

TERMS AND CONDITIONS OF DELIVERY SERVICE

The Terms and Conditions contained herein are in addition to the Company's Standard Rules, Regulations and Conditions of Service. If there is a variance between the orders or regulations of the ICC and the Terms and Conditions of Delivery Service contained herein, the orders and regulations of the ICC shall govern. If there is any variance between the Company's Standard Rules, Regulations and Conditions of Service and the Terms and Conditions of Delivery Service, the Terms and Conditions of Delivery Service shall govern.

DEFINITIONS

"Act" refers to the Electric Customer Choice and Rate Relief Law of 1997, as well as any applicable sections of the Public Utilities Act.

"Alternative Retail Electric Supplier" or "ARES" has the same meaning as the definition stated in 16-102 of the Act.

"Bundled Service" refers to service, provided by the Company, for electric power and energy as well as the delivery of electric power and energy subject to a single tariff which does not separately delineate the prices or services for the purchase of the commodity or delivery thereof.

"Company" refers to Mt. Carmel Public Utility Co. ("MCPU")

"Control Area Utility" refers to Central Illinois Public Service Co. ("CIPS"), d.b.a. Ameren-CIPS, or any successor, which describes the utility that provides "control area services" for MCPU, and to which utility MCPU may, at any time, be physically connected and reliant upon for transmission service.

"Customer Delivery Point" refers to the Company's meter or point of connection with Customer's facilities or a point designated by a location on the Customer's premises.

"Customer Self-Manager" refers to any Customer who undertakes the responsibilities for managing its own supply of power and energy as well as managing its own delivery services.

“DASR” refers to a “Direct Access Service Request”, or the administrative mechanism by which a Customer is switched from “bundled” service to Delivery Service or by which a customer switches power and energy suppliers in order to further utilize Delivery Services.

“Delivery Services” refers to those services provided by the Company that are necessary in order for the transmission and distribution systems to function so that retail Customers located in the MCPU service area can receive electric power and energy from other suppliers, and includes, without limitation, standard metering and billing functions.

“Electric Utility” means a public utility, as defined under Section 3-105 of the Act.

“FERC” refers to the Federal Energy Regulatory Commission.

“ICC” refers to the Illinois Commerce Commission.

“Letter of Agency” or “LOA” refers to a document, as described in Section 2EE(2) of the Consumer Fraud and Deceptive Practices Act, and for which the sole purpose provided for herein is to authorize the change of electric service providers. For purposes herein, the letter must be signed and dated by the Customer, list the Customer’s name, service address and/or mailing address, telephone numbers, the Company account number, the meter number, the Company’s name, and a statement reflecting the Customer’s decision to switch suppliers.

“OATT” refers to the Open Access Transmission Service Tariff of MCPU, which describes services subject to the jurisdiction of the FERC.

“CIPS’ OATT” refers to the applicable Open Access Transmission Tariff of Central Illinois Public Service Company d.b.a. Ameren-CIPS, Ameren Corporation or any successor tariff thereof. Such tariff is under the jurisdiction of the FERC and reference herein includes reference to transmission service as well as all ancillary services provided for in the tariff.

“Retail Customer” has, for purposes herein, the same meaning as the definition stated in Section 16-102 of the Act.

“Retail Electric Suppliers” refers to ARES and any other entity authorized by the Act to supply power and energy or other services to Retail Customers.

“Primary Retail Electric Supplier” refers to a Retail Electric Supplier designated by Customer, which supplier will serve as agent for Customer as well as the Company’s point of contact, as well the point of contact for any other Retail Electric Suppliers engaged simultaneously by the Customer.

“Service Area” means (1) the geographic area within which an electric utility was lawfully entitled to provide electric power and energy service to Retail Customers as of the effective date of the Act, and includes (2) the location of any Retail Customer to which the Electric Utility was lawfully providing electric power and energy service on such effective date.

“Small Commercial Retail Customer” refers to those nonresidential Retail Customers of an Electric Utility who consume 15,000 kilowatt-hours or less of electric energy annually at locations within the Company’s Service Area.

“Tariffed Service” means services provided to Retail Customers by an Electric Utility as defined by its rates on file with the ICC pursuant to provisions of Article IX of the Act, but shall not include Competitive Services as defined in the Act.

“Terms and Conditions” refers to both the Standard Rules, Regulations and Conditions of Service and to these Terms and Conditions of Delivery Service.

“Transition Charge” means a charge expressed in cents per kilowatt-hour that is calculated for a Customer or class of Customers for each year in which an Electric Utility is entitled to recover Transition Charges as provided for in Section 16-108 of the Act, and as defined in Section 16-102 of the Act.

“Transmission Dependent Utility” or **“TDU”** refers to an Electric Utility, such as MCPU, whose receipt of delivery of power and energy is entirely dependent upon the transmission system of another Electric Utility.

“Unbundled Service” means a component part of a tariffed service that the Electric Utility subsequently offers separately to its Customers.

REQUESTING DELIVERY SERVICE

DIRECT ACCESS SERVICE REQUESTS (The DASR Process)

Customers are enrolled in Delivery Service tariffs through the submission of a DASR. The DASR will NORMALLY be submitted on behalf of the Customer by a Retail Electric Supplier. Customers demonstrating a degree of sophistication necessary to manage their power and energy requirements with Retail Electric Suppliers may submit a DASR on their own behalf. Should a Customer intend to submit a DASR on its own behalf, it is suggested that the Customer contact the Company in advance in order to minimize the possibility that any of the Customer's service requirements go un-served.

Submission of a DASR is required for each account number held by a Customer with multiple accounts.

Submission of a DASR is required each time a Customer changes Retail Electric Suppliers.

The normal timing of changes in service (whether from Bundled Service to Delivery Service, between Retail Electric Suppliers, or to return to Bundled Service) shall occur on the normally scheduled billing cycle date corresponding with the normal date upon which the Customer meter is read. As a result, any DASR submitted for any change in service that is received at least ten working days prior to the normal meter read date will be assigned an effective date as of that next billing cycle date. Any DASR received less than ten working days prior to the next scheduled billing cycle date will be assigned an effective date which corresponds with the next succeeding billing month meter read date. A change in service which occurs on any date other than the normal meter read date must be arranged and agreed to by the Company and may be contingent on the ability of the Company to read the meter on a date other than the normally scheduled date. Other exceptions to this rule would be Customers whose meters record interval usage information on at least an hourly basis for an entire month. In such an instance, accurate information regarding an "off-cycle" switch is more readily available, thereby allowing the choice of an "off-cycle" date. When such an "off-cycle" date is arranged, the DASR must still be submitted no less than ten working days prior to the agreed upon date.

DASR's may be submitted up to 45 working days prior to the requested effective date indicated on the DASR. Any DASR submitted earlier than 45 working days prior to a requested effective date shall be rejected. Should the DASR contain no requested effective date, the next valid effective date occurring on the basis of normal billing cycles will be assigned.

PENDING DASR's

The first verified DASR received for a specific effective date or month is the only valid DASR. No more than this one valid DASR can be in a "pending" status. All other DASR's received for the same starting period will be rejected, unless a cancellation DASR is received which cancels the valid DASR, effectively rescinding it. A cancellation DASR is used only to invalidate or rescind a pending DASR submitted by the same entity.

DELIVERY SERVICE BASICS

Delivery Service is provided pursuant to a request by a Customer or a request by a Retail Electric Supplier in possession of a Customer-signed LOA. Requests for Delivery Service are made by executing a DASR and submitting said DASR to the Company. The DASR form may be obtained directly from the Company or may be obtained by accessing the Company's "website". Instructions for the execution of a DASR are included in the Supplier Handbook provided to Retail Electric Suppliers authorized to do business in the Company's service area. These instructions may also be obtained directly from the Company. Upon validation of any DASR submitted to the Company, the Company will provide any information necessary for the Customer to evaluate an appropriate Delivery Service rate schedule, and will also inform the Customer of the type and character of service which is available. The Company will also establish for the Customer the applicable schedule or schedules under which service can be provided, and if requested, the location and identification of the type of metering and related equipment owned by the Company. Customer shall have the option to purchase service at any reasonably available Delivery Service voltage, provided that there is no significant adverse impact upon system reliability, system efficiency or adverse impact to other Customers.

ELIGIBLE RETAIL ELECTRIC SUPPLIERS

The Company will provide Delivery Services to any Customer who elects to purchase power and energy from Retail Electric Suppliers who are authorized to do business in the Company's Service Area. The Company will maintain a list, on an on-going basis, of all Retail Electric Suppliers so authorized.

NON-DISCRIMINATORY ACCESS

The Company will reasonably accommodate: a request to move a Customer from Bundled Service to Delivery Service, a request to switch a Customer from one Retail Electric Supplier to another, and shall accommodate a return to Bundled Service on a non-discriminatory basis under the business transaction protocols provided for under these Terms and Conditions of Delivery Service.

NON-DISCRIMINATORY SERVICE

Delivery Services shall be priced and made available to all Customers electing Delivery Services on a non-discriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its supplier of electric power and energy, in accordance with applicable Commission Rules.

CHANGES IN CUSTOMER LOCATION

WITHIN THE COMPANY'S SERVICE AREA

If a Delivery Service Customer moves from one premise in Company's Service Area to another premise within the Company's Service area, the Company shall assume (unless otherwise notified) that Customer seeks to continue to receive power and energy from the Customer's then existing Retail Electric Supplier. Upon notification of the move by the Customer, the Company shall notify the Retail Electric Supplier and in accordance with the business transaction protocols set forth herein, the move will be reasonably accommodated. To continue providing service to the Customer, the supplier must submit a DASR. If any time elapses between the physical move and the continued provision of power and energy by the supplier, the Customer will be served under bundled rates for that period of time. The Customer will be responsible for all wholesale power costs incurred by Company in providing this default service, if such costs are in excess of those included in bundled rates for the period of service.

NEW CUSTOMERS TO THE COMPANY'S SERVICE AREA

The Company, to the extent practical, shall permit a new Customer who seeks to immediately take Delivery Services upon entering the Company's Service Area to do so. When notified by a Customer or a Retail Electric Supplier of such a move, the Company will attempt to establish Delivery Services for the new Customer in a manner similar to that of an existing bundled service Customer, within the limits of the business transaction protocols established herein. Should a new Customer to the Company's Service Area request Delivery Services but not yet have chosen a Retail Electric Supplier, the Company will establish service for the Customer under the applicable bundled service tariff, and switch the Customer to Delivery Services when a relationship with a Retail Electric Supplier is established, in accordance with the procedures for switching contained herein.

DISCONNECTED DELIVERY SERVICE CUSTOMERS

In those instances where a Delivery Services Customer is disconnected by the Company for non-payment, and is subsequently reconnected, such Customer shall be treated as a new Delivery Services Customer. In such case, the Existing Retail Electric Supplier must submit a DASR in order to continue providing electric power and energy. Should any time period elapse between the time of reconnection and the establishment of Delivery Service as a result of the DASR submission, the Company will establish service under the applicable bundled service tariff until Delivery Services are established.

DISCONNECTION OF DELIVERY SERVICES

The Company may discontinue Delivery Services in accordance with the provisions set forth in the Company's Standard Rules, Regulations and Conditions of Service set forth in ILL CC No. 8, as they are applicable herein. Upon such disconnection, the Company will provide notice to the Retail Electric Supplier of record within three business days of the disconnection. Disconnection for nonpayment shall also include instances where an RES, providing Single Billing Service, fails to compensate the Company for its Delivery Service charges.

ACCESS TO NECESSARY INFORMATION

RETAIL ELECTRIC SUPPLIERS

The Company will maintain, on an on-going basis, a list of Retail Electric Suppliers authorized to do business in its Service Area.

CALL CENTER

The Company will maintain a location where Customers can reach a Company representative by phone or by "fax" in order to request current information. The Company will periodically notify Customers of how to reach the Call Center.

RELEASE OF CUSTOMER INFORMATION

By presenting the Company with a signed verifiable authorization, a Customer may authorize the release of its historical billing and usage data to a Retail Electric Supplier or to someone acting as agent for the Customer. Customer information release forms may be obtained from the Company or the Customer and its Retail Electric Supplier or agent may provide their own form suitable for the purpose. Data may be released only one time for each authorization submitted. This provision is not meant to prohibit a Customer from directly requesting its account information and having that information sent directly to the Customer.

In the event a Customer wishes to prohibit the release of any information, the Customer may block the release of any information until such time as the Customer contacts the Company in writing to allow such release. The Company shall maintain records showing the date of the blocking request and the name, phone number and address of the individual placing the blocking request. A Customer's authorization to switch suppliers via an LOA is not sufficient to unblock the release of Customer data.

CUSTOMER INFORMATION TO BE RELEASED

Upon authorization by a Customer, the Company shall provide to the Customer or its authorized agent the Customer's billing and usage data. For commercial and industrial Customers, that have, since January 1, 1995, been billed, at least in part, on a demand basis, historic usage shall be provided. All such Customer information shall be made available in a timely fashion and in an electronic format if available and if practical. For Customers existing on the Company's system for over 12 months, the Company shall provide the most recent twelve months of information.

For newer Customers, the Company shall provide all available information. The information shall also include the applicable load shape, rate classification and other general information or characteristics of the Customer, if requested. Billing and usage data shall be released once to any given RES. Any subsequent request shall be subject to a charge provided for in the RETAIL ELECTRIC SUPPLIER SERVICE TARIFF.

CONFIDENTIALITY OF CUSTOMER INFORMATION

No Retail Electric Supplier or other agent for Customer who has obtained information provided by the Company pursuant to an LOA or other Customer authorization shall release that information to any person or entity other than the Customer.

NONDISCRIMINATORY ACCESS TO INFORMATION

A Customer may submit a standing request to the Company for information related to the Company's transmission or distribution system that has been provided to any Retail Electric Suppliers that are affiliated with the Company. Subject to such a standing request, the Company shall contemporaneously make this same information available to any unaffiliated Retail Electric Supplier authorized by the Customer.

Such information will include any generic information concerning the usage, load shape curve or other general characteristics of Customers by rate classification that the Company would have made available to its affiliated interests in competition with Retail Electric Suppliers.

CUSTOMER ENROLLMENT AND SWITCHING

SWITCHING RETAIL ELECTRIC SUPPLIERS

Once a Customer has selected a Retail Electric Supplier, and the Company has been notified in accordance with the business transaction protocols established herein, Delivery Service will commence upon the next scheduled meter reading cycle date following the established notification period, as that notification period is set forth in the portion of these Terms and Conditions dealing with the DASR process.

Exceptions to this schedule shall be made where the Customer and the Company have made and mutually agreed to other arrangements. A Customer may, at any time, switch from one Retail Electric Supplier to another subject to the business transaction protocols set forth herein. Charges apply for supplier switches after the initial switch from Bundled Service. These charges are set forth in the RETAIL ELECTRIC SUPPLIER SERVICE TARIFF.

OFF-CYCLE SWITCHING

Upon prior arrangements being agreed upon with the Company, a Customer with solid state electronic metering equipment capable of being read remotely, or capable of providing metering data on an hourly after the fact basis, may switch from bundled service to Delivery Service, or between Retail Electric Suppliers under Delivery Service, or back to bundled service as of a date other than a scheduled meter reading cycle date. Charges may apply to certain off-cycle switches. Refer to the RETAIL ELECTRIC SUPPLIER SERVICE TARIFF for specific details.

CONFIRMATION OF A SWITCH

Upon receipt by the Company of a valid request to switch Retail Electric Suppliers, the Company will send confirmation of the switch to the Customer, as well as the old supplier and the new supplier. The confirmation notice to the Customer shall advise the Customer as to the name and phone number of the new supplier, and inform the Customer that if the switch request information is incorrect, the Customer should contact the Company immediately. If the Customer indicates to the Company that the proposed switch is invalid, the switch shall not be made by the Company. It will be the responsibility of the Retail Electric Suppliers involved to clarify arrangements with the Customer.

RETURN TO BUNDLED SERVICE

A small Commercial Customer may at any time return to bundled service from the Company, under business transaction protocols set forth herein. The Customer shall be responsible for any electricity consumed which is in excess of energy deliveries to the Customer during any period after Delivery Service is terminated but prior to when bundled service begins. Once a Customer leaves Delivery Service to return to Bundled Service, the Customer may not utilize Delivery Service tariffs for twelve months. Larger Delivery Services Customers wishing to return to Bundled Service must contact the Company and negotiate the terms under which service from the Company shall be provided.

DELIVERY SERVICES ENROLLMENT PACKAGE

Upon request by a Customer, a Retail Electric Supplier authorized by Customer or anyone authorized by the Customer to act as its agent, the Company will provide an enrollment package which contains the information necessary for the Customer to establish Delivery Services.

MULTIPLE RETAIL ELECTRIC SUPPLIERS

Customers shall have the option of contracting with more than one Retail Electric Supplier at any one time. At any such time as a Customer chooses to retain multiple Retail Electric Suppliers, the Customer shall designate a supplier to be the Customer's Primary Retail Electric Supplier.

In its role of Primary Retail Electric Supplier, the supplier shall serve as the point of contact between the Company and all agents or suppliers retained by the Customer, and shall perform all functions called for in the business transaction protocols set forth herein. Customers choosing to retain multiple suppliers shall be required to have installed by the Company metering equipment capable of providing hourly demand and energy information.

In addition, Customers that are eligible to take Delivery Services shall have the option of taking a portion of their power and energy requirements under Delivery Service and the remaining portion of their power and energy requirements from the Company. In such an instance, the Customer will purchase that portion of its power and energy from the Company under the Company's applicable bundled service tariff. Under this option, the applicable charges for demand, energy and fuel adjustment, as set forth in each respective tariff, shall apply to the billed quantities of demand and energy purchased each month from the Company. Customers will pay only the single Customer Charge specified in the applicable Delivery Service tariff. Customers choosing this option must separate their power and energy requirements in one of the following method or in another manner that may be mutually agreed to between the Company and the Customer.

- (1) The Customer may elect to have the Company install multiple metering for the power and energy served by the Company and the power and energy served by Retail Electric Suppliers.

(2) The Customer may specify delivery of its requirements for power and energy in accordance with one of the following formulas:

- (a) The Customer may designate a fixed quantity of power and energy each hour to be the first through the meter as being provided by the Company, with the remainder to be provided by the Retail Electric Supplier.
- (b) The Customer may designate a fixed quantity of power and energy each hour to be the first through the meter as being provided by the Retail Electric Supplier, with the remainder to be provided by the Company.
- (c) The Customer may designate percentages to be applied to power and energy consumed each hour which would designate, respectively, the quantities of power and energy provided by the Company and by the Retail Electric Supplier.

METERING AND OPTIONAL EQUIPMENT

DELIVERY POINT METERING INSTALLATION

If requested by Customer or a duly authorized Retail Electric Supplier, the Company shall furnish and install, at locations it designates, additional meters for the purpose of measuring the delivery of power and energy. The Company may at any time change any meter it has installed. Except as provided for under the Company's Optional Metering tariff in this Schedule, all tariffs for Delivery Service included in this Schedule are predicated on providing service to a single Customer with a single meter at a single delivery point.

Where service is provided to an account at more than one delivery point or metering installation, each single delivery point or metering installation shall be considered to be a separate account for purposes of obtaining power and energy from a Retail Electric Supplier and for purposes of applying the Company's Schedules of Rates. Exceptions to this rule may include:

- (1) instances where a Customer is served through multiple delivery points or metering installations for the convenience of the Company, or
- (2) if otherwise approved by the ICC, or
- (3) if the Customer applies to the Company and the use is found to comply with the applicable availability clause of the respective Rate Schedule, or

- (4) if the occurrence of multiple metering installations is to accommodate the measurement of power and energy delivered from multiple Retail Electric Suppliers engaged simultaneously by the Customer.

METER READINGS: Actual and Estimated

The Company routinely reads all nonresidential meters each billing period. If, for some reason, a meter is not read, the Company is unable to read the meter, or if for

any reason the meter fails to register the correct measurement of power and energy for some period of time, the Company will estimate the quantity of power and energy not otherwise read and, based on available data or judgment of Company, thereby render an estimated bill for service. Such estimated bill shall be payable as rendered. Should actual information subsequently become available, the Company shall, at such time, issue a corrected bill for service.

POWER AND ENERGY LOSSES

In the provision of Delivery Service over the Company's electric distribution system, electrical losses are incurred which constitute a portion of the total power and energy delivered over the various electric transmission systems which may exist between the source of the power and energy and the Customer's delivery point or meter. For purposes of recording Customer's use of power and energy and for reporting such use to the Control Area Utility, other transmission providers, Retail Electric Suppliers and the Customer, all measured or estimated quantities of power and energy shall be adjusted by a loss factor appropriate to their level of service.

DISPUTE RESOLUTION

When disputes occur between the Company and a Customer, there exist several mechanisms by which the dispute may be resolved. The Company will maintain a procedure for dispute resolution which is voluntary in nature and which will be utilized only if the Company and Customer agree to its use. The details of the procedure will be available at the offices of the Company. The Company shall also provide these details to the offices of the ICC to be made available to Customers. The procedure will also be provided automatically to any Customer upon request or when a Customer initiates either an informal or a formal complaint with the ICC that has not been or cannot be resolved over the phone or by an "in-person" meeting between the Company and Customer.

The procedure will include a list of steps that may be taken by the Customer and steps that may be taken by the Company. The procedure will also include a statement of the Customer's rights as provided for by law, and the right of the Customer to request a formal proceeding before the ICC.

TRANSMISSION SERVICE

JURISDICTION

The FERC has indicated it intends to maintain regulatory jurisdiction over the transmission service provided to "unbundled" retail power and energy Customers. As a result, while the Delivery Service tariffs included in this Schedule do not contain the charges related to the provision of wholesale transmission service, the

Customer, its agent or an applicable Retail Electric Supplier must secure wholesale transmission service under an appropriate agreement from both the Company (under its OATT) and also under the CIPS' OATT, due to the Company's status as a transmission dependent utility, or TDU.

Through these agreements, the Customer or its RES will be responsible for the cost of FERC jurisdictional transmission service.

A transmission agreement must be established with the Company and with the Control Area Provider prior to the beginning of service subject to tariffs under this schedule.

NETWORK INTEGRATION SERVICE

All retail Customers taking Delivery Services must secure, through an RES, Network Integration Transmission Service from the Company under its FERC OATT. Such service will be billed separately from the Delivery Service charges contained herein. This service will provide the Customer with transmission service over the Company's transmission facilities to the point where they integrate with the Company's electric distribution facilities.

CIPS' OATT

All retail Customers taking Delivery Services must also secure, through an RES, all necessary transmission service on the system of the Control Area Provider. This service shall provide the transmission service necessary for delivering power and energy to the Company's transmission system. In obtaining service under the CIPS' OATT, the Customer or its agent shall also secure all necessary ancillary services in order to deliver power and energy to Customers on the Company's system. In its arrangements with the Control Area Provider, the RES shall arrange for any back-up power it may need as well as arrange for the scheduling of losses, if necessary. The RES shall also contract with Ameren/CIPS for any settlement and imbalance services needed which may be associated with providing power and energy to Customers on the Company's system.

CURTAILMENT

In the event that the loading of the distribution system, or portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately among all Customers whose load contributes to the need for the reduction, whether such Customers receive power and energy from the Company or from another supplier, when such proportional curtailments can be accomplished within good utility practices. In the event of unplanned outages, service will be restored in accordance with good utility practice irrespective of whether a Customer receives power and energy from the Company or from another Supplier.

AVAILABILITY

Available to any Retail Electric Supplier (as defined herein) or Customer Self-Manager for use in providing power and energy service to Delivery Service Customers of Company.

NATURE OF SERVICE

This tariff provides services, as well as terms and conditions, that in conjunction with the Company's Delivery Service tariffs, allow Retail Electric Suppliers to provide power and energy to retail Customers utilizing the Company's electric transmission and distribution system. By Illinois law, only Retail Electric Suppliers are authorized to sell electric power and energy to those Delivery Service Customers who are not themselves a certified Retail Electric Supplier.

DEFINITIONS

"Act" refers to the Electric Customer Choice and Rate Relief Law of 1997, as well as any applicable sections of the Public Utilities Act.

“Alternative Retail Electric Supplier” or “ARES” has the same meaning as the definition stated in 16-102 of the Act.

“Bundled Service” refers to service for electric power and energy as well as the delivery of electric power and energy subject to a single tariff which does not separately delineate the prices or services for the purchase of the commodity or delivery thereof.

“Company” refers to Mt. Carmel Public Utility Co.(“MCPU”)

“Control Area Utility” refers to Central Illinois Public Service Co.(“CIPS”), d.b.a. Ameren-CIPS, or any successor, which describes the utility that provides “control area services” for MCPU, and to which utility MCPU may, at any time, be physically connected and reliant upon for transmission service.

“Customer Delivery Point” refers to the Company’s meter or point of connection with Customer’s facilities or a point designated by a location on the Customer’s premises.

RETAIL ELECTRIC SUPPLIER SERVICE

“Customer Self-Manager” refers to any Customer who undertakes the responsibilities for managing its own supply of power and energy as well as managing its own delivery services.

“DASR” refers to a “Direct Access Service Request”, or the administrative mechanism by which a Customer is switched from “bundled” service to Delivery Service or by which a customer switches power and energy suppliers in order to further utilize Delivery Services.

“Delivery Services” refers to those services provided by the Company that are necessary in order for the transmission and distribution systems to function so that retail Customers located in the MCPU service area can receive electric power and energy from other suppliers, and includes, without limitation, standard metering and billing functions.

“Electric Utility” means a public utility, as defined under Section 3-105 of the Act.

“FERC” refers to the Federal Energy Regulatory Commission.

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“Letter of Agency” or “LOA” refers to a document, as described in Section 2EE(2) of the Consumer Fraud and Deceptive Practices Act, and for which the sole purpose provided for herein is to authorize the change of electric service providers. For purposes herein, the letter must be signed and dated by the Customer, list the Customer’s name, service address and/or mailing address, telephone numbers, the Company account number, the meter number, the Company’s name, and a statement reflecting the Customer’s decision to switch suppliers.

“OATT” refers to the Open Access Transmission Service Tariff of MCPU, which describes services subject to the jurisdiction of the FERC.

“CIPS’ OATT” refers to the applicable Open Access Transmission Tariff of Central Illinois Public Service Company d.b.a. Ameren-CIPS, Ameren Corporation or any successor tariff thereof. Such tariff is under the jurisdiction of the FERC and reference herein includes reference to transmission service as well as all ancillary services provided for in the tariff.

“Retail Customer” has, for purposes herein, the same meaning as the definition stated in Section 16-102 of the Act.

“Retail Electric Suppliers” refers to ARES and any other entity authorized by the Act to supply power and energy or other services to Retail Customers.

“Primary Retail Electric Supplier” refers to a Retail Electric Supplier designated by Customer, which supplier will serve as agent for Customer as well as the Company’s point of contact, as well the point of contact for any other Retail Electric Suppliers engaged simultaneously by the Customer.

“Service Area” means (1) the geographic area within which an electric utility was lawfully entitled to provide electric power and energy service to Retail Customers as of the effective date of the Act, and includes (2) the location of any Retail Customer to which the Electric Utility was lawfully providing electric power and energy service on such effective date.

“Small Commercial Retail Customer” refers to those nonresidential Retail Customers of an Electric Utility who consume 15,000 kilowatt-hours or less of electric energy annually at locations within the Company’s Service Area.

“Tariffed Service” means services provided to Retail Customers by an Electric Utility as defined by its rates on file with the ICC pursuant to provisions of Article IX of the Act, but shall not include Competitive Services as defined in the Act.

“Terms and Conditions” refers to both the Standard Rules, Regulations and Conditions of Service and to these Terms and Conditions of Delivery Service.

“Transition Charge” means a charge expressed in cents per kilowatt-hour that is calculated for a Customer or class of Customers for each year in which an Electric Utility is entitled to recover Transition Charges as provided for in Section 16-108 of the Act.

“Transmission Dependent Utility” or “TDU” refers to an Electric Utility, such as MCPU, whose receipt of delivery of power and energy is entirely dependent upon the transmission system of another Electric Utility.

“Unbundled Service” means a component part of a tariffed service that the Electric Utility subsequently offers separately to its Customers.

GENERAL PROVISIONS

GOVERNANCE

If there exists a conflict between this tariff and any orders or regulations of the ICC, said orders or regulations shall govern. If there is a conflict between this tariff and the express terms of any rate schedule or contract approved by the ICC, the express terms of the rate schedule or contract shall govern.

CONTINUANCE OF SERVICE

The Company’s obligation to offer and continue to provide service under this tariff shall at all times be contingent upon the Retail Electric Supplier (“RES”) meeting the following prerequisites.

- 1) The RES will obtain a certificate of service authority from the ICC prior to serving any Customer.**
- 2) The RES will register with the Company prior to serving any Customer. A registration form can be obtained from the Company. (a sample of the form is attached to the end of this tariff)**
- 3) Pursuant to Section 16-118(a) of the Act, the RES shall enter into an agreement with Company outlining the scope of services to be provided, as well as the obligations of both the RES and the Company.**
- 4) The RES shall meet all continuing obligations.**

- 5) Payments due to Company from the RES are timely and up to date.
- 6) RES is able to transmit and receive DASR's, metering data and other business information according to requirements established by the Company.
- 7) The RES will have established and shall maintain any necessary interconnection agreements and transmission service arrangements necessary for services the RES intends to provide within the service area of Company. At a minimum, the RES will establish transmission service arrangements with the Company and with the Control Area Utility.
- 8) The RES shall procure and cause to be delivered all power and energy requirements of Customers within the Company's service area the RES intends to serve.
- 9) The RES shall at all times abide by the provisions of any tariff, contract or agreement, as may be applicable, that may at any time be in effect.
- 10) The Company may discontinue delivery services on behalf of an RES if the RES violates applicable tariffs, laws, regulations, or procedures in accordance with the provisions set forth in the Company's Standard Rules, Regulations and Conditions of Service as well as the conditions set forth herein.

REQUESTING DELIVERY SERVICE

DIRECT ACCESS SERVICE REQUESTS (The DASR Process)

Customers are enrolled in Delivery Service tariffs through the submission of a DASR. The DASR will NORMALLY be submitted on behalf of the Customer by a Retail Electric Supplier.

Submission of a DASR is required for each account number held by a Customer with multiple accounts.

Submission of a DASR is required each time a Customer changes Retail Electric Suppliers.

The normal timing of changes in service (whether from Bundled Service to Delivery Service, between Retail Electric Suppliers, or to return to Bundled Service) shall occur on the normally scheduled billing cycle date corresponding with the normal date upon which the Customer meter is read. As a result, any DASR submitted for any change in service that is received at least ten working days prior to the normal meter read date will be assigned an effective date as of that next billing cycle date. Any DASR received less than ten working days prior to the next scheduled

meter read date will be assigned an effective date which corresponds with the next succeeding billing month meter read date. A change in service which occurs on any date other than the normal meter read date must be arranged and agreed to by the Company and may be contingent on the ability of the Company to read the meter on a date other than the normally scheduled date. Other exceptions to this rule would be Customers whose meters record interval usage information on at least an hourly basis for an entire month. In such an instance, accurate information regarding an "off-cycle" switch is more readily available, thereby allowing the choice of an "off-cycle" date. When such an "off-cycle" date is arranged, the DASR must still be submitted no less than ten working days prior to the agreed upon date.

DASR's may be submitted up to 45 working days prior to the requested effective date indicated on the DASR. Any DASR submitted earlier than 45 working days prior to a requested effective date shall be rejected. Should the DASR contain no requested effective date, the next valid effective date occurring on the basis of normal billing cycles will be assigned.

PENDING DASR's

The first verified DASR received for a specific effective date or month is the only valid DASR. No more than this one valid DASR can be in a "pending" status. All other DASR's received for the same starting period will be rejected, unless a cancellation DASR is received which cancels the valid DASR, effectively rescinding it. A cancellation DASR is used only to invalidate or rescind a pending DASR submitted by the same entity.

DELIVERY SERVICE BASICS

Delivery Service is provided pursuant to a request by a Retail Electric Supplier in possession of a Customer-signed LOA. Requests for Delivery Service are made by executing a DASR and submitting said DASR to the Company. The DASR form may be obtained directly from the Company or may be obtained by accessing the Company's "website". Instructions for the execution of a DASR are included in the Supplier Handbook provided to Retail Electric Suppliers authorized to do business in the Company's service area. These instructions may also be obtained directly from the Company. Upon validation of any DASR submitted to the Company, the Company will provide any information necessary for the RES and the Customer to evaluate an appropriate Delivery Service rate schedule, and will also advise the RES and the Customer of the type and character of service which is available. The Company will also establish for the Retail Electric Supplier the applicable schedule or schedules under which service can be provided, and if requested, the location and identification of the type of metering and related equipment owned by the

Company. Customer shall have the option to purchase service at any reasonably available Delivery Service voltage, provided that there is no significant adverse impact upon system reliability, system efficiency or adverse impact to other Customers.

ELIGIBLE ELECTRIC SUPPLIERS

The Company will provide Delivery Services to any Customer who elects to purchase power and energy from Retail Electric Suppliers who are authorized to do business in the Company's Service Area. The Company will maintain a list, on an on-going basis, of all Retail Electric Suppliers so authorized. Once a Retail Electric Supplier has received a certificate from the ICC, the Supplier must register with the Company. Registration carries with it no rejection authority on behalf of the Company, but rather, is the mechanism by which the Company and Retail Electric Suppliers establish a business relationship and maintain communications contacts. The Supplier Registration Form is attached hereto in sample form. The form may be obtained from the Company or accessed on the Company's website.

NON-DISCRIMINATORY ACCESS

The Company will reasonably accommodate; a request to move a Customer from Bundled Service to Delivery Service, a request to switch a Customer from one Retail Electric Supplier to another, and shall accommodate a return to Bundled Service on a non-discriminatory basis under the business transaction protocols provided for under these Terms and Conditions of Delivery Service.

CHANGES IN CUSTOMER LOCATION

WITHIN THE COMPANY'S SERVICE AREA

If a Delivery Service Customer moves from one premise in Company's Service Area to another premise within the Company's Service area, the Company shall assume (unless otherwise notified) that Customer seeks to continue to receive power and energy from the Customer's then existing Retail Electric Supplier. Upon notification of the move by the Customer, the Company shall notify the Retail Electric Supplier and in accordance with the business transaction protocols set forth herein, the move will be reasonably accommodated.

NEW CUSTOMERS TO THE COMPANY'S SERVICE AREA

The Company, to the extent practical, shall permit a new Customer who seeks to immediately take Delivery Services upon entering the Company's Service Area to do so. When notified by a Customer or a Retail Electric Supplier of such a move, the Company will attempt to establish Delivery Services for the new Customer in a manner similar to that of an existing bundled service Customer, within the limits of the business transaction protocols established herein. Should a new Customer to the Company's Service Area request Delivery Services but not yet have chosen a Retail Electric Supplier, the Company will establish service for the Customer under the applicable bundled service tariff, and switch the Customer to Delivery Services when a relationship with a Retail Electric Supplier is established, in accordance with the procedures for switching contained herein.

DISCONNECTED DELIVERY SERVICE CUSTOMERS

In those instances where a Delivery Services Customer is disconnected by the Company for non-payment, and is subsequently reconnected, such Customer shall be treated as a new Delivery Services Customer. In such case, the Existing Retail Electric Supplier must submit a DASR in order to continue providing electric power and energy. Should any time period elapse between the time of reconnection and the establishment of Delivery Service as a result of the DASR submission, the Company will establish service under the applicable bundled service tariff until Delivery Services are established.

DISCONTINUATION (DISCONNECTION) OF DELIVERY SERVICES

The Company may disconnect delivery services to a Customer in accordance with the Company's Standard Rules, Regulations and Conditions of Service as well as the Terms and Conditions of Delivery Services contained elsewhere in this Schedule. The Company shall provide notice of such disconnection to the Customer's RES "of record" within three business days. Disconnection for nonpayment shall also include instances where an RES, providing Single Billing Service, fails to compensate the Company for its Delivery Service charges.

METERING AND OPTIONAL EQUIPMENT

DELIVERY POINT METERING INSTALLATION

If requested by Customer or a duly authorized Retail Electric Supplier, the Company shall furnish and install, at locations it designates, additional meters for the purpose of measuring the delivery of power and energy. The Company may at any time change any meter it has installed. Except as provided for under the Company's Optional Metering tariff in this Schedule, all tariffs for Delivery Service included in this Schedule are predicated on providing service to a single Customer with a single

meter at a single delivery point. Any charges for Optional Metering shall be the positive difference between the cost of Optional Metering and the credit for Standard Metering included in the Customer Charge of the applicable Delivery Service Tariff.

Where service is provided to an account at more than one delivery point or metering installation, each single delivery point or metering installation shall be considered to be a separate account for purposes of obtaining power and energy from a Retail Electric Supplier and for purposes of applying the Company's Schedules of Rates. Exceptions to this rule may include:

- (1) instances where a Customer is served through multiple delivery points or metering installations for the convenience of the Company, or
- (2) if otherwise approved by the ICC, or
- (3) if the Customer applies to the Company and the use is found to comply with the applicable availability clause of the respective Rate Schedule, or
- (4) if the occurrence of multiple metering installations is to accommodate the measurement of power and energy delivered from multiple Retail Electric Suppliers engaged simultaneously by the Customer.

OWNERSHIP OF METERING EQUIPMENT

Should a customer or RES request a new meter or request that a communication device be attached to an existing meter, the Company shall provide, install, own, test and maintain the requested metering or communication device. The requested metering or communication device must be compatible with the Company's facilities. The Customer or RES shall bear the cost of providing and installing the metering or communication device. Upon installation, the metering or communication device will be owned, operated and maintained by the Company. The Company shall complete installation of the metering or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or RES. The Company shall bill the Customer or RES upon installation and whenever maintenance is required, in accordance with the provisions of the applicable tariff, and as such terms are presented in the agreement between the Company and the Customer, or between the Company and the RES.

METER READINGS: Actual and Estimated

The Company routinely reads all nonresidential meters each billing period. If, for some reason, a meter is not read, the Company is unable to read the meter, or if for

any reason the meter fails to register the correct measurement of power and energy for some period of time, the Company will estimate the quantity of power and energy not otherwise read and, based on available data or judgment of Company, thereby render an estimated bill for service. Such estimated bill shall be payable as rendered. Should actual information subsequently become available, the Company shall, at such time, issue a corrected bill for service.

POWER AND ENERGY LOSSES

In the provision of Delivery Service over the Company's electric distribution system, electrical losses are incurred which constitute a portion of the total power and energy delivered over the various electric transmission systems which may exist between the source of the power and energy and the Customer's delivery point or meter. For purposes of recording Customer's use of power and energy and for reporting such use to the Control Area Utility, other transmission providers, Retail Electric Suppliers and the Customer, all measured or estimated quantities of power and energy shall be adjusted by a loss factor appropriate to their level of service.

ACCESS TO NECESSARY INFORMATION

RETAIL ELECTRIC SUPPLIERS

The Company will maintain, on an on-going basis, a list of Retail Electric Suppliers authorized to do business in its Service Area.

CALL CENTER

The Company will maintain a location where Retail Electric Suppliers can reach a Company representative by phone or by "fax" in order to request current information. The Company will periodically provide notice of how to reach the Call Center.

RELEASE OF CUSTOMER INFORMATION

By presenting the Company with a signed verifiable authorization, a Customer may authorize the release of its historical billing and usage data to a Retail Electric Supplier or to someone acting as agent for the Customer. Customer information release forms may be obtained from the Company or the Customer and its Retail Electric Supplier or agent may provide their own form suitable for the purpose. Data may be released only one time for each authorization submitted. This provision is not meant to prohibit a Customer from directly requesting its account information and having that information sent directly to the Customer.

In the event a Customer wishes to prohibit the release of any information, the Customer may block the release of any information until such time as the Customer contacts the Company in writing to allow such release.

CUSTOMER INFORMATION TO BE RELEASED

Upon authorization by a Customer, the Company shall provide to the Customer or its authorized agent the Customer's billing and usage data. For commercial and industrial Customers, that have, since January 1, 1995, been billed, at least in part, on a demand basis, historic usage shall be provided. All such Customer information shall be made available in a timely fashion and in an electronic format if available and if practical. For Customers existing on the Company's system for over 12 months, the Company shall provide the most recent twelve months of information. For newer Customers, the Company shall provide all available information. The information shall also include the applicable load shape, rate classification and other general information or characteristics of the Customer, if requested.

Billing and usage data shall be released once to any given RES on behalf of any individual Customer free of charge. Any subsequent information requests shall be honored, but shall carry a charge of \$25.00 per release.

ADDITIONAL INFORMATION

Should an RES require Customer information in excess of billing and usage data, the RES must first gain written authorization from the Customer for its use of such data. Upon receipt of such authorization, the Company will discuss with the RES whether or not the requested data is available. If available, the Company shall fulfill the request. Such a request will carry a cost equal to \$20.00 per hour multiplied by each hour of time necessary to fulfill the request.

CONFIDENTIALITY OF CUSTOMER INFORMATION

No Retail Electric Supplier or other agent for Customer who has obtained information provided by the Company pursuant to an LOA or other Customer authorization shall release that information to any person or entity other than the Customer.

NONDISCRIMINATORY ACCESS TO INFORMATION

A Customer may submit a standing request to the Company for information related to the Company's transmission or distribution system that has been provided to any Retail Electric Suppliers that are affiliated with the Company. Subject to such a standing request, the Company shall contemporaneously make this same information available to any unaffiliated Retail Electric Supplier authorized by the Customer.

Such information will include any generic information concerning the usage, load shape curve or other general characteristics of Customers by rate classification that the Company would have made available to its affiliated interests in competition with Retail Electric Suppliers.

CUSTOMER ENROLLMENT AND SWITCHING

SWITCHING RETAIL ELECTRIC SUPPLIERS

Once a Customer has selected a Retail Electric Supplier, and the Company has been notified in accordance with the business transaction protocols established herein, Delivery Service will commence upon the next scheduled meter reading cycle date following the established notification period, as that notification period is set forth in the portion of these Terms and Conditions dealing with the DASR process. Exceptions to this schedule shall be made where the RES and the Company have made and mutually agreed to other arrangements. A Customer may, at any time, switch from one Retail Electric Supplier to another subject to the business transaction protocols set forth herein.

There shall be no charge for the initial switch to move a Customer from bundled service to Delivery Services. For each subsequent switch, whether from RES to RES, RES to the Company, or from the Company to an RES, there shall be a charge of \$12.00 per transaction.

OFF-CYCLE SWITCHING

Upon prior arrangements being agreed upon with the Company, a Customer with solid state electronic metering equipment capable of being read remotely, or capable of providing metering data on an hourly after the fact basis, may switch from bundled service to Delivery Service, or between Retail Electric Suppliers under Delivery Service, or back to bundled service as of a date other than a scheduled meter reading cycle date.

When the Company is provided with at least 30 days notice of a requested off-cycle switch, the switch shall be accomplished at no charge. When less than 30 days notice is provided, there shall be a charge of \$18.00 per transaction to accommodate an off-cycle switch. This charge is in addition to the charge above for a "standard" switch.

CONFIRMATION OF A SWITCH

Upon receipt by the Company of a valid request to switch Retail Electric Suppliers, the Company will send confirmation of the switch to the Customer, as well as the old supplier and the new supplier. The confirmation notice to the Customer shall advise the Customer as to the name and phone number of the new supplier, and inform the Customer that if the switch request information is incorrect, the Customer should contact the Company immediately. If the Customer indicates to the Company that the proposed switch is invalid, the switch shall not be made by the Company. It will be the responsibility of the Retail Electric Suppliers involved to clarify arrangements with the Customer.

RETURN TO BUNDLED SERVICE

A small Commercial Customer may at any time return to bundled service from the Company, under business transaction protocols set forth herein. The Customer shall be responsible for any electricity consumed which is in excess of energy deliveries to the Customer during any period after Delivery Service is terminated but prior to when bundled service begins. Once a Customer leaves Delivery Service to return to Bundled Service, the Customer may not utilize Delivery Service tariffs for twelve months. Larger Delivery Services Customers wishing to return to Bundled Service must contact the Company and negotiate the terms under which service from the Company shall be provided.

DELIVERY SERVICES ENROLLMENT PACKAGE

Upon request by a Customer, a Retail Electric Supplier authorized by Customer or anyone authorized by the Customer to act as its agent, the Company will provide an enrollment package which contains the information necessary for the Customer to establish Delivery Services.

MULTIPLE RETAIL ELECTRIC SUPPLIERS

Customers shall have the option of contracting with more than one Retail Electric Supplier at any one time. At any such time as a Customer chooses to retain multiple Retail Electric Suppliers, the Customer shall designate a supplier to be the Customer's Primary Retail Electric Supplier.

In its role of Primary Retail Electric Supplier, the supplier shall serve as the point of contact between the Company and all agents or suppliers retained by the Customer, and shall perform all functions called for in the business transaction protocols set forth herein. Customers choosing to

retain multiple suppliers shall be required to have installed by the Company metering equipment capable of providing hourly demand and energy information.

In addition, Customers that are eligible to take Delivery Services shall have the option of taking a portion of their power and energy requirements under Delivery Service and the remaining portion of their power and energy requirements from the Company. In such an instance, the Customer will purchase that portion of its power and energy from the Company under the Company's applicable bundled service tariff. Under this option, the applicable charges for demand, energy and fuel adjustment, as set forth in each respective tariff, shall apply to the billed quantities of demand and energy purchased each month from the Company. Customers will pay only the single Customer Charge specified in the applicable Delivery Service tariff. Customers choosing this option must separate their power and energy requirements in one of the following method or in another manner that may be mutually agreed to between the Company and the Customer.

- (1) The Customer may elect to utilize multiple metering for the power and energy served by the Company and the power and energy served by Retail Electric Suppliers.
- (2) The Customer may specify delivery of its requirements for power and energy in accordance with one of the following formulas:
 - (a) The Customer may designate a fixed quantity of power and energy each hour to be the first through the meter as being provided by the Company, with the remainder to be provided by the Retail Electric Supplier.
 - (b) The Customer may designate a fixed quantity of power and energy each hour to be the first through the meter as being provided by the Retail Electric Supplier, with the remainder to be provided by the Company.
 - (c) The Customer may designate percentages to be applied to power and energy consumed each hour which would designate, respectively, the quantities of power and energy provided by the Company and by the Retail Electric Supplier.

TRANSMISSION SERVICE

JURISDICTION

The FERC has indicated it intends to maintain regulatory jurisdiction over the transmission service provided to "unbundled" retail power and energy Customers. As a result, while the Delivery Service tariffs included in this Schedule do not contain the charges related to the provision of wholesale transmission service, the

Customer, its agent or an applicable Retail Electric Supplier must secure wholesale transmission service under an appropriate agreement from both the Company (under its OATT) and also under the CIPS' OATT, due to the Company's status as a transmission dependent utility, or TDU.

Through these agreements, the Customer or its RES will be responsible for the cost of FERC jurisdictional transmission service.

A transmission agreement must be established with the Company and with the Control Area Provider prior to the beginning of service subject to tariffs under this schedule.

NETWORK INTEGRATION SERVICE

All retail Customers taking Delivery Services must secure, through an RES, Network Integration Transmission Service from the Company under its FERC OATT. Such service will be billed separately from the Delivery Service charges contained herein. This service will provide the Customer with transmission service over the Company's transmission facilities to the point where they integrate with the Company's electric distribution facilities.

CIPS' OATT

All retail Customers taking Delivery Services must also secure, through an RES, all necessary transmission service on the system of the Control Area Provider. Additional charges will apply to the service described herein, and be included on a separate bill from Ameren/CIPS. This service shall provide the transmission service necessary for delivering power and energy to the Company's transmission system. In obtaining service under the CIPS' OATT, the Customer or its agent shall also secure all necessary ancillary services in order to deliver power and energy to Customers on the Company's system. In its arrangements with the Control Area Provider, the RES shall arrange for any back-up power it may need as well as arrange for the scheduling of losses, if necessary. The RES shall also contract with Ameren/CIPS for any settlement and imbalance services needed which may be associated with providing power and energy to Customers on the Company's system.

SINGLE BILLING OPTION

AVAILABILITY

The Single Billing Option is available to an RES taking Service under the Retail Electric Supplier Service tariff and is subject to the execution of an agreement between the Company and the RES.

QUALIFICATIONS

The RES must:

- 1) meet all credit requirements contained in the “Financial Qualifications for Single Bill Option” as established in the certification rules contained in the order in Docket No. 98-0544 and Docket No. 98-0649, as well as terms specified in the agreement between the RES and Company, and any terms specified herein.
- 2) be able to accept invoice ready information from the Company.
- 3) be able to issue bills to Customers.
- 4) be able to electronically transmit Customer payment information and remit Customer payments to the Company in a manner specified by the Company.
- 5) execute a contract, or addendum to a contract, to provide for the purchase of the Single Billing Option from the Company.

OBLIGATIONS

RETAIL ELECTRIC SUPPLIERS

The following are continuing obligations of an RES:

- 1) shall issue bills in a timely fashion.
- 2) shall include identification of Company on the bill.
- 3) shall list all applicable Company charges on the bill.
- 4) shall submit payments and payment information to Company when due.
- 5) shall certify that its handling of Company charges and payments is accurate and subject to audit.
- 6) shall maintain all applicable credit requirements.
- 7) shall submit payment information to Company which allows the verification of the collection of Company’s charges from each Customer.

COMPANY

The following are continuing obligations of the Company:

- 1) shall submit billing information in an invoice ready format.
- 2) shall submit billing information on a timely basis.
- 3) shall accurately determine its charges.
- 4) shall receive data confirming payments from the RES.
- 5) shall receive payments by Customers from the RES.

ADMINISTRATIVE GUIDELINES

The following are operational guidelines to be followed in implementing and continuing the single billing option by Retail Electric Suppliers.

- 1) An RES that intends to utilize the single billing option should notify the Company of its intent at the time it registers with the Company. Single billing will commence with the first billing period under which the RES provides service through the use of Delivery Service Tariffs. Should the RES decide subsequent to registration that it wishes to utilize Single Billing, the RES

should notify the Company at least thirty days prior to the cycle-billing date upon which the RES expects to begin Single Billing. Notification later than thirty days prior to this date will result in the Single Billing service beginning effective with the next available cycle-billing period.

- 2) All payments, be they full or partial, received by the RES from Customers shall first be applied to the Delivery Service charges of Company which may be outstanding or due.
- 3) An RES which utilizes the Single Billing service must do so for all Customers, existing and future, whom it serves in the Company's service area. The RES may discontinue the Single Billing service for Customers only when the RES ceases to be the supplier for a specific customer, or when it discontinues Single Billing Service for all Customers it serves in the Company's service area.
- 4) At the outset of an RES's use of Single Billing, it will enter into an agreement with the Company. The agreement, at a minimum, will specify the basic rules and provisions set forth herein. The agreement shall indicate a term which designates a contract effective date as well as an estimated termination date which coincides with the latest termination date the RES has in any contract with its Customers. The agreement shall be amended from time to time to reflect the most current contract date, as those dates may change over time.

SINGLE BILLING SERVICE CHARGES

- 1) For each account (Customer) that an RES serves under Single Billing service, the RES shall pay Company a monthly administrative fee of \$10.00.
- 2) The RES may desire other administrative services. If so, the Company and the RES shall negotiate these services and their cost. These terms are to be included in the agreement between the Company and the RES

CREDIT TERMS

- 1) The RES shall provide Company with a deposit which is equal to one month of Company's estimated Delivery Service charges subject to Single Billing service with that RES.
- 2) The amount of the deposit shall be determined on an ongoing basis, and shall be increased or decreased accordingly, on the basis of then current levels of Delivery Service charges subject to single billing.
- 3) The level of the deposit shall be evaluated for adjustment no less than every three billing months.
- 4) Once a deposit level has been evaluated, the Company shall notify the RES of the new required level of deposit. IF the new

level of deposit is lower than the prior amount, Company shall issue a check to the RES for the difference. If the new deposit amount is higher, the RES shall issue payment to the Company for the difference within twenty days of being notified of the new level.

- 5) Deposits held by the Company on behalf of an RES shall accrue interest at the same rate of interest the Company pays for its own retail Customer deposits.
- 6) The RES may undertake to post and maintain a bond or bonds issues by a surety or financial institution chartered by the United States or the State of Illinois in favor of the Company in an amount equal to fifteen percent (15%) of the estimated annual revenues expected to be collected under Single Billing pursuant to Section 16-118(b) of the Act. The RES shall provide, to the Company, a copy of the bonding agreement(s) and the bond(s). The bond(s) shall be conditioned on the full and timely payment of all amounts due to Company in accordance with Single Billing. The RES shall post the bond(s) with the Company within ten (10) days of first providing service to any Customer, and a replacement bond(s) shall be filed with the Commission every three months thereafter.

- 7) The RES may deliver an irrevocable letter of credit issued by a financial institution with a long-term obligation rating of A- or higher from Standard & Poor's or its successor, A3 or higher from Moody's Investors Service or its successor, A- or higher from Duff & Phelps or its successor, or A- or higher from Fitch IBCA or its successor in the same amount as the bond(s) described above, and in favor of the Company. The letter of credit shall provide that a draft will be honored in accordance with the amounts and terms authorized under Single Billing. The initial letter of credit shall be valid for a period of not less than one year after the date on which the RES begins business as an RES, and its shall be renewed or replaced thereafter every three months so long as the RES remains certified.

SUPPLIER REGISTRATION

Applicable to Alternative Retail Electric Suppliers "ARES" and utilities serving as alternate suppliers.
PLEASE FORWARD TO:

**Mt. Carmel Public Utility Co.
P.O. Box 220, 316 Market Street
Mt. Carmel, Illinois 62863
PHONE: (618)262-5151**

FAX: (618)262-7647

DATE SUBMITTED: _____

CORPORATE NAME:

MAILING ADDRESS:

PHONE NUMBER: _____

FAX NUMBER:

PRIMARY CONTACT PERSON:

JOB TITLE:

MAILING ADDRESS:

PHONE NUMBER: _____

FAX NUMBER:

E-MAIL ADDRESS: _____

CORPORATE AFFILIATIONS:

DUN & BRADSTREET IDENTIFICATION NUMBER:

**ILLINOIS COMMERCE COMMISSION
CERTIFICATION NUMBER:**

DATE LAST CERTIFIED:

FEDERAL TAX IDENTIFICATION NUMBER:

STATE TAX IDENTIFICATION NUMBER:

COMPARABLE DELIVERY SERVICE ACCESS AREAS

IF any areas of reciprocal delivery service access have been identified subject to the requirements of 220 ILCS 5/16-115 (d),(5) please describe the location of the service areas and identify the applicable utility or utilities. _____

OPTIONAL METERING SERVICE

AVAILABILITY

Available to any Customer, or RES acting on behalf of a Customer, taking Delivery Services under a rate included in this Schedule.

STANDARD METERING

The Customer Charge included in each Delivery Service Tariff includes the cost of metering which is normal or “standard” for Customers receiving bundled service. Should the provision of Delivery Services to any Customer require metering other than standard, such metering shall be provided subject to this tariff. Should any Customer or RES request metering other than standard, such metering shall be provided subject to this tariff. The Delivery Services tariffs indicate the cost of standard metering which is included in each tariff. This cost shall be subtracted from the monthly charge for Optional Metering, the resulting total monthly charge shall be the positive difference between the cost of standard metering and the monthly cost of Optional Metering.

METERING INSTALLATIONS AND COST

INTERVAL METERING - Capable of providing total monthly consumption information as well as hourly demand information on a monthly basis.

Interval Metering at Secondary Voltage \$ 29.28 per month

Interval Metering at Primary Voltage \$110.85 per month

REMOTE “ALPHA” METERING - Capable of providing all monthly billing information as well as capable of providing hourly demand information on a “real-time” basis through the use of a cellular phone.

Remote Metering at Secondary Voltage \$ 55.27 per month

Remote Metering at Primary Voltage \$136.84 per month

INSTRUMENT TRANSFORMATION CREDIT

Should the provision of Optional Metering be accomplished without additional instrument transformation equipment, as in the existence of such equipment on Customers existing installation, the above charges shall be reduced as follows:

Instrument Transformation Credit at Secondary	\$ 5.08 per month
Instrument Transformation Credit at Primary	\$ 70.39 per month

OWNERSHIP, INSTALLATION AND MAINTENANCE

The Company shall specify, own and install all Optional Metering equipment. All testing and maintenance shall be performed by the Company. No additional maintenance charges apply to the specified installations and their monthly cost.

OTHER METERING INSTALLATIONS

Should a Customer or RES request a metering installation or configuration other than those specified herein, the Company shall attempt to negotiate the type of installation requested, obtain and install the equipment. In this event, the monthly cost shall be determined in accordance with the provision of Excess Facilities, as such facilities are provided for elsewhere in this Schedule.

“NON-STANDARD” FACILITIES CHARGES

APPLICABILITY

This tariff shall be applicable to and available for use associated with any of the Company's tariffs for service included in ILL CC No. 8 and ILL CC No. 9.

CUSTOMER FACILITIES

Where Company installs “non-standard” (optional) forms of service, charges for such facilities shall be calculated based on the current costs of installation. The calculation of Customer charges shall be based on facilities required to serve the Customer and shall include the following items:

- a) All labor costs.
- b) Construction materials costs, including any stores and handling expense.
- c) Engineering, Accounting, and/or other related overheads or expenses.
- d) Less the value of any salvageable materials.

- e) **Applicable Local, State or Federal taxes.**

Where “non-standard” forms of service are furnished at Customers Request, Customer may be required to enter into a written service agreement with Company which sets forth the amounts to be paid by the Customer to Company and shall also set forth any provision of refunds of such payments, if applicable.

“OPTIONAL” or “EXCESS FACILITIES”

In the event any transmission or distribution facilities in addition to or in excess of those normally furnished are requested by the Customer or are required to serve the Customer’s load, the Company shall furnish, install and maintain such facilities subject to the following conditions:

- a) The type, extent and location of such facilities shall be determined by a written agreement between the Company and Customer.
- b) When required, Customer shall furnish at no cost to Company, any necessary “right of way”.
- c) Company and Customer shall agree to a payment by Customer of (i) the estimated cost of such facilities in advance, or, (ii) a monthly charge equal to one and one-half percent of the estimated cost of such facilities. When the estimated cost of the facilities is paid in advance, the Company will, on an ongoing basis, bill the Customer for all maintenance performed on such facilities. When the monthly charge is utilized, no maintenance payments will be required. When the monthly charge is utilized, the Company and Customer will include, as part of a service agreement, a minimum number of months of service which must be taken by Customer, including a provision for payment for early termination.

- d) The amount paid by Customer shall represent the excess difference in cost between the cost of Optional or Excess facilities and the cost of standard facilities, when applicable.
- e) Where Optional or Excess facilities are later used for serving other Customers, the cost or amount paid by Customer shall be adjusted to represent the portion of the total cost which is reasonably assignable to the Customer, provided that after a ten year period from the time of installation of such Optional or Excess facilities, no refund shall be made.

CONTRIBUTIONS IN AID OF CONSTRUCTION

Where the permanency of a load and/or the revenue expected to be derived therefrom is questionable, the Customer may be required to enter into an agreement which sets forth a payment schedule that supports the required

Company investment to support such load. In establishing such an agreement, the Company may:

- a) require the Customer to pay an annual or monthly minimum revenue when the Company's initial investment in providing service facilities is greater than one year of anticipated annual revenue.
- b) where, following execution of the agreement but prior to the connection of service, the Customer, for any reason, elects not to receive the service to be provided under the agreement, require the Customer to pay, as liquidated damages, all costs incurred by Company associated therewith.
- c) where, after service has been connected, Customer defaults or elects to cancel his service agreement, require Customer to pay, in addition to all other payments provided for under the Tariffs or service agreement, the estimated installation and removal costs of the installed facilities, less any salvage. Such cost shall be "pro-rated" based on the expired term of the contract period.