED)

B. (Continued)

3. Determination of Amount of Refund.

Refund of connection charge will be based upon Customer's bill for electric service, exclusive of any billing for other services, materials, rentals, or taxes which may appear on the service bill. The amount of monthly refund to which Customer is entitled shall be determined as follows:

- a. In cases of service facilities provided for new enterprises not already supplied with electric service or for additions to existing enterprises where the electric service used in such additions is to be measured by a separate meter and billed for separately, the monthly refund shall be based upon 10% of the monthly bill for electric service supplied through such service facilities.
- b. In cases of enlargements or re-enforcements of existing service facilities, in which all electric service taken by Customer is measured by one set of meters, the refund shall be 10% of the amount by which the monthly bill for electric service exceeds Customer's average monthly bill for electric service during the twelve month period prior to commencement of use of service through the enlarged service facilities.

4. To Whom Paid.

Refunds will be made to the Customer who pays the connection charge unless such Customer shall designate another payee in lieu of himself.

GENERAL RULES AND REGULATIONS

SECTION XIII. NATIONAL DEFENSE OPERATIONS - (CONTINUED)

B. (Continued)

5. Ownership of Service Facilities.

All service facilities provided by Company will be and remain the property of Company, and Company shall have the right to remove, or otherwise dispose of, such service facilities or to substitute other facilities for the supply of Customer's service whenever, in the opinion of Company's engineers, such action is desirable, provided that the provisions of this paragraph shall not relieve the Company of any contract obligations that may exist to supply electric service to Customer.

6. Special Provisions.

Anything in Company's rates, rules or regulations to the contrary notwithstanding, Customers contracting under the terms of these National Defense provisions shall be supplied with electric service under the following provisions:

- a. Customer may elect to contract separately for re-requirements for electric service to be used in defense production with separate metering thereof, or to combine such new requirements for electric service with existing requirements for measurement by one meter and purchase under a single contract.
- b. Customer shall not be required to sign a contract for the new or expanded requirements for a term of more than one year, but such contract shall be self-renewing from year to year until cancelled by Customer.

GENERAL RULES AND REGULATIONS

SECTION XIII. NATIONAL DEFENSE OPERATIONS - (CONTINUED)

B. (Continued)

6. Special Provisions - (Continued)

- c. Contract shall be subject to cancellation or reversion to Customer's normal requirements at any time by the Customer upon ninety days' prior written notice to Company, and thereafter Company will discontinue refunds of the connection charge.
- d. Customer may select for each yearly term of the contract any one of Company's rate schedules applicable to the service, as provided for in Section V-G.
- e. At any time within fifteen months after such cancellation, or reversion to normal requirements by Customer, or termination thereof for any cause, Customer shall have the privilege of again contracting for service of equal or less capacity for use at the same premises and, in such event, Company shall provide specified capacity to Customer without payment of any additional connection charge and resume refunds.
- f. Where the transformer capacity required to supply all of Customer's load is 300 kva or less, Company will designate the primary and secondary voltages which are available for the supply of Customer's service, and Customer may elect to receive service at any voltage so designated by Company.

Where the transformer capacity required to supply all of Customer's load exceeds 300 kva, Company will supply service to Customer's premise at a delivery voltage or a primary service voltage as de-

GENERAL RULES AND REGULATIONS

SECTION XIII. NATIONAL DEFENSE OPERATIONS - (CONTINUED)

B. (Continued)

6. Special Provisions - (Continued)

f. (Continued)

signated by Company. In all such cases it shall be Customer's responsibility to supply any and all substation facilities that may be required to utilize the service supplied by Company, except that Company will furnish and maintain necessary metering facilities to measure the electric service delivered to Customer. Where the transformers required by Customer are a standard stock size with Company and Company has a sufficient number of the required transformers in stock, Customer may rent said transformers from Company subject to Company's standard transformer rental agreement, for use within its substation.

- g. Customer shall specify the amount of capacity in kilovolt-amperes which the Company is to provide and Customer shall not increase its maximum demand above the specified capacity without having made prior arrangements with Company for such increase.
- h. Where electric service is required by a Customer located outside of Company's general service area, Company reserves the right to modify the provisions hereof in accordance with the circumstances involved, subject to approval of the regulatory authorities having jurisdiction.

GENERAL RULES AND REGULATIONS

SECTION XIV. REGULATORY AUTHORITIES.

The rates, riders, rules and regulations contained herein have been filed with and approved by regulatory authorities having jurisdiction and are subject to change or modification to conform to any change made by Company when approved or ordered by said regulatory authorities.

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GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN

A. Energy Usage Reduction Program

The following is an electric energy usage reduction program to be followed in the event a shortage of fuel or electric energy occurs or is threatened. The period the Electric Energy Contingency Plan will be in effect will not extend beyond the duration of the emergency created by the energy shortage. This plan does not foreclose the Company from taking the necessary steps, in whatever order, and with or without notice, to preserve system integrity and prevent the collapse of the entire electric system or interconnected network. Prevailing conditions will be reviewed continuously, and appropriate actions under each step will be taken as conditions warrant. Prior to initiating further steps of the Electric Energy Contingency Plan, the Company will give 24 hours advance notice to the Office of the Chief Clerk of the Illinois Commerce Commission, to the Electric Engineering Section of the Commission, and to the public; said notification to the public will be made through appropriate communications media. The Company will include in all above stated notices the current status of the energy shortage situation as it affects the Company, the expected period of electrical supply (as defined in Paragraph C.) and the degree of success of the prior curtailment step in reducing consumption of electricity, which should thereby indicate the reasons why the Company is taking action to move into the next step of the Electric Energy Contingency Plan.

Step 1: This step shall be taken when the Company's expected period of electrical supply is decreasing, and is estimated to be approximately 60 days at normal operating levels.

- 1.1 Industrial customers will be surveyed to determine anticipated reductions in energy use because they themselves may become short of fuel or manufacturing supplies, and thereby be forced to curtail normal operations. Information will also be gathered regarding the magnitude of non-critical load they could shed, should the need arise.

Step 2: This step will be taken when the Company's expected period of electrical supply is decreasing, and is estimated to be approximately 40 days at normal operating levels.

GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

A. Energy Usage Reduction Program-(Cont'd)

- 2.1 The Company will reduce its own use of electric energy in any way that will not jeopardize essential operations.
- 2.2 The Company shall make public appeals through appropriate news media, asking customers to voluntarily reduce their use of electric energy.
- 2.3 The Company Customer Service and Regional Operations functions will notify large industrial customers of the request for voluntary curtailment.
- 2.4 The Company will notify all sales for resale customers of the request for voluntary curtailment. Such sales for resale customers shall notify their customers of the request for voluntary curtailment.
- 2.5 The contractually interruptible portion of "Interruptible" customer loads shall be curtailed.

Step 3 through and including Step 6 will all be subject to the following statement: "Notwithstanding the provisions of Commission's General Order 172 and its revisions and amendments, a customer not complying with a request by the Company to curtail or discontinue use of electric energy shall be subject to disconnection, after Company has notified such customer and the Commission's Electric Engineering Section not less than 48 hours prior to the actual disconnection, for the duration of the emergency or until the customer agrees to, provides methodology for, and complies with the mandatory curtailment rule in effect at the time." The Commission's Electric Engineering Section will be notified by Company within 48 hours after the reconnection of any customer previously disconnected for not complying with Company's request to curtail or discontinue use of electric energy. Sales for resale customers of the Company will also be expected to follow Steps 3 through 6 as they are placed into effect by the Company.

Step 3: If the Company's expected period of electrical supply continues to decrease and is estimated to be approximately 30 days at operating levels which include Step 2 reductions, customers will be requested by the Company to effect the following:

GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

A. Energy Usage Reduction Program-(Cont'd)

- 3.1 Eliminate all outdoor flood and advertising lighting except for the minimum level necessary to protect life and property, and a single illuminated sign advertising commercial facilities that are open after dark.
- 3.2 Reduce non-essential uses of electricity in residences, stores, offices, and factories as close to minimum functional and safety levels as possible. For example: Reduce general lighting levels; eliminate all show window display, and decorative lighting; reduce the number of elevators operating during non-peak hours; etc.
- 3.3 Reduce parking lot lighting and street and alley lighting, where practicable, to minimum functional and safety levels.
- 3.4 Minimize energy use by maintaining a temperature of no more than 65°F during operation of heating equipment and no less than 80°F during operation of cooling equipment. Also, minimize use of electrically heated hot water.
- 3.5 Adjust work schedules, as for building cleaning and maintenance, restocking, etc., which would require office or industrial facilities to be lighted, heated or cooled beyond normal office or plant hours.
- 3.6 Request curtailment of sports, entertainment and recreational activities consistent with saving energy; for example, eliminate sports requiring lighting and close theaters requiring energy for heating or cooling of facilities, etc.
- 3.7 Request the closure of all public museums, art galleries, historic buildings, etc., requiring lighting, heating or cooling.
- 3.8 Require commercial establishments to operate on a schedule not exceeding six days per week, with a maximum of 48 hours of operation per week (except essential services to the public).

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GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

A. Energy Usage Reduction Program-(Cont'd)

Step 4: If the Company's expected period of electrical supply continues to decrease, and is estimated to be approximately 25 days at operating levels which include Steps 2 and 3 reductions, customers will be requested by the Company to effect the following:

- 4.1 Each industrial user of electric energy to immediately curtail its monthly usage on a continuous basis by at least 30% of its normal requirements. Normal requirements as used herein, shall mean the customer's daily consumption that would have been attained were not conservation or curtailment practices being employed by the customer. The Company will make available to appropriate authorities a current list of its industrial customers and transmit orally with prompt written confirmation, or initially in writing, a directive regarding such curtailment to the affected customers.
- 4.2 Each commercial customer to immediately curtail usage to a maximum 40 hours of operation a week.
- 4.3 Each residential customer to immediately limit usage to the amount necessary to provide safety, security and minimum essential needs.

Customers providing the essential services generally described in Paragraph B shall be exempt from full compliance with the Step 4 requirements.

Steps 5 & 6

The Company will implement the various actions of Steps 5 and 6 as they become necessary to maintain essential services. The Company will take such technical measures in connection with its facilities as are necessary and feasible to implement these steps and to assure continuous electric supply to essential services.

Step 5: Actions to be implemented as necessary.

GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

A. Energy Usage Reduction Program-(Cont'd)

- 5.1 Implement a progressive reduction of industrial and commercial customer use down to levels required for basic plant and employee safety and security.
- 5.2 Require further residential curtailment to minimum levels (minimum "life support" requirements).

The customers excluded from full compliance with Step 5 reductions are the same as those in Paragraph B.

Step 6: The Company will interrupt loads on a rotating basis as may be necessary and feasible according to Company procedures including the following general guidelines:

- 6.1 Advance notice of customer interruptions will be given by release to the news media and to the extent practicable an attempt will be made to notify customers of the approximate time and duration of the interruption. Large commercial and industrial customers will be contacted by the Company Customer Service and Regional Operations functions in accordance with established procedures.
- 6.2 Rotating outages of circuits which are known to include the essential services described in Paragraph B will not be undertaken wherever possible.
- 6.3 Each sales for resale customer will interrupt loads on its system on a rotating basis to achieve the same percentage level of load reduction as the Company's procedures provide.
- 6.4 To the extent possible interruptions of selected circuits for rotating outages will not exceed two hours nor a total of eight hours in any 24-hour period.

B. Essential Services

The group of customers recommended to be exempt as essential services from full compliance with Steps 4 through 6 are listed below.

Industrial and commercial establishments of the types listed below must strive to meet, but are not mandated to meet, the requirements

GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

B. Essential Services-(Cont'd)

of steps 4 through 6. In doing so, such customers should undertake the reduction of electric energy consumption to the fullest practical extent consistent with continued operation of the services, functions, or activities for which the customer is responsible. The following services, however, may be interrupted as part of the implementation of rotating outages.

1. Any facility whose function is known to the Company to be necessary to the support of life.
  - a. Certain hospital services and nursing homes
  - b. Non-hospital facilities, such as iron lungs and kidney machines, and other life support systems.
2. Any facility whose function is known to the Company to be necessary for national, state, or local security.
  - a. Missile sites
  - b. Defense communication network centers
  - c. Civil defense facilities
  - d. Prisons
  - e. Other governmental activities providing emergency services or which are essential to the national defense.
3. Any facility whose function is known to the Company to be necessary to provide essential public services.
  - a. Police and fire control facilities, and essential street and highway lighting services.
  - b. Essential public services including gas, trash, waterworks, pumping and sewage disposal activities which cannot be reduced without seriously affecting public health.

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GENERAL RULES AND REGULATIONS

SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

B. Essential Services-(Cont'd)

- c. Operation, guidance control, and navigation services for public transportation and shipping including rail, mass transit, licensed commercial air transportation, and other essential forms of transportation.
- d. Communication services, including telephone, telegraph, radio, television and traffic control systems.
- e. Medical supply facilities and facilities for the processing, storage and distribution of food which cannot be temporarily reduced without seriously affecting public health and welfare.
- f. Coal mining and related functions.
- g. Gas and petroleum refining and facilities for their production, storage, transmission and distribution.
- h. Essential construction, operation and maintenance activities for energy production and supply if such activities would be of benefit in the instant situation.

Although these types of customers will be given special consideration from the curtailment provisions of this plan, they are encouraged to install emergency generation equipment if continuity of service is essential. In case of customers supplied from multiple sources, only one source will be given special consideration.

C. Definition of Expected Period of Electrical Supply

The expected period of electrical supply for a utility system is that estimated period in days from the most recent reporting date to the time that projected system loads, adjusted as provided below, cannot be met because of insufficient supplies of any element essential to the supply of electrical energy at one or more generating stations. The period is determined by taking into consideration the following factors:

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SECTION XV. ELECTRIC ENERGY CONTINGENCY PLAN-(CONTINUED)

C. Definition of Expected Period of Electrical Supply-(Cont'd)

1. Current supplies of fuels or any other element essential to the supply of energy plus anticipated continuing receipts and transshipments.
2. Projected system loads adjusted for that level of load reduction and curtailment estimated to be in effect.
3. Projected generating schedules considering existing and expected unit outages (forces, maintenance, or refueling), available purchases and firm sales of power and energy, and station operation to conserve and levelize essential supplies.

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# **APPENDIX J**

**Metro East**

**Delivery Services Tariffs**

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**ELECTRIC DELIVERY SERVICE**

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**SCHEDULE OF RATES**  
**FOR**  
**ELECTRIC DELIVERY SERVICE**

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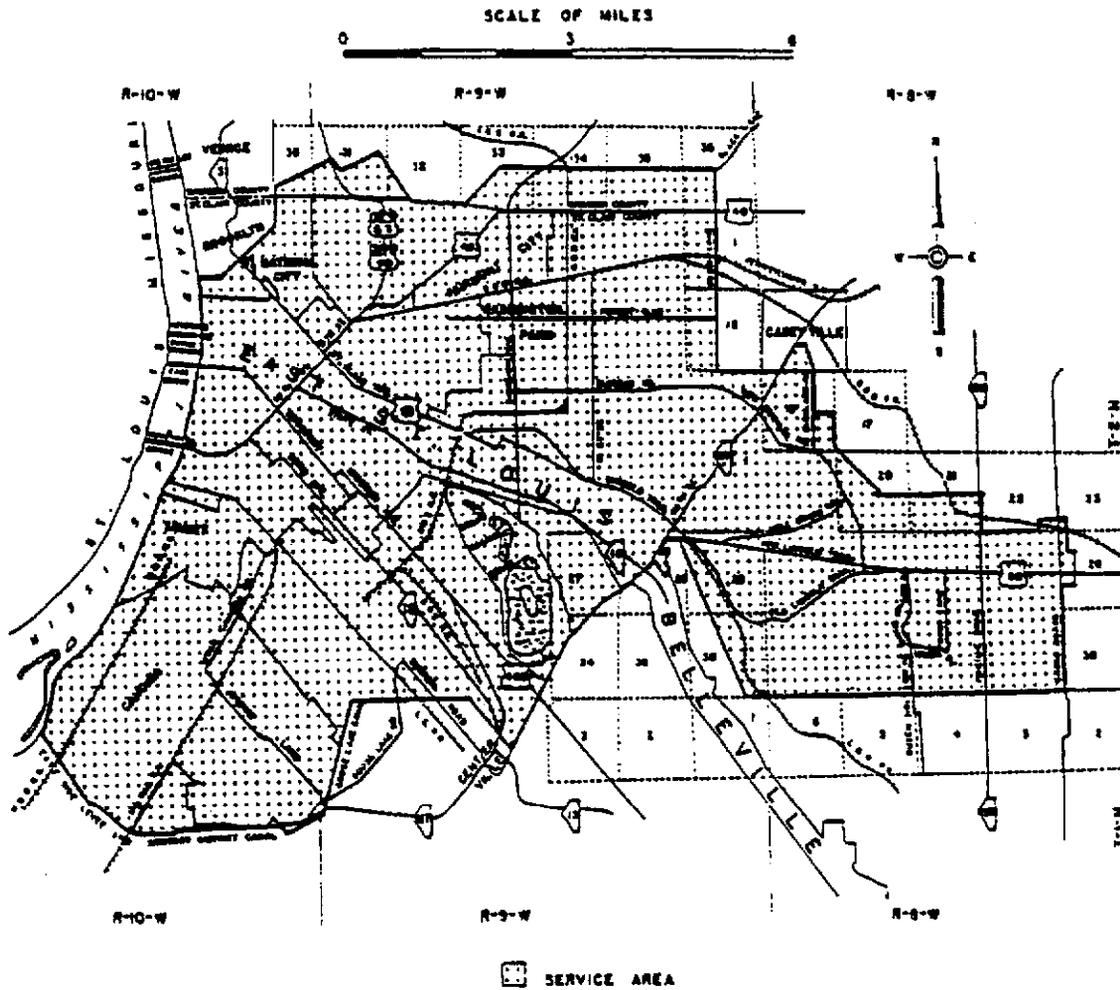
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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS  
TO WHICH THIS SCHEDULE IS APPLICABLE

ST. CLAIR AND MADISON COUNTIES



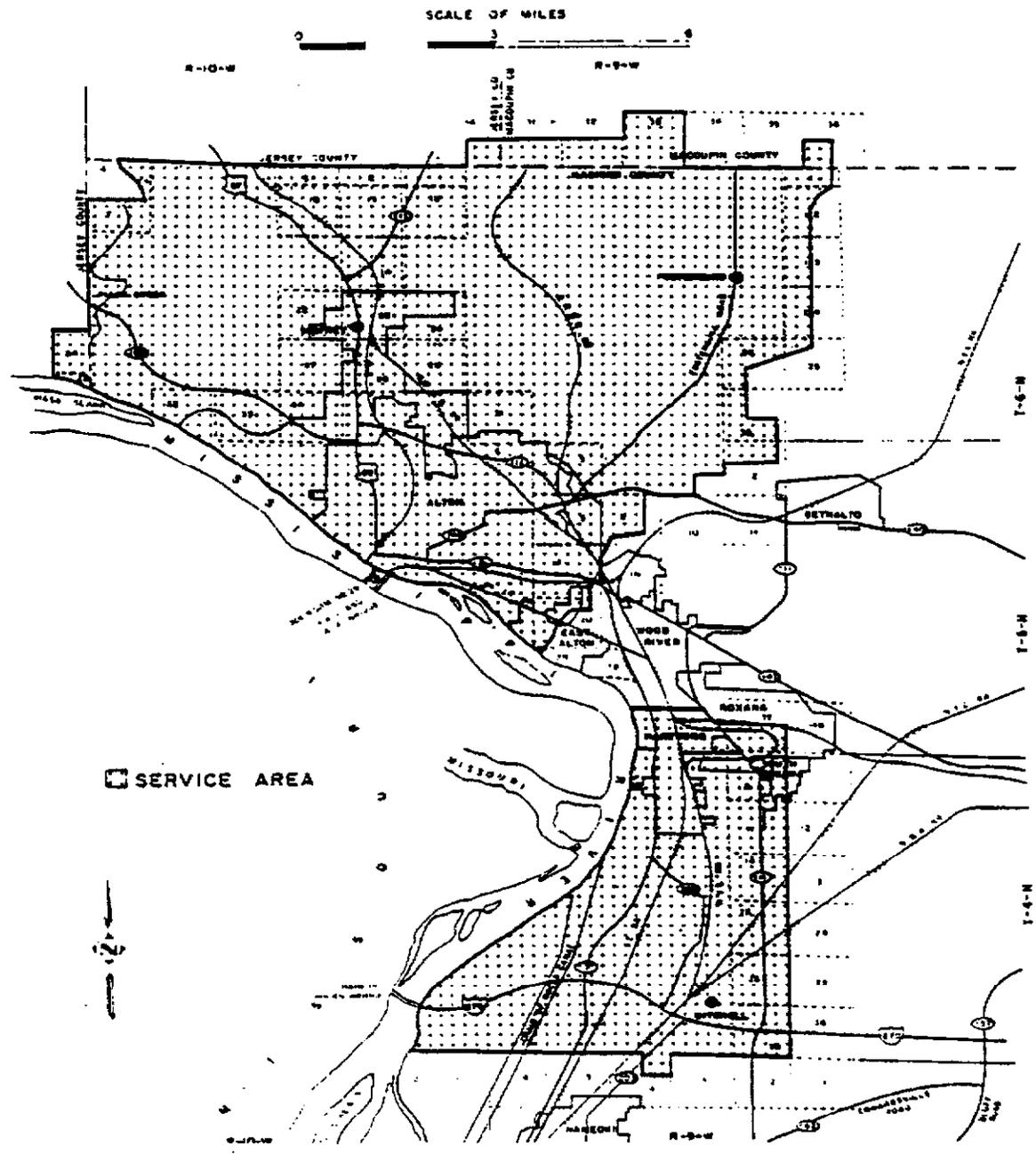
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CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS  
TO WHICH THIS SCHEDULE IS APPLICABLE

MADISON, JERSEY AND MACOUPIN COUNTIES



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**CITIES, VILLAGES, COMMUNITIES AND ADJACENT AREAS TO WHICH THIS  
SCHEDULE IS APPLICABLE**

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The areas described below comprise the Service Areas of the Company in the State of Illinois.

A. St. Clair County, Illinois

All territory generally served by the Company in St. Clair County as shown on Map, Sheet No. 2.

B. Madison, Jersey and Macoupin Counties, Illinois

All territory generally served by the Company in Madison, Jersey and Macoupin Counties as shown on Map, Sheet No. 3.

C. Adams County, Illinois

Deleted

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**DELIVERY SERVICES GENERAL TERMS AND CONDITIONS**

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**A. NATURE OF SERVICE**

1. Delivery Services. These Delivery Services General Terms and Conditions govern the Delivery Services the Company shall provide to retail electric energy customers for a separate power and energy purchase whether such customers purchase the power and energy services from a RES or the Company pursuant to an Unbundled Power and Energy Tariff under this Electric Delivery Service Schedule III. C. C. No. 17 ("Schedule").

The Company shall provide Delivery Services pursuant to this Schedule only in its Service Area.

All services covered by the Company's OATT shall be considered transmission services and shall be provided exclusively at the prices and in accordance with the terms and conditions set forth in the Company's OATT. Unless otherwise expressly offered in this Schedule, the Company's OATT or other Agreement, the Company has no obligation to provide the customer with any other service.

2. Delivery Services Rates and Charges
  - a) The charges, terms and conditions for taking Delivery Services for each Service Classification are contained in this Rate Schedule. The charges and associated provisions for taking service under the Unbundled Power and Energy Tariffs are also contained in this Rate Schedule.
  - b) Miscellaneous fees and charges associated with taking Delivery Services are contained in this Rate Schedule.
  - c) Add-on taxes, supplemental customer charges and other tariffs applicable to Delivery Services customers are contained in this Rate Schedule.
3. Delivery Services Implementation Plan ("Plan"). The Company has described in the Plan the process and procedures by which it intends to offer Delivery Services and to insure an orderly transition and the continuance of reliable service. The customer should also refer to the Plan, particularly the Customer Handbook, to help customer understand his rights and duties under this Schedule.

The Company may add to or change the Plan from time to time as it deems appropriate to reflect the provisions of this Schedule. However, the Company shall not be held liable for any technical failure to comply with the terms of the Plan. In the event of any inconsistency between the Plan and this Schedule, this Schedule shall govern.

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**DELIVERY SERVICES GENERAL TERMS AND CONDITIONS**

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**B. CUSTOMER ELIGIBILITY**

Eligibility. Only eligible customers as defined herein may receive Delivery Services pursuant to this Schedule. The ability of non-residential customers to select Delivery Services is a phased process for the period October 1, 1999, to December 31, 2000 ("Eligibility Transition Period"). The procedures described in the Delivery Services Implementation Plan implement the customer selection process during the Eligibility Transition Period pursuant to 220 ILCS 5/16-104(a), approved by the ICC in Docket No. 98-0650. On and after December 31, 2000, all non-residential customers shall be eligible for Delivery Services. On and after May 1, 2002, all residential customers shall be eligible for Delivery Services.

**C. DEFINITIONS**

1. Act. The Electric Service Customer Choice and Rate Relief Law of 1997.
2. ARES. An Alternative Retail Electric Supplier as defined in Section 16-102 of the Act.
3. Ancillary Services. Those services that are included as Ancillary Services in the Company's OATT, excluding Schedule 9, Loss Compensation Service. The terms and conditions described herein that apply to Ancillary Services are intended by the Company to describe how the Company will apply the Company's OATT to retail service and are intended to be consistent with the terms of the Company's OATT. To the extent there is a conflict between this Schedule and the Company's OATT, the Company's OATT shall govern.
4. Company. Central Illinois Public Service Company, d/b/a/ AmerenCIPS. From time to time Ameren Services Company will act as agent for AmerenCIPS
5. Company's OATT. An Open Access Transmission Tariff on file with the FERC that sets forth and Ancillary Services to eligible customers. The term shall include without limitation, the Company's Open Access Transmission Tariff on file with the FERC in Docket No. EC96-7-000, the terms and conditions under which the Company or its agent provides Transmission Service the Midwest Independent System Operator's Open Access Transmission Tariff on file with the FERC in Docket No. ER98-1438-000, and their successors.
6. Customer Self-Manager ("CSM"). A retail customer managing its own supply of power and energy. A customer with an annual peak demand of one megawatt or more may act as a CSM and manage its own power supply. A CSM that is not itself an ARES will purchase power and energy only from entities that are RESs. It must comply with the applicable terms of Company's Retail Electric Supplier Terms and Conditions on file with the Illinois Commerce Commission.

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**DELIVERY SERVICES GENERAL TERMS AND CONDITIONS**

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7. Delivery Point. The Company's meter or a point designated by the Company.
8. Delivery Services. Those services as described in this Schedule that are provided by the Company and that are necessary in order for the Company's transmission and distribution systems to function so that retail customers located in the Company's Illinois service area can receive electric power and energy from suppliers other than the Company, and shall include, without limitation, standard metering and billing. At this time, Delivery Service shall include the following:
  - a) Distribution of power and energy delivered to customers;
  - b) Reactive power supply correction supplied from distribution equipment;
  - c) Transmission services except ancillary services;
  - d) The FERC Ancillary Services of the Company's OATT;
  - e) Metering and Billing Services; and
  - f) System Black Start Capacity (No charges are included specific to this service at this time.)
9. Delivery Services Provider ("DSP"). The Electric Utility providing delivery services.
10. Demand. The highest average load in kilowatts during any period of fifteen consecutive minutes during the interval between regular monthly meter readings.
11. Direct Access Service Request ("DASR"). A request made by a RES or a CSM to the Company on behalf of an individual customer to establish, modify or terminate a relationship that the customer has with the RES. The DASR submitted by a RES shall become effective as described herein unless objected to by the customer at least two business days prior to the proposed effective date. Once effective, the DASR shall remain in effect until made ineffective on the effective date of a subsequent DASR, until terminated by the RES through a termination DASR and scheduled for termination by the Company, or until terminated by the customer upon a request to return to Company service. A DASR is a binding commitment on the part of the customer to take service and on the part of the RES to provide service in accordance with the DASR and this Delivery Services Schedule and the Retail Electric Supplier Terms and Conditions.
12. Electric Utility. A public utility, as defined in Section 3-105 of the Act, that has a franchise, license, permit or right to furnish or sell electricity to retail customers within a service area.
13. Eligible Customer ("Customer"). A retail customer that meets the eligibility requirements of section 16-104 of the Electric Service Customer Choice and Rate Relief Law of 1997.
14. Residential Customer. A customer served by the Company at an individually metered residence or apartment consisting of one or more rooms for the use of one or more persons as a

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- housekeeping unit with space for eating, living and sleeping, and permanent provisions for cooking and sanitation.
15. Retail Customer. A single entity using electric power or energy at a single premise as defined in Section 16-102 of the Act.
16. Retail Electric Supplier ("RES"). An ARES, Electric Utility other than the Company or any other non-utility entity authorized by the Act to provide electric power and energy at retail to Delivery Services customers, provided the following conditions are met:
- a) It is in compliance with the Act, as originally enacted or as it may be amended from time to time.
  - b) It is in compliance with the Company's Retail Electric Supplier Terms and Conditions on file with the Illinois Commerce Commission.
  - c) It has received the appropriate certification from the Illinois Commerce Commission.
17. Service Area. Includes: (1) The geographic area within which an Electric Utility is lawfully entitled to provide electric power and energy to retail customers, and (2) the location of any retail customer to which the Electric Utility is lawfully providing Electric Utility services.
18. Small Commercial Customer. A non-residential retail customer consuming 15,000 kilowatt-hours or less of electricity annually.
19. Transmission Service. Point-to-Point Transmission Service, Network Integration Transmission Service and all Ancillary Services as those terms are defined in the Company's OATT. The terms and conditions described herein that apply to Transmission Service are intended by the Company to describe how the Company will apply the Company's OATT to retail service and are intended to be in compliance with the terms of the Company's OATT. To the extent there is a conflict between this Schedule and the Company's OATT, the Company's OATT shall govern.
20. Unbundled Power and Energy Service. Any tariff on file with the Illinois Commerce Commission that offers and prices power and energy services separately from Delivery Services, including but not limited to the Rider PPOS, Rider NNPS and Rider PRPS. Any tariff in effect prior to the effective date of the Electric Service Customer Choice and Rate Relief Law of 1997 shall not be an Unbundled Power and Energy Tariff.

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**D. GENERAL PROVISIONS**

1. Application for Service. Any person, firm or corporation whose premises are adjacent to the Company's lines can obtain service by making application in the manner regularly in use at the time. A separate application shall be made for each location. When a written service agreement is required by the Company, it shall be signed by the customer or by its duly authorized agent and accepted by the Company before service is supplied. No agent has the power to amend, modify or alter an accepted service agreement or waive any of its conditions, or bind the Company by making any promise or representation not contained therein.
2. Registration for Delivery Service. An existing customer other than a CSM with the right to receive Delivery Services pursuant to Illinois law and desiring to take Delivery Services under this Schedule shall enroll through a RES by providing the RES with the necessary enrollment information. Thereafter, the RES shall act as the agent for the customer in arranging Delivery Services through a DASR. A customer other than a CSM may not directly submit a DASR to the Company.

The customer may arrange to receive Delivery Services pursuant to this Schedule by directly notifying the Company of its election to purchase energy services from the Company pursuant to an Unbundled Power and Energy Tariff.

3. Provide Delivery Services. The Company shall provide Delivery Services to an eligible customer who elects to receive such service pursuant to this Schedule and in accordance with the applicable tariffs comprising this Schedule. The Company shall not be obligated to provide power and energy to the customer under these General Terms and Conditions. An eligible customer may also take power and energy service from Company under the provisions of any Unbundled Power and Energy Tariff in effect and receive Delivery Service.
4. Type of Service. Electric service on the Company's system is sixty-cycle alternating current provided at either primary, secondary or higher service voltages. The customer may not receive any other Type of Service from a RES.
5. Non-Standard Forms of Service. Non-standard (optional) forms of service shall include all services where the phase and/or voltages are other than the Company specified "Standard" phase and voltage(s). Such non-standard services shall be available to applicant/customers in, but not limited to, instances where a) only "non-standard" service facilities are in-place at, or near, the requested service location; b) the applicant/customer agrees to accept the requested service under the applicable Rates, Riders, and/or Terms and Conditions provisions set-forth in this schedule; or c) the Company determines that, in accordance with its standard engineering practices and/or for economic reasons, such service shall be made available to customer as a "standard" form of service. In each case the customer will be advised by the Company of the voltages and phases

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available to the customer and the charges, if any, relative thereto as set forth in the Non-Standard Service Charges section of this schedule.

6. Renewal of Service Agreement. If upon the expiration of any service agreement for a specified term, the customer continues to use the service, the service agreement (unless otherwise provided therein) will be automatically renewed for successive periods of one year each, subject to termination at the end of any service agreement year upon 30 days' prior written notice by either party.
7. Assignment. No agreement for service may be assigned or transferred without the written consent of the Company. This restriction or assignability of delivery services does not apply to the purchase of power under Rider PPOS.
8. Resale of Delivery Services. The Company will not furnish Delivery Services for resale in any instance, except by and with the Company's written consent.
9. Deposit. The Company may require the customer to make a reasonable deposit at any time to secure the prompt payment of bills in accordance with the rules and regulations of the Illinois Commerce Commission, and may require from time to time such reasonable increase in said deposit as may be warranted by customer's use.
10. Tariffs Subject to Illinois Commerce Commission. All charges, Terms and Conditions, Riders and Tax Additions of the Company applicable to service supplied under this Rate Schedule are subject to approval, termination, change or modification by the Illinois Commerce Commission, to the extent permitted by law.
11. Selection of Delivery Service Classification. When two or more classifications of Delivery Services are available for a given customer, the choice shall lie with the customer. A customer, having selected a classification of Delivery Services, may not change to another classification of Delivery Services within a twelve-month period except as provided for in the Tariff.
12. Exclusive Service. Except in cases where the customer has a service agreement with the Company for reserve or auxiliary service, or for parallel operation, or has an agreement for the use of electric generating equipment which is utilized only in the event of interruption in the Company's service or purchases Power and Energy under the Unbundled Power and Energy Tariff, no other power and energy service shall be used by customer on the same premise.
13. Owner's Consent to Occupy. In case the customer is not the owner of the premises or of intervening property between the premises and the Company's lines, the customer shall obtain from the property owner or owners the necessary consent and right of way easements when required to install and maintain upon, in or over, and remove from said premises (and

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intervening property) all electrical equipment necessary or convenient for supplying electricity to the customer.

14. Permits and Inspection Fees. The customer shall secure and pay for all permits, required by constituted authorities, for the installation and operation of the electrical wiring and other electrical equipment on the premises.

15. Requirements of Customer's Load.

- a) All of customer's lighting equipment, motor driven equipment, apparatus, and appliances shall have such characteristics or be equipped with corrective devices so as to enable Company to maintain a satisfactory standard of service. In the case of high motor starting current, violently fluctuating or intermittent loads, etc., Company reserves and shall have the right to require customer to install, at his own expense, apparatus to correct the objectionable conditions.
- b) When a separate or oversized substation or transformer must be installed specifically to eliminate the effect of the objectionable load characteristic from the distribution system which would otherwise have the capacity to supply a normal load of the same size, or where separate transformers and/or service are installed at customer's request to supply any apparatus which is sensitive to voltage, the cost of such substation or transformer is considered as the corrective device under (a) above and shall be paid by customer as prescribed in (e) below.
- c) Company's rates applicable to industrial and commercial services are based on all such customers maintaining a power factor of not less than 90% lagging. In the event a customer's power factor is less than 85% during periods of normal operation, Company reserves and shall have the right to require customer to install at his own expense such corrective equipment as may be required to increase customer's power factor to not less than 90%.
- d) When a customer fails to install the necessary facilities on its premises to correct the objectionable conditions of its load, or to prevent such objectionable conditions from interfering with Company's supply of satisfactory service to other customers, Company shall have the right to deny service to such customer until the objectionable condition shall have been corrected in a manner satisfactory to Company.
- e) When corrective equipment may be and is installed by Company on its distribution system to correct any of the aforesaid objectionable conditions, customer shall pay the total installed cost of all facilities under the provisions of Non-Standard Service Charges, herein.

16. Access to Premises. The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of inspecting the customer's electrical installation, the installing,

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reading, inspecting and repairing of Company's meters, devices or other equipment used in connection with its supply of electricity, the determination of customer's connected electrical load, the removal of Company's property, and for all other proper purposes.

17. Metering

- a) Meters. Company will own, furnish, install, calibrate, test, and maintain all meters and all associated equipment used for retail billing and settlement purposes in its service area.
- b) Meter Reading. Company will continue to read meters in its service area. If the Company is reasonably unable to read the meter when scheduled, or if the meter for any reason fails to accurately register the amount of electricity supplied or the demand of any customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those periods when the meter is not read or accurate, based on available data and estimation procedures commonly used by the Company. Metered data for retail billing and settlement purposes will be supplied to the RES pursuant to the processes described in the RES Handbook. Charges for this service are included in the monthly maintenance charge in the RES Tariff.
- c) Metering Requirements. The Company will not require a retail customer to take additional metering or metering capability as a condition of taking delivery services unless the Commission finds, after notice and hearing, that additional metering or metering capability is required to meet reliability requirements. However, Non-standard Switching Service and Rider PRPS require the customer to have interval metering.

A customer may request installation of a customer-owned parallel meter using a shared dual socket arrangement with Company's meter. The Company shall charge customer the cost of any such installation.

- d) Request for Interval Metering. A customer may also request that interval meters be installed at the customer's own expense. In this case, Ameren will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. Charges are included in Rider 1 – Miscellaneous Fees and Charges, of the Delivery Services Schedule.
- e) Distribution Losses. For purposes of reporting retail customer's loads to transmission providers and electric suppliers, all measured and estimated loads of retail customers taking service under this rate shall be adjusted by multiplying the load at the customer's meter by the applicable loss factor to account for distribution system energy losses. For purposes of reporting retail customer's loads to customers, the customer's actual meter reading shall be reported. Additional transmission system losses that may apply are not governed by this rate but by the Company's OATT on file with the FERC.

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18. Billing for Service. All bills will be based on the actual or estimated meter readings in accordance with the rates attached herein, and will be computed monthly in accordance with the Company's meter reading schedule.
19. Payment of Bills.
- a) RES Single Bill Option ("SBO"). A RES may elect to issue a single bill to its retail customer for both the services provided by the RES and for delivery services rendered by the Company. The RES electing to offer the SBO must elect to become either:
- 1.) Financially responsible for all delivery services bills rendered by Company for the account of RES retail customers ("SBO Guarantor") on payment due date; or
  - 2.) A payment agent for delivery services customers ("SBO Agent"), requiring the RES to forward to Company any payments received from its retail customers for delivery services. The customer retains ultimate financial responsibility to Company for the delivery services bill.
  - 3.) The Company shall consider any failure of a RES electing to be an SBO Guarantor to make payment of any bill that is collected or uncollected from a customer to Company by payment due date to be in Breach of the RES Tariff Service Agreement pursuant to Section J.3. of the RES Terms and Conditions Tariff and the RES's election to do Single Billing may be terminated immediately. In such instances, the Company shall not initiate actions against the customers, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges. If payment is not received by payment due date, late charges will be added to any portion of such bill remaining unpaid in the sum equal equivalent to one and one-half (1-1/2) percent of the unpaid balance. A RES electing to be an SBO Guarantor shall receive a credit from Company in an amount specified in the RES Rates and Charges provisions of this tariff.
  - 4.) The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its customer. The Company may enforce the terms of the Delivery Services Tariff against the customer for any act or failure of the RES as if the act or failure had been that of the customer. A failure on the part of the RES to transmit payments properly made by the customer to the RES shall not relieve the customer of its obligation to pay for Delivery Services provided under the Delivery Services Tariff. The RES shall not take any action that shall compromise the Company's rights to proceed against the customer under the Delivery Services Tariff for the customer's failure or the RES' failure to comply with that Tariff.

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- 5.) A SBO billing credit shall appear on all delivery services bills rendered by Company and shall be passed along to retail customers of the RES. The SBO credit amounts are stated in the Miscellaneous Fees and Charges tariff (Rider 1). A RES electing to be an SBO Guarantor shall receive a payment from Company as specified in the Retail Electric Supplier Terms and Conditions tariff.
- b) Payment Periods. For customers not utilizing the SBO, the last date for payment of the "net amount" shown on the bill shall be at least twenty-one days (fourteen days for non-residential customers) after the date of issue of the bill to the customer. Federal, State and Local Governments and Subdivisions thereof will be allowed forty-five (45) days from the date of issue (not earlier than the date of mailing) of the bill for payment in the "net amount", except that the provisions of "An Act to require prompt payments by the State of Illinois for goods or services" (Ill. Rev. Stat. 1981, Ch. 127, par. 132.401 et seq), as amended, shall control in situations to which that Act applies. For customers taking service under the SBO, the RES must provide remittance of net payment to Company within fifteen (15) days from the date that the RES received the bill from Company. When the last day of any net payment period falls on other than a business day of the Company, such period will be automatically extended to include the next following business day. Non-business days of the Company shall include Saturdays, Sundays, and the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve (the last day of regular work schedule prior to Christmas Day), Christmas Day and New Year's Eve (the last day of regular work schedule prior to New Year's Day). Whenever a holiday falls on Sunday, the following Monday will not be considered a business day. Saturday holidays will be celebrated on the preceding Friday.
- c) Payments and Late Payments. Failure to receive a bill shall in no way exempt a customer or RES from the provisions set forth herein. Payments received by mail shall be deemed timely if received by the Company not more than two (2) full business days after the due date printed on the bill. Payments physically delivered to the Company shall be

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considered as having been received as of the date received by the Company or its authorized agent. Payments made by any form of electronic medium shall be considered as having been received as of the date the funds are electronically deposited to the Company's account. In the event payment is not received by the last date for payment except as herein provided, a late payment charge equal to one and a half (1 ½) percent per month will be assessed on any amount considered past due, including balances subject to a "Deferred Payment Agreement".

- d) Charge for Dishonored Checks. A charge of \$15.00 will be assessed on any negotiable instrument returned by a bank, savings institution or other institution which is returned by that institution for one or more of the following reasons:

- (1) not sufficient funds (NSF)
- (2) uncollectible funds
- (3) account closed
- (4) account frozen
- (5) no account

20. Discontinuance of Service. Only the Company shall have the right to discontinue its Delivery Services to any customer and to remove its property from customer's premises, after due notice.

- a) upon failure of a customer to establish credit, or to adjust his cash deposit, or for non-payment of a delinquent bill owed to Company for the same class of service furnished to him at the same or another location as provided by 83 Ill. Adm. Code Part 280, or
- b) upon failure of a customer to comply with the Company's Rules or Terms and Conditions pertaining to customer's service.

21. Customer Reconnection. A customer's service so disconnected shall be reconnected after customer has done the following:

- a) paid all delinquent bills, established credit and paid a service reconnection charge as hereinafter set forth as provided by 83 Ill. Adm. Code Part 280, or
- b) furnished satisfactory evidence of the compliance with Company's Rules or Terms and Conditions and paid a service reconnection charge as hereinafter set forth.



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- d) a cash deposit, the amount of which shall not exceed the maximum amount determined in accordance with 83 Ill. Adm. Code Part 280, less the amount of any cash deposit which the customer currently has on file with the Company.
25. Disconnect Notice. Prior to discontinuance of Delivery Services to a customer who fails to establish his credit, fails to make or increase a Cash Deposit, or fails to pay a past due bill owed to the Company for electric service for the same class of service furnished to him at the same or another location, the Company will, under the terms of 83 Illinois Administrative Code Part 280, mail to the customer a Disconnect Notice in the form shown on Sheet No. 28.001.
26. Bill Form and Definitions. The Standard bill form is shown on Sheet No. 28.002. Pursuant to 83 Ill. Adm. Code Part 410 the Company is required to provide certain information to its customers. A facsimile of the reverse side of the bill form which shows definitions of abbreviations and technical words is shown on Sheet No. 28.003.
27. Extension of Lines. The Extension of Lines provisions in Section 410.330 and 410.340 of 83 Illinois Administrative Code Part 410 shall apply under this Electric Delivery Services Schedule, except as set forth herein.
- a) Single-Phase Extensions - Demands Not Exceeding 100 kW  
The Company will establish a free line extension distance policy in both urban and rural areas by granting a maximum of 1,000 feet of single-phase overhead line construction, plus a normal service drop, over rights-of-way acceptable to the Company, for each permanent, non-seasonal applicant whose anticipated demand does not exceed 100 kW. Any applicant requiring a longer extension shall pay to the company a one-time overdistance contribution, based on the estimated cost per foot of extension in excess of the maximum free length specified above. Such overdistance contributions shall be refunded in whole or in part within a period of five years, if additional customers are connected to share all or part of the excess distance for which the original contribution was made. Applicants shall provide all necessary permits and rights-of-way, suitable and acceptable to the Company, at final grade, and properly cleared of vegetation and obstructions.
- b) Single-Phase Extensions – Demands Exceeding 100 kW  
Three-Phase Extensions  
The Company will construct an overhead line extension in both urban and rural areas, plus a normal service drop, over rights-of-way acceptable to the Company, for each permanent, non-seasonal single-phase applicant whose anticipated demand exceeds 100 kW, or each permanent, non-seasonal three-phase applicant meeting the Company's three-phase qualification criteria. The Company may require the applicant to pay a one-time, non-refundable contribution equal to the amount by which the estimated cost to provide service to the applicant exceeds the estimated Distribution Delivery Service revenue to be derived

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from the applicant during the first twelve (12) months of continuous service. Applicants shall provide all necessary permits and rights of way, suitable and acceptable to the Company, at final grade, and properly cleared of vegetation and obstructions.

28. Non-standard Service Charges.

- a) Where customer charges are made for the installation of "Non-standard" (optional) forms of service, such charges shall be calculated (or estimated) based on current Company costs at the time of such calculation.
- b) The calculation of customer charges shall be based on facilities required to serve the customer and shall include the following items:
  - 1) All labor costs, including travel time, expense reimbursements and employment benefit expenses.
  - 2) Construction materials costs, including stores and handling costs associated therewith.
  - 3) Engineering, Accounting, and/or other related overhead expenses.
  - 4) Less the value of salvage materials, where applicable.
  - 5) Applicable Local, State and Federal taxes.
- c) Where non-standard (optional) forms of service are furnished at customer's request, customer may be required to enter into a written electric service agreement(s) with Company. Such agreement(s) shall set forth the amounts to be paid by the customer to the Company and shall include the details of refunds to customer, if any, relative thereto.
- d) Non-standard (optional) service facilities, as referred to in this schedule, shall include, but not be limited to, the following types of service installations:
  - 1) "Excess Facilities" Installations. In the event any transmission and distribution facilities in addition to or in excess of those facilities normally furnished by the Company are requested by the customer or are required to serve the customer's load, the Company shall furnish, install and maintain such facilities subject to the following conditions.
    - (a) The type, extent and location of such facilities shall be determined by written agreement between the Company and the customer.

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- (b) Customer shall furnish necessary right-of-way satisfactory to Company when required.
  - (c) Customer shall pay to Company (a) in advance the estimated cost of such excess facilities, or (b) for transformer or special equipment installations, a monthly charge equal to 1.5 percent of the estimated cost of such installation.
  - (d) The cost or monthly charge payable by the customer shall be the excess of the cost of or monthly charge for the facilities required to serve the customer over the cost of standard facilities.
  - (e) Where excess facilities which have been furnished are later used for serving other customers, the cost or monthly charge payable by the customer shall be adjusted to that portion of the total cost or monthly charge which is reasonably assignable to the customer, provided, however, that after a five year period next following the payment by the customer of such cost, no refund will be made.
  - (f) The Company will install underground primary and secondary facilities in new platted and recorded residential subdivisions of eight lots or more and make extensions in existing underground subdivisions as normal facilities with no excess facilities costs being involved. The Company will also install, own and maintain the underground service connection in residential underground subdivisions. If the service connection is in excess of one hundred feet, there will be an average unit charge per trench foot for the excess footage.
  - (g) Where a primary service installation is required to serve a commercial customer, or where separate transformer installations are required to serve commercial premises (including apartment buildings and mobile home parks consisting of multiple residential service) located in an urban service area, the Company at customer's request or at Company's option, in lieu of the normal overhead service, will provide, where normal trenching conditions prevail, such service at the primary meter or at the pad mounted transformer(s) supplied by an underground primary line. Where customer requests such underground service, customer will be required to pay the excess cost of installing the underground facilities over normal trenching costs. Where multiple transformer installations may be required, the Company, in lieu of installing an additional pad mounted transformer on the premises, may take a secondary extension to a service pedestal located where the additional transformer would have been installed.
- 2) "Aid to Construction" Installations. Where the permanency of a load and/or the revenue expected to be derived therefrom is questionable, the customer may be required to enter

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into a "Collateral Agreement" which will establish a payment schedule that supports the required Company investment to serve said load.

(a) The Company may:

- (i) prior to the execution of a Collateral Agreement and prior to the start of construction, require customer to pay to Company an advance construction deposit amount equal to the estimated installation and removal costs of the required facilities, less salvage, if any. Said advance construction deposit will be subject to refund as hereinafter set forth.
- (ii) require customer to pay a guaranteed Delivery Services annual revenue or minimum bill where Company's initial investment in providing the required service facilities is greater than one times the estimated actual annual revenue.
- (iii) where, following execution of the agreement but prior to the connection of the service, the customer, for any reason, elects not to receive the service to be provided under said agreement, require customer to pay to Company as liquidated damages all costs incurred by Company associated therewith.
- (iv) where, after service has been connected, customer defaults or elects to cancel his service agreement, require customer to pay Company, in addition to all other payments provided for under the Rates and Agreements, the (estimated) installation and removal costs of the installed facilities, less salvage, if any. Such installation and removal charge shall be pro-rated based on the expired term of the contract period.

(b) The Company will:

- (i) refund customer's advance construction deposit as a credit on customer's service bill throughout the initial term of the agreement provided, however, the total amount so refunded shall not exceed the amount of the deposit.
- (ii) Adjust customer's advance construction deposit, and make a proportionate refund relative thereto where additional customers are connected to the line for which customer made the advance construction deposit, and/or company incorporates all, or a part of, the aforementioned line into its transmission or distribution system.

(c) Customer Benefit Projects. Where work is done by Company on Company and/or Customer facilities for the benefit and/or convenience of the Customer (and/or