



1 **I. INTRODUCTION**

2

3 **Q. Please state your name and business address.**

4 A. John Ragland. 507 E Michigan St., Milwaukee, Wisconsin 53201.

5

6 **Q. By whom are you employed and in what capacity?**

7 A. I am employed by Johnson Controls, Inc. as Manager, Energy Services, and am  
8 responsible for delivering strategic energy consulting for corporate clients. For  
9 further information, a capsule biography is attached to my testimony as Exhibit  
10 1.1.

11

12 **Q. Please describe the relationship between Johnson Controls, Inc. ("JCI") and  
13 Ameritech Illinois.**

14 A. JCI provides energy management services to Ameritech Illinois through an  
15 "Energy Manager" who performs such functions as advising Ameritech Illinois on  
16 energy efficiency, negotiating contracts with electricity providers, and conducting  
17 energy market and utility tariff analysis.

18

19 **Q. What is your role in the relationship between the two companies?**

20 A. I acted as the Ameritech Illinois' "Energy Manager" from November 1997 to  
21 April 2001, and assisted Ameritech Illinois in registering for the electric choice  
22 lottery in July 1999.

23

24 **Q. Have you previously testified before this Commission?**

25 A. No.

26

27 **Q. What is the purpose of your testimony in this proceeding?**

28 A. The purpose of my testimony is to explain to the Commission that the Ameritech  
29 Illinois Electric Service Contract (“the Contract” or “the Agreement”), entered  
30 into between Illinois Bell Telephone Company (“Ameritech Illinois”) and  
31 Commonwealth Edison Company (“ComEd”) and dated July 16, 1997, is a  
32 “Customer-specific electric service contract.” Because Ameritech Illinois takes  
33 electric service under a Customer-specific electric service contract, its facilities  
34 are entitled to receive custom-calculated customer transition charges (“CTCs”), as  
35 that term is defined under the Customer Choice and Rate Relief Law of 1997 (the  
36 “Customer Choice Law”) and ComEd’s Rate CTC tariff. If ComEd had not  
37 denied Ameritech Illinois’ requests for custom-calculated CTCs, Ameritech  
38 Illinois would have enjoyed the benefits of competitive delivery services through  
39 the Power Purchase Option (“PPO”), and received the benefit of the “mitigation  
40 adjustment” as that term is defined in the Customer Choice Law.

41

42 My testimony is divided into four general sections. First, I discuss the Customer  
43 Choice Law and the calculation of CTCs. Second, I explain the contractual  
44 arrangement between ComEd and Ameritech Illinois. Third, I explain the  
45 differences between a Rider 32 Agreement and the Ameritech Illinois Electric

46 Service Contract. Finally, I discuss why ComEd's "interpretation" of the CTC  
47 tariff is incorrect and how that interpretation affected Ameritech Illinois.

48

49 **II. GENERAL BACKGROUND**

50

51 **Q. Please provide a general description of Ameritech Illinois' facilities in the**  
52 **State of Illinois.**

53 A. Ameritech Illinois operates facilities throughout the state of Illinois, ranging from  
54 large office buildings to small, remote facilities such as controlled environmental  
55 vaults and equipment huts.

56

57 **Q. Does Ameritech Illinois require electric service to operate these facilities?**

58 A. Yes. Ameritech Illinois purchases electric service from several companies,  
59 including ComEd and Illinois Power Company. Ameritech Illinois owns  
60 approximately 1,400 facilities in ComEd's service territory.

61

62 **Q. Please describe the Customer Choice Law that went into effect in Illinois in**  
63 **1997.**

64 A. The Customer Choice Law was signed into law on December 16, 1997. The  
65 Customer Choice Law amended the Public Utilities Act ("the Act") by adding a  
66 new Article XVI, which addresses, among other things, the "unbundling" of  
67 electric service and the provision of "delivery services" by Illinois electric  
68 utilities, such as ComEd. The Customer Choice Law was intended to open the  
69 retail electric market to competition from Retail Electric Suppliers.

70

71 **Q. How does the Customer Choice Law allow electric customers to pay market-**  
72 **based rates?**

73 A. Customers eligible to receive delivery services may take advantage of market-  
74 based rates in two ways. First, customers may purchase “unbundled” service,  
75 including power and energy, from ComEd, rather than taking service at the  
76 “bundled” tariff or contract rates that otherwise would apply. ComEd’s Rider  
77 PPO determines the rate paid for power and energy. Second, customers may  
78 purchase delivery services from ComEd and purchase power and energy from  
79 another Illinois electric utility or an alternative retail electric supplier certified by  
80 the Commission.

81

82 **Q. Is there any specific charge associated with becoming a delivery services**  
83 **customer?**

84 A. Yes. Section 16-108(f) of the Act allows electric utilities to impose transition  
85 charges in connection with the offering of delivery services. For delivery services  
86 customers in its service territory, ComEd applies a tariffed “Customer Transition  
87 Charge,” or CTC, which is assessed on a cents per kilowatt-hour basis. The  
88 charge is governed by ComEd’s Rate CTC. A copy of ComEd’s Rate CTC,  
89 which became effective October 1, 1999, is attached to this testimony as Exhibit  
90 1.2.

91 **Q. How does the calculation of the CTC affect a customer’s economic incentives**  
92 **to become a delivery services customer?**

93 A. The economic attractiveness of a customer's market based options, whether the  
94 customer purchases power and energy from ComEd or a competitor, can be  
95 substantially affected by the customer's CTC. This is true whether the customer  
96 buys power and energy from ComEd or an alternative supplier.

97

98 **Q. In general, how are customers assessed a CTC charge?**

99 A. Section 16-102 of the Act describes the manner in which transition charges are to  
100 be calculated. In particular, the CTC is equal to the "base revenue" of a customer  
101 (or customer class), from which is subtracted the customer's "delivery services  
102 revenue," a "market value credit," and a "mitigation factor." With certain  
103 exceptions, ComEd calculates a customer's CTC charges on a customer-class  
104 wide basis, with the class assignment generally correlating to the size of a  
105 customer's load in terms of kilowatts ("kW's").

106

107 **Q. What are the exceptions to calculating CTC charges on a class basis?**

108 A. According to Rate CTC (ComEd Ill. C.C. No. 4, Original Sheet No. 137), certain  
109 non-residential retail customers are entitled to customer-specific CTC  
110 calculations:

- 111 • Customers equal or exceeding 3 MW's of Demand
- 112 • Rate 18 – Standby Service
- 113 • Rider 26 – Interruptible Service
- 114 • Rider 27 – Displacement of Self Generation
- 115 • **Customer-specific Electric Service Contracts**

116

117 **Q. Does anything in the Rate CTC tariff limit the customer-specific electric**  
118 **service contracts that qualify for a customer-specific CTC calculation?**

119 A. No. The language of the tariff applies to all customer specific-contracts.

120

121 **Q. In ordinary English, what is a customer specific electric service contract?**

122 A. It is a negotiated agreement between a utility and a customer, containing prices or  
123 other terms or conditions that vary from the utility's generally available prices,  
124 terms and conditions.

125

126 **III. CONTRACT BETWEEN AMERITECH ILLINOIS AND COMED**

127 **Q. Did Ameritech Illinois and ComEd negotiate an agreement for electric power**  
128 **and energy to be provided to Ameritech Illinois facilities?**

129 A. Yes. The two companies negotiated the Agreement dated July 16, 1997, which is  
130 still in effect, and which currently serves 126 Ameritech Illinois facilities. A copy  
131 of the Contract is attached to this testimony as Exhibit 1.3. A list of these  
132 facilities is attached to this testimony as Exhibit 1.4.

133

134 **Q. Please describe the Ameritech Illinois Electric Service Contract.**

135 A. The Agreement is a detailed eight-page document, containing rates, terms and  
136 conditions that were individually negotiated by ComEd and Ameritech Illinois  
137 representatives. It also contains three exhibits, one identifying the original  
138 locations served under the Agreement, one describing charges for facilities rental  
139 service (Rider 6), and one describing charges for meter lease service (Rider 7).  
140 Under § 1.1(a) of the Agreement, Ameritech Illinois can add additional facilities  
141 to the Agreement, which it has done from time to time.

142

143 **Q. Does the Agreement address curtailment by Ameritech Illinois of its**  
144 **electrical load?**

145 A. Yes. The Agreement (Recital 2, § 2(a)(iii)) requires Ameritech Illinois to curtail a  
146 minimum of 5,300 kilowatts, and it allows ComEd to terminate the Agreement if  
147 Ameritech Illinois' curtailable load falls below 5,300 kilowatts. In addition, §  
148 1.5(b) of the Agreement establishes a "Target Service Level During Curtailment."

149

150 **Q. How is Ameritech Illinois compensated for curtailment?**

151 A. Under § 1.3(b)(i), Ameritech Illinois is to receive an annual credit of \$35 per kW  
152 for its share of demand reduction.

153

154 **Q. Would the facilities in the Agreement be eligible for curtailment**  
155 **compensation without the contract?**

156 A. No. The majority of the facilities covered by the Agreement would be served  
157 under Rate 6 if they were served according to tariffed rates.

158

159 **Q. Does this result in a discount relative to the otherwise applicable rates for**  
160 **those facilities?**

161 A. Yes. For example, Ameritech Illinois received a credit of approximately  
162 \$309,000 for the 2000 curtailment season.

163

164 **Q. To your knowledge does ComEd have similar agreements with other**  
165 **customers?**

166 A. No. In fact, the Agreement between Ameritech Illinois and ComEd is unique.  
167 ComEd admits this in its Answer to Ameritech Illinois' Complaint by stating:  
168 "ComEd has not entered into any other agreement that is identical to the  
169 [Agreement]." (ComEd Answer at 17).

170

171 **Q. Has ComEd described the Agreement as a special contract?**

172 A. Yes. As shown in Exhibits 1.5 and 1.6, ComEd has described the Agreement as a  
173 "Special Contract" on at least two occasions.

174

175 **Q. Based on your professional experience, do you understand a “special**  
176 **contract” and a “customer-specific contract” to be the same thing?**

177 A. Yes. A specifically negotiated contract that would need to be filed with the  
178 Commission would be described as either a “special contract” or a “customer-  
179 specific contract.” I do not see a difference between those terms.

180

181 **Q. Was the Agreement approved by the Illinois Commerce Commission?**

182 A. Yes. ComEd filed the Agreement for Commission approval on July 18, 1997.  
183 The Commission approved the Agreement effective August 27, 1997.

184

185 **IV. COMED’S CTC CALCULATION FOR AMERITECH ILLINOIS**

186 **Q. How did Ameritech Illinois become eligible to receive competitive delivery**  
187 **services?**

188 A. In July 1999, Ameritech Illinois registered all of its facilities in ComEd’s service  
189 territory, including those covered by the Agreement, in the “9.5 megawatt/10 or  
190 more sites” lottery to determine their eligibility to receive delivery services. In  
191 September 1999, Ameritech Illinois received notification that its facilities had  
192 been granted eligibility. A description of the delivery service eligibility process  
193 can be found in Section 16-104 of the Act.

194

195 **Q. After Ameritech Illinois became eligible to receive delivery services, did it**  
196 **choose a competitive product from an alternative retail electric supplier, or**  
197 **choose to receive the Power Purchase Option from ComEd?**

198 A. No. Ameritech Illinois determined that exercising choice was uneconomical for  
199 the majority of its facilities, largely because of ComEd's determination that the  
200 class CTC was applicable to those facilities.

201

202 **Q. When did Ameritech Illinois request customer-specific CTCs for its facilities**  
203 **in ComEd's service territory?**

204 A. On November 1, 1999, Ameritech Illinois requested customer-specific CTC  
205 calculations for all of its accounts served under the Agreement. (See Exhibit 1.7).  
206 On November 3, 1999, ComEd denied customer-specific CTC calculations for the  
207 facilities covered by the Agreement. (See Exhibit 1.8). ComEd did provide  
208 customer-specific CTCs for two large Ameritech Illinois facilities, neither of  
209 which is served under the Agreement, and both of which qualify for custom CTC  
210 treatment due to their size.

211

212 **Q. Did Ameritech Illinois pursue the customer-specific CTC issue further with**  
213 **ComEd after November 1999?**

214 A. Yes. Ameritech Illinois and ComEd met in December 1999, at ComEd's facility  
215 in Chicago. At that meeting, Frank Jiruska, ComEd's Vice President of Energy  
216 Services, stated that Ameritech Illinois would not receive a customer-specific

217 CTC for the Ameritech facilities served under the Agreement. I attended that  
218 meeting.

219  
220 **Q. Why did ComEd refuse to provide customer-specific CTCs for the facilities**  
221 **served under the Agreement?**

222 A. ComEd took the position that the Agreement only makes "Rider 32" applicable to  
223 the Ameritech Illinois facilities covered by the Agreement. Rider 32 contracts are  
224 not eligible for customer-specific CTCs, according to the Rate CTC tariff.

225

226 **V. RIDER 32 CONTRACTS**

227 **Q. What is a Rider 32 Contract?**

228 A. A Rider 32 contract is an agreement between ComEd and a customer taking  
229 electric service from ComEd under Rate 6L or Rider CB who signs the  
230 standardized "Commonwealth Edison Energy Cooperative Membership  
231 Agreement." The purpose of Rider 32 is to provide a billing credit to Rate 6L and  
232 Rider CB participants that have agreed to curtail load upon notice by ComEd.  
233 Attached to my testimony as Exhibit 1.9 is an example of a Rider 32 ComEd  
234 Energy Cooperative Membership Agreement.

235

236 **Q. Is the Agreement between Ameritech Illinois and ComEd a Rider 32**  
237 **contract?**

238 A. No. There are many unique provisions in the Ameritech Illinois Electric Service  
239 Contract that differ from a standardized Rider 32 Contract.

240 **Q. How does the Ameritech Illinois Electric Service Contract compare to a**  
241 **Rider 32 contract?**

242 A. There are several differences, including the following:

- 243 • Rider 32 is a standardized, pre-printed one page form, while the  
244 Agreement is an eight-page document individually negotiated by  
245 the two companies.
- 246 • Rider 32 provides that it is only applicable to Rate 6L and Rider  
247 CB customers. Of the Ameritech Illinois facilities served under  
248 the Agreement, none are Rider CB customers, and only a handful  
249 are Rate 6L customers. Most all of the facilities covered by the  
250 Agreement are Rate 6 customers. Rate 6 customers are not eligible  
251 for Rider 32.
- 252 • The Agreement allows Ameritech Illinois to add facilities to be the  
253 Agreement from time to time, while participation under Rider 32 is  
254 limited to the customer locations identified in the contract.
- 255 • The Agreement requires Ameritech Illinois to curtail a specified  
256 minimum amount of electrical load, allows ComEd to terminate  
257 the Agreement if Ameritech Illinois' load falls below that amount,  
258 and requires curtailment of the entire load at any given facility.  
259 Rider 32 does not require customers to curtail a specified minimum  
260 amount of load but simply requires customers to make reasonable  
261 efforts to curtail load; customers are allowed to specify the target  
262 load level they will attempt to achieve during curtailment.

- 263                   •       The Agreement was filed with the Commission for approval, while  
264                               Rider 32 contracts are generally not filed with the Commission.

265

266 **VI. COMED'S CURRENT POSITION**

267 **Q. Has ComEd changed its position regarding why Ameritech Illinois is not**  
268 **entitled to a customer-specific CTC for the facilities in the Agreement?**

269 A. Yes. Although ComEd continues to argue that the facilities are not entitled to a  
270 customer-specific CTC because the Agreement is not a customer specific  
271 contract, the reason for its position has shifted. In its Answer to Ameritech  
272 Illinois' Complaint (pp.15-16), ComEd denies that it had taken the position that it  
273 serves the facilities under a Rider 32 contract. This apparently would eliminate  
274 that explanation as a basis for its refusal to provide a custom CTC for the  
275 facilities. The Answer (p. 16) instead provides this explanation for why the  
276 Agreement is not a customer specific contract: "ComEd, in implementing and  
277 applying Rate CTC has always construed the term "Customer Specific Electric  
278 Service Contracts" to mean those contracts that involved reductions from  
279 ComEd's base rates that had been reached through negotiations with ComEd's  
280 customers. ComEd's Contract with Ameritech Illinois, . . . contains no reductions  
281 from ComEd's base rates."

282

283 **Q. Do you agree with ComEd's position that the Agreement contains no**  
284 **reduction from base rates?**

285 A. No, I do not for two reasons. First, the Rate CTC tariff does not limit the types of  
286 customer-specific contracts for which customer-specific CTC calculations are  
287 available. The tariff makes customer-specific CTCs available for customer-  
288 specific electric service contracts generally, without any limitation. There is  
289 nothing in the tariff to support ComEd's "interpretation" limiting the coverage of  
290 the tariff to those customer-specific contracts that involve reductions in base rates.  
291 Second, Ameritech Illinois is not served according to "base rates" under the  
292 Agreement for at least two reasons. Ameritech Illinois receives a price discount  
293 in the form of payments or credits for curtailing usage. As a result, it pays less for  
294 its electric service than Rate 6, the rate otherwise applicable to most of the  
295 facilities. The Agreement also contains a number of terms that vary from those in  
296 the Rate 6 tariff. For example, unlike Rate 6, the Agreement (§ 1.1(a)) requires  
297 Ameritech Illinois to purchase all present and future electricity from ComEd.  
298 Unlike Rate 6, §2 (a)(iv) of the Agreement forbids the use of any alternative  
299 energy supply. Those terms may not reflect explicit price discounts, but they are  
300 individually negotiated items that make the overall "rate" paid by Ameritech  
301 Illinois different from that paid by Rate 6 customers.

302

303 **Effect of Non-Customer-Specific CTC**

304 **Q. What is the effect of ComEd denying Ameritech Illinois customer specific**  
305 **transition charges for its facilities?**

306 A. All of the applicable facilities under the Ameritech Illinois contract became  
307 eligible for competitive delivery services on October 1, 1999. Ameritech Illinois  
308 requested custom CTC calculations from ComEd on November 1, 1999.  
309 Therefore, all of the Ameritech Illinois facilities should have been placed on  
310 ComEd's Power Purchase Option on December 1, 1999, and received the  
311 mitigation adjustment as that term is defined in Section 16-102 of the Act. A very  
312 rough estimate of Ameritech Illinois' damages is approximately \$2.2 million,  
313 which is a "back of the envelope" calculation I made based on data from one  
314 facility (Northbrook Data Center) and extrapolation to the other facilities. This  
315 estimate is not intended to be a precise statement of the damages Ameritech  
316 Illinois seeks through its complaint.

317

318 **Q. What relief is Ameritech Illinois seeking in this proceeding?**

319 A. Ameritech Illinois is requesting that ComEd perform customer-specific CTC  
320 calculations for all the facilities served under the Agreement and re-bill  
321 Ameritech Illinois using Rider PPO and the specific CTCs starting with the  
322 December 1999 billing cycle.

323

324 **Q. Does this conclude your Direct Testimony?**

325 A. Yes.

**John Ragland**  
**Manager Energy Services**

**Education** BS Mechanical Engineering, University of Wisconsin – Milwaukee, Certified Energy Manager

Mr. Ragland has over 10 years of energy management experience and has implemented projects resulting in millions of dollars in energy cost reductions. He has been responsible for energy market analysis and strategic planning across United States and Canada emphasizing deregulating electric and natural gas markets.

Other responsibilities include; Energy data acquisition, Energy baselining and budgeting, Facility energy audits, Energy market and Utility tariff analysis, Formulating commodity energy strategies for hedging opportunities.

Mr. Ragland has also developed strategic energy plans for optimization of demand and supply savings, negotiated new energy contracts within the regulated, transitional and deregulated markets.

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ILL. C. C. No. 4  
Original Sheet No. 134**RATE CTC - CUSTOMER TRANSITION CHARGE****APPLICABILITY.**

This tariff is applicable to any nonresidential retail customer that (i) takes service under Rate RCDS - Retail Customer Delivery Service - Nonresidential (Rate RCDS), pursuant to Section 16-108(g) of the Public Utilities Act (220 ILCS 5/16-108(g)), or (ii) is located within the Company's service territory that does not take delivery service from the Company and is supplied electric power and energy from an Alternative Retail Electric Supplier (ARES) or from an electric utility other than the Company, pursuant to Section 16-108(h) of the Public Utilities Act (220 ILCS 5/16-108(h)).

**PURPOSE.**

The purpose of this rate is to define the method and procedure for calculating and updating the per kilowatt-hour (kWh) Customer Transition Charges (CTCs) and to describe the provisions for imposing and collecting CTCs.

**CTC CUSTOMER CLASS.**

With the exception of retail customers that have entered into contracts with the Company which provide payment of customer-specific CTCs as described in the Charges section of this tariff, CTCs shall be determined for a retail customer based upon the CTC Customer Class applicable to the retail customer.

The customer class, as described in the Charges section of Rate RCDS, under which the retail customer is billed for the monthly billing period shall be used to determine the appropriate CTC Customer Class applicable to the retail customer for such monthly billing period. The CTC Customer Classes are as follows:

**Nonresidential Delivery Service Customers:**

- With Only Watt-hour Only Meters*
- 0 kW up to and including 25 kW
- Over 25 kW up to and including 100 kW
- Over 100 kW up to and including 400 kW
- Over 400 kW up to and including 800 kW
- Over 800 kW up to and including 1,000 kW
- Over 1,000 kW up to and including 3,000 kW

**Railroad Delivery Service Customers****Pumping Delivery Service Customers****Fixture-included Lighting Nonresidential Delivery Service Customers****Street Lighting Delivery Service Customers**

Dusk to Dawn

All Other Lighting

(Continued on Sheet No. 135)

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NO. 8178 P. 3

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ILL. C. C. No. 4  
Original Sheet No. 135**RATE CTC -- CUSTOMER TRANSITION CHARGE**

(Continued from Sheet No. 134)

**CTC CUSTOMER CLASS (CONTINUED).**

The CTCs for the Over 1,000 kW up to and including 3,000 kW CTC Customer Class shall be applied to the kWhs delivered to a retail customer that does not have a contract with the Company for a customer-specific CTC and is in one of the following customer classes as defined in the Charges section of Rate RCDS in any monthly billing period:

**Nonresidential Delivery Service Customers**

- Over 3,000 kW up to and including 6,000 kW
- Over 6,000 kW up to and including 10,000 kW
- Over 10,000 kW

**CALCULATION OF CHARGES.**

The per kilowatt-hour Customer Transition Charge for retail customers in a CTC Customer Class that take service under Rate RCDS during an Applicable Period is as follows:

$$CTC_c = [(BR_c - DS_c - MV_c - M_c) / Q_c] \times 100$$

where:

**CTC<sub>c</sub>** = Per kilowatt-hour Customer Transition Charge for customers in a CTC Customer Class that take service under Rate RCDS during the Applicable Period. The amount in cents per kilowatt-hour, rounded to the nearest 0.001¢, to be billed for each kilowatt-hour delivered under Rate RCDS to customers in the CTC Customer Class during the Applicable Period. CTC<sub>c</sub> shall never be less than zero.

**BR<sub>c</sub>** = The amount of revenue that the Company would receive from customers in the CTC Customer Class if it were serving such customers' electric power and energy requirements under bundled tariffed service based on the Usage defined in Q<sub>c</sub> below and the base rates in effect on or after October 1, 1996, with adjustments to such base rates as described in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102).

**DS<sub>c</sub>** = The amount of revenue that the Company would receive under Rate RCDS for standard delivery of the Usage to customers in the CTC Customer Class. Such revenue includes all standard charges contained in Rate RCDS.

(Continued on Sheet No. 136)

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---NO. 8178 P. 4

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ILL. C. C. No. 4  
Original Sheet No. 136**RATE CTC - CUSTOMER TRANSITION CHARGE**

(Continued from Sheet No. 135)

**CALCULATION OF CHARGES (CONTINUED).**

**MV<sub>c</sub>** = The market value credit of the Usage for customers in the CTC Customer Class. The market value credit equals the per kilowatt-hour Market Value Energy Credit multiplied by the kilowatt-hour sales defined in Q<sub>c</sub> below. The per kilowatt-hour Market Value Energy Credit has the same value as the per kilowatt-hour Load Weighted Average Market Value (LWAMV) defined in the Load Weighted Average Market Value section of Rider PPO - Power Purchase Option (Rider PPO) for the applicable customer class.

**M<sub>c</sub>** = The amount of mitigation dollars for the customers in the CTC Customer Class during the Applicable Period. Such amount for nonresidential customers equals the greater of (i) the following per kilowatt-hour factor for the period multiplied by the Usage or (ii) the following percentage for the period multiplied by the BR<sub>c</sub>:

Per Kilowatt-hour Factor	Percentage	Period
\$0.005	8%	October 1, 1999, through December 31, 2002
\$0.005	10%	Calendar years 2003 and 2004
\$0.006	11%	Calendar year 2005
\$0.009	12%	Calendar year 2006

**Q<sub>c</sub>** = The Usage. The Usage equals all kilowatt-hour sales to the customers in the CTC Customer Class for the monthly billing periods in the three-year-period ending June 30, 1999, that are comparable to the monthly billing periods for the Applicable Period described in the Charges section of this tariff.

Retail customers taking service under Rider 25 - Commercial Space Heating Service (Rider 25), Rider GCB - Governmental Consolidated Billing (Rider GCB), or participating in any of the Company's billing or pricing experiments pursuant to Section 16-106 of the Public Utilities Act (220 ILCS 5/16-106), during the year preceding the original effective date of this tariff shall have the charges contained in Rider 25, Rider GCB, or experiment agreements included in the determination of BR<sub>c</sub>s.

**CHARGES.****Customer Class CTC**

The CTCs calculated for each CTC Customer Class shall be applied as appropriate with respect to the CTC Customer Class to all kilowatt-hours delivered to retail customers taking delivery service under Rate RCDS.

(Continued on Sheet No. 137)

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ELECTRICITY

ILL. C. C. No. 4  
Original Sheet No. 137

**RATE CTC - CUSTOMER TRANSITION CHARGE**

(Continued from Sheet No. 136)

**CHARGES (CONTINUED).**

**Customer-specific CTC**

Customer-specific CTCs shall be calculated for any nonresidential retail customer (i) for which such customer's average monthly maximum electrical demand on the Company's system during the six months with the customer's highest monthly maximum demands in the three-year-period ending June 30, 1999, equals or exceeds 3 megawatts, or (ii) if in the Company's reasonable judgment there exists comparable usage information or a sufficient basis to determine that the retail customer would have electrical demands as described in clause (i), or (iii) that had been taking service under the following tariffs during the year preceding the original effective date of this tariff:

- Rate 18 - Standby Service
- Rider 26 - Interruptible Service
- Rider 27 - Displacement of Self Generation
- Customer-specific Electric Service Contracts

Each such retail customer shall be treated as a separate CTC Customer Class and the formula provided in the Calculation of Charges section of this tariff shall be applied to the calculation of the CTCs for such retail customer. The market value credit for such retail customer shall be calculated based on the per kilowatt-hour Summer Peak MVEC, Summer Off-Peak MVEC, Nonsummer Peak MVEC, and Nonsummer Off-Peak MVEC applicable to such retail customer as defined in Rider PPO and the Usage of such retail customer during the four corresponding time periods as defined in Rider PPO.

Any retail customer for which customer-specific CTCs are calculated must enter into a contract with the Company that sets forth the CTCs to be paid and conditions of CTC payments.

If a retail customer had been taking service under Rider 27 or had been obtaining a portion of its electric power and energy from cogeneration or self-generation facilities installed for its own use on or before January 1, 1997, and if such retail customer subsequently takes service from a Retail Electric Supplier (RES), as defined in the Company's Terms and Conditions included in this Schedule of Rates, for this portion of the customer's electric power and energy requirements, CTCs shall not be applicable in any year to that portion of the customer's electric power and energy requirements formerly purchased under Rider 27 or obtained from these facilities up to the average number of kilowatt-hours per year obtained from the cogeneration or self-generation facilities during the three years prior to October 1, 1999. However, if such retail customer receives service under Rider PPO for this portion of the retail customer's electric power and energy requirements, the customer shall pay CTCs for such portion of the customer's electric power and energy requirements.

(Continued on Sheet No. 138)

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Date Effective: October 1, 1999  
Issued by F. M. Clark, Senior Vice President  
Post Office Box 767, Chicago, Illinois 60690

NOV. 1. 1999 9:14AM

UNICOW ENERGY, INC.

NO. 8:76; P. 6

Commonwealth  
Edison Company

ELECTRICITY

ILL. C. C. No. 4  
Original Sheet No.138**RATE CTC -- CUSTOMER TRANSITION CHARGE**

(Continued from Sheet No. 137)

**CHARGES (CONTINUED).****Applicable Period**

The Applicable Period as used herein shall have the same definition as the Applicable Period defined in Rider PPO.

With the exception of retail customers paying Customer-specific CTCs, a retail customer commencing service hereunder in a given monthly billing period shall be subject to the CTC calculated for the CTC Customer Class applicable to the retail customer using the LWAMV applicable to such customer class for the associated respective Applicable Period in the same manner in which a retail customer commencing service under Rider PPO in such monthly billing period is subject to MVECs determined for such associated respective Applicable Period.

A retail customer that pays a Customer-specific CTC commencing service hereunder in a given monthly billing period shall be subject to the CTC calculated for the retail customer using the MVECs applicable to such retail customer for the associated respective Applicable Period in the same manner in which a retail customer commencing service under Rider PPO in such monthly billing period is subject to MVECs determined for such associated respective Applicable Period.

Each time that the Company files with the Illinois Commerce Commission (ICC) for informational purposes the applicable LWAMVs and MVECs for an Applicable Period under Rider PPO, the Company shall simultaneously file with the ICC the applicable CTCs for such Applicable Period, along with work papers detailing the determination of CTCs based upon the equations provided herein.

**Retail Customer's Load Not Served Under Rate RCDS**

A retail customer located within the Company's service territory that is supplied electric power and energy from an ARES or from an electric utility other than the Company for load for which it is not served under Rate RCDS shall be required to pay the Company CTCs for such load, pursuant to Section 16-108(h) of the Public Utilities Act (220 ILCS 5/16-108(h)). The customer's CTCs for such load shall be calculated, in accordance with the formula provided under the Calculation of Charges section of this tariff for the entire period during which CTCs are applicable, except that no deduction for delivery services revenues shall be made in such calculation and usage data from the customer's CTC Customer Class shall be used where individual customer historical usage data is not available for such load. A retail

(Continued on Sheet No. 139)

Filed with the Illinois Commerce Commission on  
September 7, 1999. Issued pursuant to Order of the  
Illinois Commerce Commission entered  
August 26, 1999, in Docket No. 99-0117.

Date Effective: October 1, 1999  
Issued by F. M. Clark, Senior Vice President  
Post Office Box 767, Chicago, Illinois 60690

NOV. 1, 1999 9:14AM

UNICOM ENERGY, INC.

NO. 8178 P. 7

Commonwealth  
Edison Company

ELECTRICITY

ILL. C. C. No. 4  
Original Sheet No. 139**RATE CTC - CUSTOMER TRANSITION CHARGE**

(Continued from Sheet No. 138)

**CHARGES (CONTINUED).****Retail Customer's Load Not Served Under Rate RCDS (Continued)**

customer to which CTCs would apply under this subsection shall not be eligible to take service from an ARES or an electric utility other than the Company until it has either: (1) paid the CTCs to the Company on a lump sum basis, or (2) entered into a contract with the Company that provides for the CTCs to be paid ratably over the period in which the CTCs would otherwise have applied as is mutually agreeable to the retail customer and the Company. The retail customer and the Company shall enter into a contract that sets forth the CTCs to be paid and the conditions of CTC payments.

**Late Payment Charges**

The late payment charge provided for in the Terms and Conditions of this Schedule of Rates shall be applicable to all charges billed under this rate.

**GENERAL.**

The Company shall not implement CTCs for electric power and energy that a retail customer takes from cogeneration or self-generation facilities located on that retail customer's premises, if such facilities meet the criteria listed in Section 16-108(f)(i, ii, iii, or iv) of the Public Utilities Act (220 ILCS 5/16-108(f)(i, ii, iii, iv)) as amended on June 30, 1999. If a generation facility located at a retail customer's premises does not meet such criteria, the Company shall implement CTCs for any electric power and energy taken by such retail customer from such facility as if such electric power and energy had been delivered by the Company.

Notwithstanding the above, an industrial retail customer that is taking electric power and energy from a generation facility that does not meet such criteria but that is located on such customer's premises, will not be subject to CTCs for the electric power and energy taken by such retail customer from such generation facility if the facility does not serve any other retail customer and either was installed on behalf of such customer and for its own use prior to January 1, 1997, or is both predominantly fueled by byproducts of such customer's manufacturing process at such premises and sells or offers an average of 300 megawatts or more of electricity produced from such generation facility into the wholesale market.

The Schedule of which this rate is a part includes general Terms and Conditions and other rates and riders. Service hereunder is subject to these Terms and Conditions and applicable rates and riders.

This tariff shall not be effective for electric power and energy delivered after December 31, 2006.

Filed with the Illinois Commerce Commission on  
September 7, 1999. Issued pursuant to Order of the  
Illinois Commerce Commission entered  
August 26, 1999, in Docket No. 99-0117.

Date Effective: October 1, 1999  
Issued by F. M. Clark, Senior Vice President  
Post Office Box 767, Chicago, Illinois 60690

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**ELECTRIC SERVICE CONTRACT**

AUG 27 1997

**Ameritech Illinois**

**BY COMMISSION ACTION**

This Electric Service Contract (the "Contract") dated as of July 2, 1997, is between COMMONWEALTH EDISON COMPANY, an Illinois corporation (hereinafter called the "Company") and Ameritech Illinois, an Illinois corporation (hereinafter called the "Customer").

**RECITALS**

1. The Company and the Customer have agreed that electric service shall be provided to the Customer by the Company on the terms and conditions set forth herein.
2. This Contract provides to the Customer, pursuant to Rider 32, annual credits as specified herein in exchange for the Customer's agreement to curtail at least 5,300 kilowatts of its electric load from time to time at the request of the Company pursuant to Rider 32.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

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1. Electric Service.
- 1.1 Supply.

(a) The Company will supply to the Customer, and the Customer shall take and purchase from the Company, all present and future electricity required by the Customer for power, lighting, manufacturing, ventilation, air conditioning, heating and miscellaneous purposes, on the premises occupied by the Customer at the locations described on Exhibit A (such locations individually as "individual Premises" and collectively the "Premises") for the period set forth in Section 1.2. Exhibit A may be amended from time to time as provided in Exhibit A.

(b) Electricity will be supplied at each of the individual Premises as described on Exhibit A.

(c) The Company will provide facilities capable to serve a thirty-minute demand, at each of the individual Premises, of the kilowatts as set forth on Exhibit A. Before the Customer adds load beyond this level at any of the individual Premises, the Customer shall notify the Company, in writing, adequately in advance of adding such load so that the Company may modify its facilities as determined by the Company.

(d) From and after the Effective Date (as defined below) of this Contract and until this Contract terminates pursuant to Section 1.2, the Customer shall not reduce quantities of electric supply to be supplied hereunder at any of the individual Premises through the use of alternative energy supply, including but not limited to purchase or manufacture of electricity from sources other than the Company, fuel switching,

Filed with the Illinois Commerce Commission  
on July 18, 1997.

Date Effective: September 2, 1997  
Issued by: J. C. Bukovski, Vice President  
Post Office Box 767  
Chicago, Illinois 60609

bypass, the installation of cogeneration, self-generation or otherwise, in each case without the consent of the Company; provided, however, that the Customer may (i) in the case of incidental pieces of equipment, use alternative energy supplies which are more economical or efficient to the operation of such incidental pieces of equipment, (ii) adopt energy conservation measures to reduce energy consumption, and (iii) install and test emergency back-up systems and use such systems during and to the extent of any interruption of electric supply from the Company; provided further that, in each of the cases described in the foregoing clauses (i), (ii) and (iii), the installation and use of any such equipment shall be permitted under all applicable federal, state and local regulations (including but not limited to regulations of the Federal Energy Regulatory Commission and the Illinois Commerce Commission).

1.2 **Contract Term.** Electric service under this Contract will commence on or about the first business day ("Effective Date") after this Contract has been approved by the Illinois Commerce Commission. In no event shall service hereunder commence until this Contract has been approved by the Illinois Commerce Commission. Electric service under this Contract shall expire on the earliest of (i) the date this Contract is terminated pursuant to the provisions of Section 2, or (ii) the December 31 following the 5th anniversary of the Effective Date; provided that, unless this Contract has been previously terminated, this Contract shall, upon the expiration of the initial or any renewal term of this Contract, automatically be renewed for a period of twelve months unless either the Company or the Customer notify the other of the termination of this Contract at least thirty days in advance of the termination date.

1.3 **Charges and Terms.** (a) Except as expressly modified by the provisions specified below in Section 1.3(b), the Customer will receive and pay for electric service under (i) this Contract, (ii) Rate 6 or 6L, as applicable, (iii) Rider 32, (iv) Riders No. 6 (attached as Exhibit B), 7 (attached as Exhibit C), 16, 20, 23, 25 (if it is applicable to an individual Premises), 28 and 31, (v) Terms and Conditions, and (vi) any other applicable rates, riders or tariffs, in each case as the items in clauses (i) - (vi) are on file with the Illinois Commerce Commission from time to time and as the same may be added, deleted, modified or amended from time to time. All federal, state, regulatory and municipal taxes are applicable to all purchases by the Customer from the Company, including without limitation, energy charges, demand charges, customer charges and rentals. The Customer shall pay all such taxes. The Customer agrees to abide by and perform its obligations under the items in clauses (i) - (vi).

(b) (i) The Customer shall pay for electric service at each of the individual Premises under the above rates and riders as modified below:

For each year during the term of this Contract, the Customer shall receive an annual credit of \$35 per kW for the kilowatts of the Customer's Member's Share of the CEEC Demand Reduction (as defined in Rider 32). Such credit shall be computed in the manner, and paid or credited at the times, set forth in Rider 32. Notwithstanding the foregoing, (a) the annual credit for 1997 shall be an amount equal to the product of the credit which otherwise would be applicable times a fraction the numerator of which is the number of times the Customer is subject to curtailment under this Contract during the Curtailment Season (as defined in Rider 32) in such year and the denominator of which is the number of Curtailments under this Contract during the Curtailment Season in such year, and

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(b) no annual credit shall be made for the year in which this Contract is terminated, if such termination occurs prior to or during a Curtailment Season.

(ii) Notwithstanding the provisions of the section of Rider 32 entitled "Service Facilities," (A) the Company shall be required to furnish, own and maintain notification equipment at only two of the individual Premises (which shall be designated by the Customer), (B) the Company shall provide Notices of Curtailment only to such two Premises and need not provide Notices of Curtailment to any other location, (C) the Customer shall have the sole and complete responsibility to furnish any such Notices of Curtailment to all of the other individual Premises, (D) the Company shall not be required to furnish load monitoring equipment at any of the Premises, and (E) this Contract shall be available to individual Premises served under Rate 6 or 6L.

(iii) Using the monitoring/notification equipment, the Company will, if practicable, provide to the Customer notice of each Curtailment in advance of the one hour notice of Curtailment provided for in Rider 32.

1.4 Facilities. Schedule 1 is hereby incorporated into, and made a part of, this Contract.

1.5 Rider 32. (a) All references to Rider 32 in this Contract shall refer to Rider 32 - Curtailable Service Cooperative as it may be amended from time to time.

(b) The Customer's Target Service Level During Curtailment (as defined in Rider 32) shall be 0 kW.

2. Termination. (a) This Contract may be terminated in its entirety upon written notice either (i) by the Customer as provided in Section 4(b), or (ii) by the Company or the Customer as provided in the second paragraph of the section of Rider 32 entitled "Contract Period," or (iii) by the Company if the aggregate load available for curtailment (as set forth on Exhibit A) for all the individual Premises which are then subject to this Contract at any time becomes less than 5,300 kilowatts, or (iv) by the Company if the Customer procures or purchases energy for use at any of the individual Premises from a source or supplier other than the Company or if the Customer breaches Section 1.1(a) or (d), or (v) by a party if the other party fails to make any payment of any amount when due and such failure continues uncured for 30 days after written notice thereof, or (vi) by a party if the other party fails to perform any other material obligation hereunder and such failure continues (without reasonable effort to effect a cure in any failure to perform (other than a failure of payment)) for a period of thirty (30) days after the other party receives written notice of such failure.

(b) In the event of a termination of this Contract in its entirety (i) the parties' respective obligations under this Contract shall terminate (other than those obligations which expressly are to be performed after termination), and (ii) the Customer shall pay the amounts described in Section 2(c).

(c) (i) In the event of a termination of this Contract due to either (i) a breach of this Contract by the Customer, or (ii) a notice given by the Customer pursuant to the second paragraph of the section of Rider 32 entitled "Contract Period," or (iii) a termination pursuant to Section 2(a)(iv), then the Customer shall pay

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to the Company an amount equal to the sum of (A) the repayment amount described in the section of Rider S2 entitled "Contract Period," plus (B) all amounts then due under this Contract for all periods prior to termination.

(ii) In the event of a termination of this Contract for any other reason other than those described in Section 2(c)(i), the Customer shall pay to the Company an amount equal to all amounts then due under this Contract for all periods prior to termination.

(iii) The Customer shall pay the amounts due pursuant to subsections (i) or (ii) within thirty (30) days of the Company's billing date for such charges plus interest thereon from the date of termination until the date paid. Interest shall be calculated at a rate per annum equal to the prime rate of the First National Bank of Chicago or its successor from time to time plus 1%.

(iv) Except for any damages which may be incurred by the Company due to a breach of Section 3, the amounts payable under this Section 2 shall constitute the only amounts due upon the termination of this Contract by either party, and no party shall be required to pay any amounts upon termination in excess of the amounts specified in this Section 2.

3. Confidentiality.

(a) The parties agree that the parties' proposals and negotiations prior to this Contract, and the actual charges billed to the Customer under this Contract, constitute the Confidential Business Information of both parties. The Customer and the Company each agree to hold such Confidential Business Information wholly confidential. Such Confidential Business Information may only be used by the parties for purposes related to the approval, administration or enforcement of this Contract and for no other purpose.

(b) Each party agrees not to disclose Confidential Business Information to any other person, and not to disclose or discuss the existence of this Contract or the terms thereof with the media or in any public forum, in each case without the prior written consent of the other party, provided that either party may disclose Confidential Business Information, or the existence of this Contract or the terms of this Contract, if such disclosure is required by law or pursuant to an order of a court or regulatory agency or in order to enforce this Contract or to seek approval of this Contract; and provided further that either party may disclose Confidential Business Information to its directors, officers, agents and consultants if such persons agree to abide by the requirements of this Section 3, but the disclosing party shall be responsible for any breach of such requirements by such individuals. In the event a party is required by law or by a court or regulatory agency to disclose Confidential Business Information, such party shall to the extent possible notify the other at least three business days in advance of such disclosure.

(c) Each party agrees that violation of the terms of this Section 3 constitutes irreparable harm to the other, and that the harmed party may seek any and all remedies available to it at law or in equity, including but not limited to injunctive relief. The provisions of this Section 3 shall survive the termination of this Contract.

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4. **Force Majeure.** (a) Any delays in or failure of performance by the Customer or the Company under this Contract, other than payment of money according to the terms hereof, shall not constitute default under this Contract if and to the extent such delays or failures of performance are caused by occurrences beyond the control of the Customer or the Company, as the case may be (herein, a "force majeure"), including, but not limited to acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accident, riots, or strikes or other concerted acts of workers, equipment failure or major maintenance outage, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of the Customer or the Company, respectively, and which by the exercise of reasonable diligence, the Customer or the Company are unable to prevent.

(b) If the Company is unable to perform hereunder in accordance with the terms hereof for a period (the "Period of Inability") in excess of ninety (90) consecutive days (beginning no sooner than the Effective Date) because of any act or omission of any governmental authority, and such inability is material and adversely affects the Customer, the Customer may terminate this Contract after notice to the Company given no later than 120 days after the Period of Inability begins. The notice shall specify a billing period ending no sooner than thirty (30) days nor later than one hundred eighty (180) days after such notice is given and at the end of which the termination will become effective. The Company will use its best efforts to support this Contract in any proceeding or other inquiry before or by any governmental authority, and the Customer will provide such assistance as the Company may reasonably request. Neither the Company nor the Customer will initiate such an inquiry or proceeding (provided that the submission of this Contract to the Illinois Commerce Commission seeking approval of this Contract and any subsequent judicial proceeding relating thereto shall be deemed not be such an initiation) nor will either party otherwise seek to change any term hereof without the other party's consent. As used herein, the term "governmental authority" includes any Illinois (state or local) or federal governmental body, agency, commission, board or court exercising authority with respect to the making or performance of this Contract.

(c) The parties recognize that their ability to perform hereunder in accordance with the terms hereof is dependent upon the effectiveness of Rider 32 pursuant to which this Contract is filed, the approval of this Contract by the Illinois Commerce Commission, and the lack of any subsequent regulatory or judicial order disapproving this Contract. The Company shall, promptly after the execution of this Contract, seek such approval. If the Illinois Commerce Commission does not approve this Contract on or before May 15, 1998, this Contract shall be null and void unless extended by the written mutual agreement of the parties, which agreement will not be unreasonably withheld.

5. **Arbitration.** Any dispute, controversy or claim arising out of or in connection with or relating to this Contract or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration. The party calling for arbitration shall serve notice upon the other party in detail the question or questions to be arbitrated. Such arbitration shall be conducted pursuant to the rules of the American Arbitration Association before three arbitrators.

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ILLINOIS COMMERCE COMMISSION  
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(unless the Company and Customer agree to one arbitrator) designated by the American Arbitration Association. The arbitrators designated and acting under this Contract shall make their award in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. All arbitration proceedings hereunder shall be conducted in the City of Chicago. Such arbitration shall be concluded and the arbitrator's final order shall be issued within a reasonable period of time not to exceed six (6) months from the date of the demand for arbitration. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered by any court, state or federal, having jurisdiction, provided that to the extent the Illinois Commerce Commission has jurisdiction over the subject matter of the arbitration, the parties agree that the portion of the arbitrators' order which is subject to the jurisdiction of the Illinois Commerce Commission is subject to the approval of the Illinois Commerce Commission. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own employees, experts, evidence and counsel. The provisions of this Section 5 shall survive any termination of this Contract.

6. Notices.

(a) All notices, requests, demands, payments, and other communications, other than Notices of Curtailments, to be given or delivered under or by reason of this Contract or Rider 32, shall be in writing and shall be deemed to have been given when delivered personally or two weekdays after having been sent by registered or certified mail, or overnight courier, with postage or charges prepaid, return receipt requested. All notices under this Contract (other than invoices for amounts due the Company under this Contract) must be sent to the respective party at its address set forth below:

To the Company: Director of Rates  
Commonwealth Edison  
One First National Plaza  
10 S. Dearborn  
Chicago, Illinois 60603

with a copy to: Manager of Retail Services  
Commonwealth Edison  
One First National Plaza  
10 S. Dearborn  
Chicago, Illinois 60603

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To the Customer: Director of Property Management  
Ameritech Illinois  
11 S. LaSalle, 11th Floor  
Chicago, Illinois 60606

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with a copy to: Vice President and General Counsel  
Ameritech Illinois  
38th Floor  
30 S. Wacker Drive  
Chicago, Illinois 60606

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(b) All invoices for amounts due the Company under this Contract must be sent to the address specified below:

Ameritech Accounts Payable  
311 W. Washington, 10th Floor  
Chicago, Illinois 60606

(c) The address to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided. Notice shall be effective upon receipt.

7. **General.** This Contract (i) may be executed in multiple counterparts, each of which shall be deemed an original and which, taken together, shall be deemed to express the single agreement of the parties; (ii) shall not be altered or amended except by an instrument in writing executed by authorized representatives of the parties (except as otherwise provided in Exhibit A); (iii) constitutes the entire agreement and merges and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter of this Contract (including the Electric Service Contracts described on Exhibit A in column (12)); (iv) is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; (v) may not be assigned (nor may any rights hereunder be assigned) without the prior written consent of the other party; provided that neither party shall withhold its consent to any such assignment if its rights hereunder will not be adversely affected thereby; (vi) does not confer any rights upon any person other than the parties and their respective successors and permitted assigns; (vii) may be performed by the Company through the use of agents and subcontractors (but such use shall not relieve the Company of any obligation hereunder); and (viii) shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles. Any provision of this Contract which is prohibited or unenforceable in a specific situation in any jurisdiction shall not affect the validity or enforceability of: (a) that provision in another situation or in any other jurisdiction, or (b) the other provisions of this Contract if such other provisions could then continue to conform with the purposes of this Contract and the terms and requirements of applicable law. A waiver by either party of any default by the other party of this Contract shall not be deemed to be a continuing waiver or a waiver of any other provision of this Contract, but shall apply solely to the instance to which the waiver is

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directed. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of July 8, 1997.

**FOR THE COMPANY:**

**FOR THE CUSTOMER:**

John C. Bukovski

Accepted by: (Print Name)

David Kelleher

Accepted by: (Print Name)

John C. Bukovski 7/16/97  
(Signature/Date)

David Kelleher 7-8-97  
(Signature/Date)

*DK*

Vice President

Official Capacity

Director - Property Management Services

Official Capacity

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**EXHIBIT A AUG 27 1997**

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

**BY COMMISSION ACTION**

Electricity will be supplied at the following locations and approximate demand levels as follows:

Account #	Address	Rate	Riders	Thirty Minute Demand	Available Curtailable Load	Entering Voltage	Trans-ferred In	Metering Voltage	Phase	Wires	Date of Previous Electric Service Contract
09094821658A	2940w Cortland Chicago	6T	7	332	332	13.2/12.7KV	277/480	277/480	3	4	5/1/95
03060412971A	641 N Dearborn, Chicago	6T	7	546	546	13.2/12.7KV	277/480	277/480	3	4	6/15/95
GK44JM25325A	20 S. Orchard, Park Forest	6T		193	193	13.2/12.7KV	120/208	120/208	3	4	5/1/95
1055908138A	200 E Randolph LLA1 Chicago	6T	7	879	879	13.2/12.7KV	277/480	277/480	3	4	5/6/87
10052006946A	2211 S Wabash Chicago	6		318	318	13.2/12.7KV	120/208	120/208	3	4	3/1/88
28112024011A	6247 S Kilbourn Chicago	6		287	287	13.2/12.7KV	120/208	120/208	3	4	3/13/96
BH80JA21572A	106 Eastman Arlington Heights	6T		616	616	13.2/12.7KV	277/480	277/480	3	4	5/15/95
BB01WM09793	1325 Jones, Hoffman Estates	6T		386	386	13.2/12.7KV	277/480	277/480	3	4	6/22/95
BU79JK43438A	10 N Scott, Arlington Heights	6	7, 25	497	497	13.2/12.7KV	277/480	277/480	3	4	5/8/87
GB77EJ09179A	18214 S. Dixie Hwy., Homewood	6T		181	181	13.2/12.7KV	277/480	277/480	3	4	5/1/95
AS25GN39806a	50 E Dundee Rd Wheeling	6		334	334	13.2/12.7KV	277/480	277/480	3	4	11/3/95
AM25HN29815A	2305 Sanders Rd, Northbrook break	6L	6, 7	1209	1209	13.2/12.7KV	277/480	277/480	3	4	4/18/95
EK01NN25451A	20 N. Main St Lombard	6T	7	503	503	13.2/12.7KV	120/208	120/208	3	4	4/13/95
EK13GD25410A	444 Pennsylvania, Glen Ellyn	6T		181	181	13.2/12.7KV	120/208	120/208	3	4	5/15/95
4608033000A	1620w 99th St Chicago	6		310	310	13.2/12.7KV	120/208	120/208	3	4	1/1/76
19100533037A	3950 N Sawyer Chicago	6	7	351	351	13.2/12.7KV	120/208	120/208	3	4	10/18/95
19122433186A	3949 N La Claire Chicago	6	7	310	310	13.2/12.7KV	120/208	120/208	3	4	10/18/85
36061033195A	233w 76th St	6T	7	639	639	13.2/12.7KV	120/208	120/208	3	4	10/16/86
16084512161A	2240-44w 37th St	6T	7	370	370	13.2/12.7KV	277/480	277/480	3	4	3/5/96
ES10AA39117A	1020 E. New York, Aurora	6T	7	151	151	13.2/12.7KV	120/208	120/208	3	4	4/27/96
EG05EF19946A	25w251 Ridgeland, Listc Twp.	6T	7, 25	138	138	13.2/12.7KV	277/480	277/480	3	4	5/1/95
GF77IC17129A	1401 Deer Creek, Ford Heights	6T		100	100	13.2/12.7KV	120/208	120/208	3	4	5/9/95
Total				1,831 mW	1,831 mW						

From time to time, the Customer may, upon 60 days prior written notice to the Company, amend this Exhibit A to add or delete locations. Upon receipt of such Notice, the Company shall (i) amend this Exhibit A by adding (or deleting) the information in all columns of this Exhibit for such additional (or deleted) locations. All such additions or deletions shall be effective on the 60<sup>th</sup> day after receipt by the Company of the Customer's written notice (or such other date as the parties may otherwise agree); provided that (i) no such additions or deletions may become effective during the Curtailment Season (as defined in Rider 32 and (ii) any such addition or deletion requested 60 days prior to or during the Curtailment Season shall become effective on the later of (i) the October 1 following such request, or (ii) 60 days after receipt by the Company of the Customer's written notice (or such other date as the parties may otherwise agree).

EXHIBIT B

**FACILITIES RENTAL SERVICE - RIDER 6**

Ameritech-Ibl-#6715  
2305 Sanders Road  
Northfield Township, Illinois

Account #: AM25-HK-29835  
SPS ID #: 93080212444130  
SER #:  
Contract Dated: 7-8-97

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of \$672.10 as described below:

<b>1. Required Facilities:</b>			
4 - 2000-KVA-COMP RADIAL TRANS, 13200-277480 V, PAD MOUNT	@ \$322.85	(KPO532000)	\$1,291.40
12 - 15KV - 200 AMPERES, CUTOUT, SMD-20	@ \$3.10	(1A4)	\$37.20
6 - 15 KV - INTERMEDIATE CLASS ARRESTER	@ \$1.30	(2B2)	\$7.80
6 - 10 KV - DISTRIBUTION CLASS ARRESTER	@ \$0.30	(2A4)	\$1.80
	<b>Total</b>		<b>\$1,338.20</b>
<b>2. Standard Facilities:</b>			
6 - 10 KV - DISTRIBUTION CLASS ARRESTER	@ \$0.30	(2A4)	\$1.80
6 - 15KV - 200 AMPERES, CUTOUT, SMD-20	@ \$3.10	(1A4)	\$18.60
2 - 2000-KVA-COMP RADIAL TRANS, 13200-277480 V, PAD MOUNT	@ \$322.85	(KPO532000)	\$645.70
	<b>Total</b>		<b>\$666.10</b>
<b>3. Frozen Transformer Rental:</b>			
			\$0.00
<b>4. Monthly Equipment Rental:</b>			
(Item 1 minus Item 2 minus Item 3)	<b>Total</b>		<b>\$672.10</b>
<b>5. Capacitor Facilities:</b>			
0 KVAR @ \$0.12			\$0.00
<b>6. Total Monthly Rental:</b>			
(Item 4 plus Item 5)			<b>\$672.10</b>

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of installation of the facilities; and whenever there is a change in facilities which requires a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

**FILED WITHOUT  
SUSPENSION**

**AUG 27 1997**

**BY COMMISSION ACTION**

P. 11/26

FAX NO. 2175284905

SEP-27-2000 WED 03:22 PM AMERITECH GOV. RELATIONS

EXHIBIT C  
**METER LEASE SERVICE**

**7**

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$1.15.

1. Actual Metering Equipment	Monthly Rental
1 - Three Phase, Transformer Rated, Class 10 watt-hour meters (J) @ \$6.00 ea .....	\$6.00
1 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$9.40
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10

**FILED WITHOUT  
SUSPENSION**

AUG 27 1997

**BY COMMISSION ACTION**

	Total (Item 1).....	<u>\$29.50</u>
2. Standard Metering Equipment		
1 - Three Phase, Transformer Rated, Class 10 watt-hour meters (J) @ \$6.00 ea .....		\$6.00
1 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea.....		\$8.25
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		\$14.10

3. Total Monthly Rental Payable (Item 1 minus Item 2).....	Total (Item 2).....	<u>\$28.35</u>
		<u>\$1.15</u>

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech  
Address 2940 Cortland  
Chicago

Dated 7-8-97 0909-48-21658

EXHIBIT C  
**METER LEASE SERVICE**

**7**

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agree to pay a total monthly rental of \$7.75.

1. Actual Metering Equipment	Monthly Rental
1 - Three Phase, Self Contained, Class 100 & 200 watthour meters (H) @ \$2.90 ea .....	\$2.90
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$6.00
1 - Demand Registers - mechanical or electronic (A) @ \$2.25 ea .....	\$2.25
1 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$9.40
2 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....	\$2.50
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10
2 - 480 Volt & under, over 2000A, indoor current transformers (D) @ \$5.45 ea .....	\$10.90

**FILED WITHOUT  
SUSPENSION**

AUG 27 1997

**BY COMMISSION ACTION**

	Total (Item 1).....	<u>\$48.05</u>
2. Standard Metering Equipment		
1 - Single Phase, Transformer Rated, Class 10 watthour meters (A) @ \$4.40 ea .....		\$4.40
1 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....		\$6.00
2 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea .....		\$16.50
2 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....		\$2.50
2 - 480 Volt & under, over 2000A, indoor current transformers (D) @ \$5.45 ea .....		\$10.90
	Total (Item 2).....	<u>\$40.30</u>
3. Total Monthly Rental Payable (Item 1 minus Item 2).....		<u>\$7.75</u>

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ametech

Address 841 N. Dearborn

Chicago

Dated 7-8-97

0306-04-12971

EXHIBIT C  
**METER LEASE SERVICE**

**7**

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$60.15.

1. Actual Metering Equipment	Monthly Rental
3 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$18.00
3 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$28.20
9 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$42.30

**FILED WITHOUT  
SUSPENSION**  
  
AUG 27 1997  
  
**BY COMMISSION ACTION**

	Total (Item 1).....	<u>\$88.50</u>
2. Standard Metering Equipment		
1 - Three Phase, Transformer Rated, Class 10 watthour meters (L) @ \$6.00 ea .....		\$6.00
1 - Time of Day Demand Registers - electronic (F) @ \$8.25 ea.....		\$8.25
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		\$14.10
	Total (Item 2).....	<u>\$28.35</u>
3. Total Monthly Rental Payable (Item 1 minus Item 2).....		<u>\$60.15</u>

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Customer's Name Ameritech  
Address 200 East Randolph  
Chicago

Dated 7-8-97

0105-59-08338

EXHIBIT C  
**METER LEASE SERVICE**

7

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$14.30.

1. Actual Metering Equipment	Monthly Rental
2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....	\$12.00
2 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$18.80
3 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....	\$3.75
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$14.10

FILED WITHOUT  
SUSPENSION  
  
AUG 27 1997  
  
BY COMMISSION ACTION

**RECEIVED**  
JUL 18 1997  
ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

	Total (Item 1).....	\$48.65
2. Standard Metering Equipment		
2 - Three Phase, Transformer Rated, Class 10 watthour meters (J) @ \$6.00 ea .....		\$12.00
2 - Demand Registers - mechanical or electronic (A) @ \$2.25 ea .....		\$4.50
3 - 480 Volt & under, under 1200A, indoor current transformers (A) @ \$1.25 ea .....		\$3.75
3 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		\$14.10

3. Total Monthly Rental Payable (Item 1 minus Item 2).....	\$14.30
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The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.

The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Dated 7-8-97 b=79 jk 43438 Customer's Name Ameritech # 6547  
Address 10 N. Scott  
Arlington Heights

EXHIBIT C  
**METER LEASE SERVICE**

**7**

The Company agrees to furnish and maintain on the Customer's premises metering equipment in excess of a standard metering installation to measure the electricity supplied to the Customer, as described below, for which the Customer agrees to pay a total monthly rental of \$64.70.

1. Actual Metering Equipment	Monthly Rental
4 - Three Phase, Transformer Rated, Class 10 watt-hour meters (J) @ \$6.00 ea .....	\$24.00
4 - Recording Demand Register - electronic (R) @ \$9.40 ea .....	\$37.60
2 - Data/Time Pulse Output - electronic register (W) @ \$2.85 ea .....	\$7.70
12 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....	\$56.40

**FILED WITHOUT  
 SUSPENSION  
 AUG 27 1997  
 BY COMMISSION ACTION**

**RECEIVED  
 JUL 18 1997  
 ILLINOIS COMMERCE COMMISSION  
 CHIEF CLERKS OFFICE**

	Total (Item 1).....	\$123.70
2. Standard Metering Equipment		
2 - Three Phase, Transformer Rated, Class 10 watt-hour meters (J) @ \$6.00 ea .....		\$12.00
2 - Recording Demand Register - electronic (R) @ \$9.40 ea .....		\$18.80
6 - 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		\$28.20
- 480 Volt & under, 1200-2000A, indoor current transformers (C) @ \$4.70 ea .....		
	Total (Item 2).....	\$59.00
3. Total Monthly Rental Payable (Item 1 minus Item 2).....		\$64.70

The Customer agrees to furnish and install the wiring, supports, and other appurtenances, as specified by the Company, necessary for the metering installation or installations.  
 The monthly rental specified above is in addition to all other charges under the contract to which this rider is attached and this contract rider is subject to change as provided in such contract.

Dated 7-8-97 AM25 HK 29835

Customer's Name AMERITECH  
 Address 2305 SANDERS  
NORTHFIELD

#	Meter Number	New Account	Days in Billing Period	Total KWH Usage	Max Demand (KW)	Current Charges	Load Factor	Old Account#	Geo Loc#	Rate	Riders	ESMT	Address	City
1	079163121	042111000	365	12,699,683	2,160 \$	819,754	0.67	0311042005	Q12660	6L	7	yes	520 South Federal St	Chicago
2	097163037	154912802	364	14,350,133	1,866 \$	945,317	0.85	1549128002	Q12220	6L	6,7	yes	311 West Washington	Chicago
3	097120714	294311002	365	12,995,200	1,863 \$	679,371	0.77	0284311002	Q65170	6L	6,7	yes	2165 Standard Rd	Northbrook
4	00164356	1430285001	365	5,834,039	903 \$	382,004	0.74	1430285001	Q12970	6T	7	yes	599 N Dearborn	Chicago
5	00164356	0273029000	367	4,086,400	710 \$	245,193	0.65	0275029000	Q65450	6T	7	no	105 W EASTMAN	ARLINGTON HEIGHTS
6	000163230	0470640001	365	3,815,359	627 \$	240,948	0.69	EU01FK14635	Q26340	6T	-	yes	20 S Ashland Ave	LaGrange
7	01989525	0935311005	369	3,826,719	618 \$	240,990	0.70	0935311005	Q12950	6T	6,7	yes	641 South Dearborn St	Chicago
8	097164140	1106383001	365	3,635,903	596 \$	225,143	0.70	ED75EB13686	Q26200	6T	7	yes	4924 Forest Avenue	Douglas Grove
9	097273161	0111427000	286	2,496,374	594 \$	224,605	0.61	AK25FW25472	Q65560	6T	6,7	no	42 S Fairview Ave	Park Ridge
10	078983458	0368788005	365	3,722,763	585 \$	220,659	0.73	RM71HD9815	Q17272	6T	7	no	1336 E Prairie Ave	Des Plaines
11	094483523	0699546004	352	3,503,260	557 \$	227,885	0.74	02075025363	Q12660	6T	6,7	yes	1340 W Monroe	Chicago
12	097139586	0429210006	365	3,321,575	536 \$	216,853	0.71	02075025363	Q25450	6T	32	yes	1325 N Jones Rd	Hoffman Estates
13	047513302	0475133002	365	3,056,160	526 \$	178,284	0.66	ED01NN25461	Q25450	6T	7	yes	20 S Main St	Lombard
14	097163532	1043646001	366	3,143,629	520 \$	320,421	0.69	17072431073	Q11320	6	6,7	yes	3332 N Sheffield	Chicago
15	093725528	1199717006	367	2,896,923	519 \$	195,831	0.63	2804121400	Q13950	6T	6,7	yes	6050 S Donchener	Chicago
16	081034704	0795330004	365	3,184,400	508 \$	202,558	0.71	EQ31UC36070	Q27130	6T	-	yes	255 E Chicago St	Elgin
17	082753315	4377411002	365	2,571,507	498 \$	218,104	0.59	88351A0410C	Q11422	6	-	no	95 W ALGONQUIN RD	ARLINGTON HEIGHTS
18	998034827	0371289002	367	2,402,556	495 \$	155,662	0.55	DN91KC31311	Q22100	6	6,7	yes	4123 W 26th St	Chicago
19	086130800	0364960009	365	2,315,010	470 \$	143,710	0.56	DL98HP27412	Q64010	6	-	yes	714 W Lake St	Chicago
20	075630802	0756308002	365	2,504,011	469 \$	164,610	0.61	-	Q22290	6	-	yes	735 W 100th Place	Oak Park
21	086167006	0933119008	363	2,232,715	467 \$	146,554	0.57	GB9PAL09550	Q22100	6	6,7	no	2427 UNION ST	Bridgeway
22	082709457	1631315002	365	2,800,800	461 \$	175,771	0.69	1912431186	Q12840	6	7	yes	3949 N LeClaire	BLUE ISLAND
23	093725620	0765175004	365	2,240,230	457 \$	164,894	0.56	ED01NN09285	Q67170	6T	15	no	162 S YORK ST	Chicago
24	998400046	5130349002	366	2,332,796	445 \$	147,177	0.60	1909030060A	Q11970	6T	-	yes	2401 West Grace	ELMHURST
25	097111642	0642273005	365	2,537,160	429 \$	147,027	0.52	EW61NL1410D	Q1280	6TE	7	yes	6031 N Northwest Hwy	Chicago
26	064593352	7530306001	165	1,879,528	414 \$	131,083	0.67	19106533037	Q10242	6	-	no	350 E DEVON	ITASCA
27	086167209	059492006	365	2,326,204	398 \$	150,686	0.69	42022739521	Q11930	6	7,32	yes	1944 N Sawyer	Chicago
28	097111651	1633113006	365	2,334,316	387 \$	150,658	0.64	11130523333	Q11740	6	7,32	yes	8158 S Marquette	Chicago
29	090116389	0697361003	365	2,101,545	377 \$	139,596	0.65	EP99EP2522A	Q11740	6	7,32	yes	5604 W Baldo	Chicago
30	0821370005	8521370005	365	2,179,160	375 \$	136,119	0.65	EP99EP2522A	Q26280	6	-	yes	120 S Lincoln Ave	Hinsdale
31	081660081	1199422002	367	2,206,157	374 \$	147,252	0.67	9094821658	Q11410	6TE	7	yes	2940 W Cortland	Chicago
32	079163191	0935412007	365	2,332,873	369 \$	131,295	0.72	16084512161A	Q13390	6TE	7	yes	2340 W 17th St	Chicago
33	091307584	0213320006	365	2,124,000	357 \$	135,789	0.68	AS25GN39806	Q69100	6	7,32	yes	50 E Dundee Rd	Chicago
34	082761773	0534298005	364	2,343,480	351 \$	142,804	0.76	ED19NCA882	Q67100	6	32	yes	7 W Green St	Waukegan
35	097222140	0697355007	366	2,048,417	346 \$	125,739	0.69	EL20CN27072	Q25420	6	-	yes	225 West Wesley Ave	Rockdale
36	11514974	8342417009	367	1,481,460	344 \$	170,183	0.56	2F10042328	Q13430	6T	6,7	yes	3104 W 61st St	Chicago
37	090102722	0720348005	365	2,002,400	340 \$	109,192	0.67	2808454084A	Q13410	6	-	no	6325 S Claremont	Chicago
38	082701521	0107482002	367	1,800,029	338 \$	108,903	0.61	AH28EK21551	Q21390	6TE	7	no	4918 W 85TH ST	OAK LAWN
39	086167088	0268412004	365	2,180,168	328 \$	127,232	0.76	AEWPUX15596	Q61250	6	7	no	8231 NILES CENTER RD	SKOKIE
40	086167088	0851794002	367	1,948,170	319 \$	115,278	0.69	IC03AA12466	Q45400	6	7	no	117 E CHURCH ST	ROCKFORD
41	086167088	0430410003	367	1,845,000	317 \$	117,708	0.66	EX10AAJ37144	Q73330	6	-	no	211-213 N CHURCH ST	LIBERTYVILLE
42	079134623	1480149000	365	1,665,000	311 \$	106,099	0.61	DD28CB0874A	Q11940	6T	-	no	580 EXCHANGE CT	AURORA
43	995496369	5810065005	363	1,665,000	309 \$	154,553	0.84	01935908338	Q64450	6	-	no	245 S 24TH AVE	BELLWOOD
44	06248275	1480149000	363	2,528,878	303 \$	111,616	0.65	4628041447	Q12990	6T	7	no	200 E RANDOLPH DR	RIVER GROVE
45	092521529	067164353	367	1,722,972	298 \$	113,400	0.65	4628041447	Q13560	6	7	yes	1628 W 99th St	CHICAGO
46	097110390	1430386003	365	1,811,446	298 \$	73,766	0.41	FE73AW25110	Q12330	6	-	no	2211 S WABASH	CHICAGO
47	097110390	0531759001	365	1,890,320	298 \$	73,766	0.41	FE73AW25110	Q71130	6	6, 32, 32	no	262 N Ottawa St	Joliet

49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99					
0614584002	0516940002	1286195000	3044318008	1323460008	2893742004	0738092009	0300766009	0382149008	0642299009	0699482001	0697462002	8843656000	0104694000	0724378009	8163148005	2216327009	0384050006	6066637005	0050488009	0207840008	1528214003	0291764003	7340666003	1024701005	1360514006	1810629001	0356590004	3814080000	0787121200	0826378405	5243318001	4874332004	0793747001	3556604002	0217652006	7826264007	0933377005	43066321005	0615649002	1344124002	0397461002	0356536000	553317007	6323049007	8094820005	0506121008	1633171008	2046358209	0874466007						
365	365	368	365	365	365	365	367	365	365	365	364	368	365	365	364	355	367	366	365	364	366	365	364	366	365	365	363	365	365	364	364	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365	365				
1,425,200	1,735,412	1,206,480	1,862,400	1,506,895	1,511,840	1,539,860	1,578,822	1,581,594	1,441,213	1,336,020	1,447,703	1,253,760	1,316,213	1,524,817	1,290,547	1,191,484	1,392,914	1,225,434	1,411,022	1,370,126	1,251,406	1,429,547	1,147,060	1,155,600	1,318,831	1,373,000	1,327,830	397,922	1,153,209	1,153,209	1,133,003	1,084,010	1,243,357	1,083,682	1,012,440	1,038,796	1,076,227	515,640	1,040,093	764,280	1,086,706	999,705	951,161	893,760	1,032,960	1,060,600	990,600	990,600	990,600	1,005,398					
\$ 81,448	\$ 113,595	\$ 83,057	\$ 112,321	\$ 97,858	\$ 97,858	\$ 103,676	\$ 100,834	\$ 100,834	\$ 101,544	\$ 101,544	\$ 92,012	\$ 80,822	\$ 82,025	\$ 101,914	\$ 88,136	\$ 42,916	\$ 90,093	\$ 241	\$ 42,081	\$ 44,870	\$ 89,180	\$ 89,180	\$ 77,259	\$ 14,838	\$ 14,838	\$ 83,972	\$ 80,935	\$ 14,877	\$ 81,017	\$ 55,685	\$ 67,174	\$ 75,789	\$ 70,374	\$ 80,608	\$ 67,459	\$ 67,459	\$ 67,478	\$ 49,430	\$ 47,408	\$ 67,446	\$ 55,695	\$ 61,768	\$ 62,576	\$ 67,532	\$ 66,916	\$ 75,378	\$ 61,311								
055 G54PK4512A	067 2507429129	047 GN75JA0876A	075 AGR5FP4082A	061	065 AF70W46376A	065 DA98B06041	067 ET3R041362	068 BNR01V31643	062 35080147578	065 KE6AA26159	065 28112024011	066 GR9AAZ26319	066 AC25EA20049	070 54060649873	039 2004297000A	056 0112192490	065 E7WFR41092	058 DFX2RA1364C	067 AU25GM43309	066 AN25GD31904	060 0210713331	069 8344KM39641	057 EM2AAJ2772B	057 EEOINR15714	066 G641AJ2004	070 GD9PAR14042	067 EG3HAA20006	020 FS31HL46140	061 7777771811A	061 AK8RC25166	060 G641AJ2004	059 BA62JAJ181A	064 EP72UM33125	061	059 08102709379	061	064 GB7ZEJ09179	031 361JAO474A	065 GK4J2425325	048 GQ5AZZ756A	069 ES10AA39117	064 ECG5EF19946	061	059 DHE6HN1576A	070 ELPH084596A	074 AAB3TV06172	070 36081033195	070 AL4EJH0584A	073 FM75AW2991F						
Q72210	Q11140	Q24150	Q62460	Q62540	Q27250	Q10540	Q25270	Q27680	Q11170	Q73160	Q13470	Q24420	Q35480	Q61110	Q13550	Q13750	Q11720	Q22460	Q10540	Q63210	Q62440	Q11590	Q23790	Q28130	Q13420	Q24380	Q24280	Q25150	Q72010	Q18220	Q24150	Q65290	Q27400	Q16490	Q11370	Q28230	Q24220	Q65090	Q24140	Q24120	Q25170	Q26750	Q21370	Q67130	Q62590	Q13930	Q61260	Q71150							
6	6	6	6	6	6	6	6TE	6	6TE	6	6	6	6	6	6TE	6	6TE	6TE	6	6	6TE	6TE	6	6	6TE	6TE	6	6	6	6	6	6	6	6	6	6TE	6	6	6	6	6	6	6	6	6	6	6	6	6						
32	-	-	-	-	6,7	7,25,32	7	7	7	-	7,32	6	6	-	7,32	-	7	7	7	7	7,32	7,32	7,32	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6				
no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no	no
475 E Oak St	1512 W CARMEN	648 CHICAGO RD	10 N U Sica St	812 DEERFIELD RD	430 E MAIN ST	9525 W BRYN MAWR AVE	10 E Irving Park Rd	20 S BROOKWAY ST	1622 W PRATT BLVD	2404 8TH AVE	6249 S Kilbourn Ave	15321 CENTER AVE	1520 CHICAGO AVE	65 W 113th St	825 E 44TH ST	5055 W FLKTON	7410 W 69RD ST	9450 W BRYN MAWR	2029 WALTERS AVE	1846 2nd St	346 W Adams	700 N Main Dr	1674 FRONTENAC RD	800 JORIE BLVD	850 BURHAM AVE	79 E 137TH ST	82 S STOLP AVE	23940 ANDREWS RD	BRYN MAWRWOLF RD	2205 HERVEY AVE	1628 VINCENNES AVE	44 S VAIL AVE	200 S Main St	400 S JEFFERSON	1908 S St Louis	8665 S MAIN ST	1824 Dixie Hwy	1200 N ARLINGTON HEIGHTS RD	20 S Orchard	16240 MAIN ST	1020 E New York St	25 W 251 Ridgeband	6730 W 174TH PL	303 W LAKE ST	80 WATER ST	165 E DEERPATH	233 West 76th St	6601 DEEMSTER ST	1414 W JEFFERSON ST						
CHICAGO	CHICAGO HTS	Waukegan	DEERFIELD	BARRINGTON	ROSEMONT	Roselle	PALATINE	CHICAGO	ROCKFORD	Chicago	HARVEY	WHEATON	EVANSTON	Chicago	CHICAGO	CHICAGO	SUMMIT	ROSEMONT	NORTHBROOK	Highland Park	Chicago	Schaumburg	NAPEVILLE	DAK BROOK	CALLUMET CITY	RIVERDALE	AURORA	WHEATLAND	CHICAGO	NORTH CHICAGO	CHICAGO HTS	ARLINGTON HEIGHTS	Barlet	CHICAGO	Chicago	DOWNERS GROVE	Homewood	ARLINGTON HEIGHTS	Park Forest	HARVEY	Aurora	Naperville	TINLEY PARK	NORTHLAKE	EAST DUNDEE	LAKE FOREST	Chicago	MORTON GROVE	JOUET						

100	08419018	1059649006	365	942,540	152 \$	56,158	0.71	GUBIAK270AA	Q21510	6	07, 12	15248 RAVINA AVE	ORLAND PARK
101	000807568	3456000000	365	874,560	150 \$	55,911	0.67	BC038W2500A	Q73660	6	32	222 W Jackson St	Woodstock
102		4294659009	365	831,540	149 \$	47,043	0.64	0406041780B	Q10000	06		CHICAGO AREA	CHICAGO
103		9004214009	365	743,295	139 \$	48,270	0.61		Q28540	6		200 W 63RD ST	WESTMONT
104		3078182003	365	781,260	139 \$	45,403	0.64	AW95EN2441B	Q61320	06		737 12TH ST	WILMETTE
105		27734802	365	773,640	138 \$	45,373	0.64	DJ31HD23819	Q62180	6TE	07	34 HILLSIDE AVE	HILLSIDE
106		6234620007	365	731,004	137 \$	47,471	0.61		Q44440	6		8658 W SORENG	SCHILLER PARK
107		1297846005	365	785,160	136 \$	45,484	0.66	GP68F33936	Q21390	6TE	07, 12	7900 W 95th St	Victory Hills
108		9109477008	365	639,360	134 \$	39,086	0.54	FP22GL6392A	Q71370	06		210 E JEFFERSON ST	MORRIS
109		1430491009	365	711,268	133 \$	46,222	0.61		Q10170	6		4533 W ROSCOE ST	CHICAGO
110		3410547002	365	802,800	133 \$	46,136	0.69	BU06AL1648A	Q73140	06	32	1311 N Court St	McHenry
111		AEK0P73102A	365	705,355	132 \$	45,806	0.61		Q45660	6		2000 N LEVMS AVE	WAUKEGAN
112		623670002	365	674,460	130 \$	39,556	0.59	EN01GL31726	Q27520	6TE	07, 12	225 Main Street	West Chicago
113		2194107001	365	762,900	128 \$	36,875	0.68	GB73AM6598A	Q21560	06		12314 S 86TH AVE	PALOS PARK
114		2219408001	365	667,950	125 \$	41,377	0.61		Q45150	6		1931 PRAIRIE ST	GLENVIEW
115		1394225007	365	660,469	124 \$	42,891	0.61		Q42790	6		24401 HART RD	ROUND LAKE
116		447649005	365	699,760	122 \$	40,818	0.65	EK13CD25410	Q23100	6TE	32	44 Pennsylvania	Olten Elys
117		188375000	365	714,720	118 \$	41,262	0.69	BG15AC19850	Q73590	6TE	07	486 VIRGINIA ST	CRYSTAL LAKE
118		698626006	365	614,514	115 \$	39,907	0.61		Q29580	6		1516 W 22ND ST	OAK BROOK
119		354324002	365	490,300	112 \$	26,794	0.46	BF90W7417406	Q26590	6TE	07	2777 Prudence Rd	Hoffman Estates
120		1842260009	365	639,600	111 \$	36,969	0.64	HDR8EA14344	Q7420	6TE	07	508 N 1ST AVE	STERLING
121		467757005	365	598,680	106 \$	34,307	0.65	BP90MD3441	Q29320	6TE	07, 12	1718 Marchman Rd	Schaumburg
122		0942194009	365	561,078	105 \$	36,436	0.61		Q24170	6		1401 Deer Creek Road	Forest Kinship
123		879581003	365	578,000	105 \$	33,637	0.63	PQ79CA35708	Q71310	6TE	09, 11	627 Lockport St	Wheatfield
124		3942895007	365	467,280	102 \$	28,595	0.53	FT79AZ21190	Q71500	6TE	07	123 E 104th Street	Lockport
125		294723005	365	623,120	102 \$	28,736	0.70	BR11W737531	Q27120	6TE	07, 25	111 E Main Street	Lake Zurich
126		95689008	365	531,280	101 \$	30,394	0.60	AC60NA11820	Q42130	6TE	07	511 Lake Street	Antioch

# Memorandum

Exhibit 1.5

# ComEd

Date: September 2, 1997

To: R B Barn                      T. M. Panfil  
D F Geraghty                  R P. Roling  
J. Isio, Jr.                      A. L. Slager  
L E Miller                        S. L. Spencer

From: Sharon M. Kelly  
Rate Department - 36 FMW

Subject: Ameritech Illinois Electric Service Contract

Enclosed is a copy of the Special Contract between Commonwealth Edison Company and Ameritech Illinois, which was filed with the Commission on July 18, 1997, and was approved by the Commission on August 27, 1997 to be effective on September 2, 1997.

*Please note that this contract contains confidentiality provisions that limit what ComEd may say publicly about it. Specifically, ComEd may not disclose prior proposals, negotiations, or actual charges billed to the customer, and may not discuss the existence of the contract or its terms with the media or in any public forum. Therefore, this contract should be kept in a secured location with access for review strictly limited to a "need to know" basis only. Duplication of this contract should be avoided.*

Signed Timothy J. Mahoney  
for Sharon M. Kelly

Approved Paul R. Crumrine  
P. R. Crumrine  
Director of Rates

SMK:cmr  
Enclosure

Attachment 11

**ComEd.**

Commonwealth Edison Company      www.exeloncorp.com  
Commercial Center  
1919 Swift Drive  
Oakbrook IL 60521-1502

An Exelon Company

November 22, 2000

Ameritech Special Contract  
60605 3597

Dear :

Thank you for your participation in ComEd's Rider 32—Energy Cooperative curtailment program. Your organization has earned a credit of \$ 309,085, which may have been increased to reflect tax implications payable via the enclosed incentive check. Although we did not require much weather-related curtailment this year, your participation commitment was valuable.

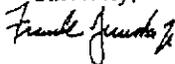
The mild summer afforded us the opportunity to continue our efforts in improving the reliability of our Transmission & Distribution system. And, as you know, because of the mild weather, we did not have to request any curtailment activities. However, participation in Rider 32 provides for year-end incentives for your contracted commitment level whether or not there are any curtailment events.

We're glad to present you with your incentive as appreciation for your organization's participation in Rider 32—Energy Cooperative. Curtailment is an important component in our continuing reliability initiatives and we look forward to your participation again next year.

Please note that even if your organization decides to receive its electricity from someone other than ComEd, we still have curtailment programs in which you may participate and earn incentives!

If you have any questions about your incentive payment, your curtailment program or the competitive electricity marketplace under customer choice, please contact your Account Manager or the ComEd Business Solution Center at 1-877-249-7766. Additional information concerning customer choice also can be found on our Web site at [www.comedpowerpath.com](http://www.comedpowerpath.com).

Sincerely,



Frank Jiruska  
Vice President  
Energy Services

Exhibit 1.7

November 1, 1999

Del Hudson  
Account Manager  
Commonwealth Edison  
1919 Swift Drive  
Oak Brook, IL 60523

Mr. Hudson,

Ameritech requests the Customer Transition Charge (CTC) for the attached accounts. The accounts are part of a "customer specific electric service contract" and are subject to a custom CTC calculation according to the "Rate CTC - Customer Transition Charge" Commonwealth Edison tariff effective October 1, 1999.

The electric service contract was entered into by Commonwealth Edison and Ameritech on July 16, 1997 and was filed with the Illinois Commerce Commission on July 18, 1997.

Due to the rapidly changing energy market, we would like this information as soon as possible or by November 4, 1999, whichever comes first.

Sincerely,

Jim Karrels  
Regional Infrastructure Manager

NOV 06 1999 15:25 FR CSC-RIVERWOOD  
Commonwealth Edison Company  
One First National Plaza  
P.O. Box 767  
Chicago, IL 60690-0767

414 523 5203 TO 52744065

P. 02/03

Exhibit 1.8

**ComEd**

November 3, 1999

Mr. Jim Karrels  
Regional Infrastructure Manager  
Ameritech Property Services  
N17W24300 Riverwood Drive  
Waukesha, WI 53188

Mr. Karrels:

Your letter dated November 1, 1999, addressed to Mr. Del Hudson requesting customer-specific CTC calculations for accounts served under the contract between Commonwealth Edison and Ameritech dated July 16, 1997, has been received.

This electric service contract does not contain charges for electric service specific to the Ameritech locations served under the contract. Rather, this contract makes Rider 32 - Curtailable Service Cooperative, available to locations served under Rate 6 and allows for a single point of notification for Rider 32 curtailment information. The charges for electric service paid by all locations served under the contract are not customer-specific. Rather, the electric service charges are the same as those paid by any customer electing the same electric service rates. Thus, customer-specific CTCs for customers with Customer-specific Electric Service Contracts, referred to on Original Sheet No. 137 of Rate CTC - Customer Transition Charge, are not appropriate for these Ameritech locations. Customer-specific CTCs are appropriate only for those individual Ameritech locations which have electric demands (average of six highest in the three-year period ending June 30, 1999) equal to or greater than 3,000 kilowatts. Consequently, except for those Ameritech accounts that qualify for customer-specific CTCs by virtue of meeting the 3,000 kW criterion, the appropriate customer-class CTC will apply to each Ameritech account served under the contract referenced above.

If you have any further questions, please contact Mr. Timothy McInerney at (312) 394-3094.

Sincerely,

*Lawrence S. Alongi*

Lawrence S. Alongi  
Director of Rates

LSA:TFM:cmm

cc: Mr. Del Hudson (ComEd)

312 960 9520

Exhibit 1.9

32

**STANDARD RIDER 32 CONTRACT ADDENDUM  
ComEd ENERGY COOPERATIVE MEMBERSHIP AGREEMENT**

This Contract Addendum, dated \_\_\_\_\_, between ComEd, herein called the "Company," and \_\_\_\_\_ herein called the "Customer," is for service on the premises occupied by the Customer at \_\_\_\_\_ Illinois.

This Rider 32 Contract Addendum is a part of any existing rate contract between the Company and the Customer. Any changes in the rate(s) and other applicable portions of the Company's Rate Schedule shall be applicable to service rendered hereunder.

The Customer will receive and pay for electric service in accordance with the above contract. In addition, the provisions of Rider 32, Curtailable Service Cooperative attached hereto, shall apply.

The Customer elects a Target Load Reduction During Curtailment of \_\_\_\_\_ Kilowatts.

The Customer shall notify the Company, and a new Contract Addendum shall be executed, if a change in Target Load Reduction is desired.

- This is an initial Rider 32 Contract Addendum.
- This renewal Rider 32 Contract Addendum supersedes the Rider 32 Contract Addendum dated \_\_\_\_\_

Service shall commence on or about \_\_\_\_\_

FOR THE COMPANY:

FOR THE CUSTOMER

Submitted By \_\_\_\_\_ Pmt Name \_\_\_\_\_

Accepted By \_\_\_\_\_ Signature/Date \_\_\_\_\_

Approved By \_\_\_\_\_ Signature/Date \_\_\_\_\_  
Marketing Vice President

\_\_\_\_\_ Pmt Name \_\_\_\_\_

Official Capacity

0206 | 55 | 33720  
Account Number

101395