

**RATE RDS
RETAIL DELIVERY SERVICE**

ORGANIZATION OF RATE RDS

Rate RDS - Retail Delivery Service (Rate RDS) is organized into parts which are further organized into sections, as applicable. Some sections are further organized into subsections. In the following listing of Rate RDS's parts and sections, parts are designated by number while sections are designated by letter.

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AVAILABILITY

This tariff is available to any retail customer, provided such retail customer meets all the prerequisites of service described in the Prerequisites of Service section of the Application for and Commencement of Service part of this tariff.

However, this tariff is not available to an applicant for electric service at a premises in the event that such applicant would be a new retail customer having never received any tariffed service from the Company and has expected electric power and energy requirements such that, in the Company's judgment, the applicant would be a retail customer that is a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable. This tariff is available to an applicant for service only after such applicant takes service as a retail customer under a tariff for bundled electric service and subsequently meets all the prerequisites of service described in the Prerequisites of Service section of the Application for and Commencement of Service part of this tariff.

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AVAILABILITY (CONTINUED)

Notwithstanding the provisions of the previous paragraph, this tariff is available to an applicant for service and such applicant is not required to first take service as a retail customer under a tariff for bundled electric service for a situation in which such applicant (a) would be a retail customer that is a (i) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable or (ii) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, (b) is electing to take service at a premises at which electric power and energy supply service is being provided by a Retail Electric Supplier (RES), (c) has entered into a contractual agreement for the procurement of the electric power and energy supply service to be delivered hereunder at such premises without disruption of such procurement from such RES, and (d) is an entity established as a result of a change in identification for federal tax purposes due to the sale, merger, change in corporate form, or bankruptcy of the entity at such premises, provided such applicant meets all the prerequisites of service described in the Prerequisites of Service section of the Application for and Commencement of Service part of this tariff.

- * Additionally, this tariff is not available to an applicant for electric service at a premises in the event that such applicant (a) has received financial assistance in the previous 12 calendar months from the Low Income Home Energy Assistance Program or (b) is currently participating in the Percentage of Income Payment Plan. Notwithstanding the provisions of the previous sentence, this tariff is available to such applicant if the service hereunder is pursuant to (a) a government aggregation program adopted in accordance with Section 1-92 of the Illinois Power Agency Act or (b) an Illinois Commerce Commission (ICC)-approved savings guarantee plan pursuant to Section 16-115E(b) of the Public Utilities Act (Act) (220 ILCS 5/16-115E(b)).
- * Pursuant to Section 16-104(e) of the Act (220 ILCS 5/16-104(e)), a retail customer to which this tariff is available may take service hereunder for all or a portion of its electric power and energy requirements. A retail customer electing the latter option must designate the portion of its electric power and energy requirements to be served under this tariff in accordance with the provisions in the Split Load and Supplier Options section of the Service Options part of this tariff.

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(Continued from Sheet No. 49)

NATURE OF SERVICE

DELIVERY SERVICE.

- * Delivery service is the delivery of electric power and energy to retail customers by the Company in accordance with the terms of this Delivery Service section. Such delivery includes (1) the delivery of electric power and energy on the Company's distribution facilities, including the provision of reactive power and voltage support using distribution facilities, at the rates and subject to the terms, conditions, and limitations provided for in its tariffs on file with the ICC; (2) the delivery of electric power and energy on the transmission facilities located in the Company's service territory, at the same rates and subject to the same terms, conditions, and limitations specified in applicable tariffs on file with the Federal Energy Regulatory Commission (FERC) governing transactions over the transmission facilities located in the Company's service territory; (3) those other transmission, ancillary transmission, and/or related services that the FERC determines should be offered by the Company or other providers of transmission services on transmission facilities located in the Company's service territory, under applicable tariffs on file with the FERC governing the provision of such services, at the same rates and subject to the same terms, conditions, and limitations specified in such tariffs; and (4) the Company's standard metering and billing services that are necessary to permit eligible retail customers to receive service hereunder as permitted by law and by tariffs approved by the ICC and by the FERC. All the foregoing items constitute delivery service pursuant to this tariff.

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(Continued from Sheet No. 49.1)

NATURE OF SERVICE (CONTINUED)

DELIVERY SERVICE (CONTINUED).

Notwithstanding the foregoing provisions of this Delivery Service section, transmission, ancillary transmission, and/or related services may be provided by a provider, other than the Company, on transmission facilities located in the Company's service territory, in connection with a transaction under this tariff if: (a) applicable tariffs on file with the FERC governing the provision of such services on the transmission facilities located in the Company's service territory allow for or require the provision of such services by such other provider, and (b) those services are provided at the same rates, terms, and conditions as are provided in such tariffs.

The Company delivers electric power and energy to retail customers and retail customers take and pay for such delivery in accordance with the provisions of this tariff, the General Terms and Conditions of the Company's Schedule of Rates, and such other tariffs as are applicable to the services being provided. Such delivery is made for electric power and energy that are (a) supplied to retail customers by RESs that are taking service under the Company's Rate RESS - Retail Electric Supplier Service (Rate RESS), (b) supplied to retail customers by RESs for retail customers identified as Customer Self-Managers (CSMs) in accordance with the provisions of the Types of Customers section of the Service Options part of this tariff, and (c) supplied to retail customers by the Company in accordance with the provisions of Rider PPO - Power Purchase Option (Rider PPO).

In accordance with federal law and FERC determinations, the Company's obligation to provide or arrange for the provision of certain components of delivery service, which includes the procurement and arrangement for the procurement of federal-jurisdictional services for itself and its retail customers, is met through its membership in PJM Interconnection, L.L.C. (PJM). The delivery service components so provided are taken hereunder at the same rates and subject to the same terms, conditions, and limitations as are authorized by the FERC and the Company is not liable for the performance, representations, actions, or omissions of PJM.

In the event that the Company no longer owns transmission facilities or no longer is obligated by the FERC to provide transmission services or ancillary transmission services, then the Company's obligation to provide or arrange for the provision of such delivery service components terminates.

RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY.

The retail customer purchases delivery service from the Company under this tariff and other applicable tariffs of the Company. RESs sell electric power and energy supply service to the retail customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sales of electric power and energy supply service to the retail customer taking service hereunder and is not bound by any term, condition, or provision of agreement for such sales. RESs are not agents of the Company and have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions. The Company is not liable for any act, omission, promise, or representation of any RES that takes service under Rate RESS or that provides or promises or represents that it will provide electric power and energy supply service in the Company's service territory.

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(Continued from Sheet No. 50)

NATURE OF SERVICE (CONTINUED)

RELATIONSHIP OF THE RETAIL CUSTOMER, RES, AND THE COMPANY (CONTINUED).

Nothing in this tariff interferes with the right, whether under 83 Illinois Administrative Code Section 453.40 or other provision of law, of a retail customer that executes a contract for electric power and energy supply service with a RES via the Internet to cancel such contract within three (3) business days after the execution of such contract.

ELECTRICAL CHARACTERISTICS OF SERVICE.

The electrical characteristics of the electric service delivered to retail customers served hereunder is comparable to the electrical characteristics of the electric power and energy delivered to other retail customers taking service under other tariffs included in the Company's Schedule of Rates. Such characteristics are described in the Electrical Characteristics section of the Nature of Service part of the General Terms and Conditions of the Company's Schedule of Rates.

SERVICE AND FACILITIES.

Standard service and distribution facilities provided by the Company for a retail customer served hereunder are determined in accordance with the provisions of the General Terms and Conditions and other applicable tariffs in the Company's Schedule of Rates.

Notwithstanding the preceding provisions of this Service and Facilities section, if larger, more, or different services or distribution facilities than those needed to provide standard electric service to the retail customer are in place, required or requested by the retail customer, and such services or facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such services or facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such services or facilities in accordance with its provisions for providing nonstandard services and facilities in the Company's Schedule of Rates, including but not limited to the provisions of the General Terms and Conditions, Rider DE - Distribution System Extensions (Rider DE), Rider NS - Nonstandard Services and Facilities (Rider NS), and Rider ML - Meter-Related Facilities Lease (Rider ML).

- * Notwithstanding the preceding provisions of this Service and Facilities section, if the AMI Metering subsection of the Standard Metering section of the Metering part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to a retail customer and such retail customer refuses AMI metering, as described in the Non AMI Metering section of such Metering part, such facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such non AMI metering in accordance with the provisions in Rider NAM – Non AMI Metering (Rider NAM) and such General Terms and Conditions.
- * For a situation in which the Company relocates or removes Company facilities in accordance with a retail customer's requirements or request, such relocation or removal is performed in accordance with the provisions for providing nonstandard services and facilities and/or non AMI metering, as applicable.

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SERVICE OPTIONS

TYPES OF CUSTOMERS.

Customer Self-Managers

A Customer Self-Manager (CSM) manages directly its own supply of electric power and energy and use of transmission services and ancillary transmission services, and submits its own Direct Access Service Requests (DASRs), rather than utilizing a RES for such purposes. A nonresidential retail customer may act as a CSM if it (a) has reasonable expectation that it will cause at least one megawatt (1 MW) to be delivered hereunder in each of at least ninety percent (90%) of the hours in the twelve (12) consecutive monthly billing periods following its designation as a CSM and in each subsequent twelve (12) consecutive monthly billing periods, absent a force majeure as defined in any applicable tariff on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, with such amount to be for one premises or multiple premises at which the CSM is the Company's retail customer; (b) has the ability to procure, and procures, its transmission services and ancillary transmission services under each applicable tariff on file with the FERC governing the transmission of electric power and energy to and within the Company's service territory; (c) demonstrates through the successful completion of the Company's testing program, and maintains, the ability to electronically transmit DASRs to the Company, electronically receive metering data from the Company, and electronically send and receive any other applicable information transmissions to and from the Company; (d) executes an agreement with the Company to act as a CSM as provided herein; and (e) qualifies as an Eligible Customer under the provisions of the PJM Open Access Transmission Tariff (OATT), or any successor thereto. The CSM is responsible for the obligations described in the Technical and Operational Provisions part of this tariff for all retail customer premises for which it is the CSM. The CSM submits DASRs, as applicable, for all retail customer premises for which it is the CSM. The CSM is responsible for complying with all applicable PJM regulations and business practices.

A CSM may employ a qualified agent other than a RES taking service under Rate RESS to arrange for transmission services and ancillary transmission services in the CSM's name and on behalf of the CSM insofar as such employment is permitted under applicable tariffs on file with the FERC. Such CSM must notify the Company and PJM, in writing, of the identity of the agent at least three (3) business days prior to the agent arranging for such services on behalf of the CSM. The agent cannot take any action that causes the CSM to be in violation of this tariff, any other applicable tariff on file with the ICC or the FERC, or any contract between the Company and the CSM. The CSM is responsible for each act the agent takes in the CSM's name, regardless of whether or not such act was authorized by the CSM. Employing an agent does not relieve the CSM of any obligation under this tariff or any other applicable tariff or contract.

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**RATE RDS
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(Continued from Sheet No. 52)

SERVICE OPTIONS (CONTINUED)

TYPES OF CUSTOMERS (CONTINUED).

Retail Customers Taking Service Under Rider PPO

A retail customer for which directly procured electric power and energy supply is provided by the Company under Rider PPO procures all applicable transmission services and ancillary transmission services through the Company for such supply provided under the terms of Rider PPO. The Company is responsible for the obligations, as applicable, described in the Technical and Operational Provisions part of this tariff for such retail customer. The Company submits DASRs, as applicable, for such retail customer.

All Other Retail Customers Served Hereunder

A retail customer taking service hereunder that is not a CSM, and is not taking service under Rider PPO, manages its supply of electric power and energy and use of transmission services and ancillary transmission services for the electric power and energy delivered hereunder through a RES subject to Rate RESS, and designated by such retail customer in accordance with the terms of this tariff and Rate RESS. Such RES arranges for all applicable transmission services and ancillary transmission services on behalf of such retail customer under each applicable tariff on file with the FERC. Such RES, along with the retail customer, is responsible for certain obligations with respect to such retail customer, including the obligations included in the Technical and Operational Provisions part of this tariff. Such RES also has the obligation to pay on behalf of the retail customer for certain components of delivery service, as provided in Rate RESS. The RES submits DASRs, as applicable, for such retail customer.

By designating a RES for the purposes described in the preceding paragraph, the retail customer authorizes the Company to transfer to such designated RES all such retail customer's meter and billing data for the electric power and energy supply service provided to such retail customer by such designated RES.

By taking delivery service and purchasing electric power and energy supply service from a RES served under Rate RESS, the retail customer also authorizes such RES, on such retail customer's behalf, to arrange for transmission services and ancillary transmission services to be used by the retail customer, to act on behalf of the retail customer as a Transmission Customer under the applicable tariffs on file with the FERC in connection with such transactions, and to execute transmission service agreements and other contracts relating to transmission services on behalf of such retail customer. The Company or PJM, as applicable, may in the first instance, bill the RES for certain components of delivery service taken and used by the retail customer, including transmission services and ancillary transmission services, in accordance with Rate RESS, but this does not affect the obligation of the retail customer to pay for such services in the event that the RES does not remit payment on such retail customer's behalf in accordance with the terms of Rate RESS.

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**RATE RDS
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(Continued from Sheet No. 53)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS.

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

Supplier Options

Any portion of a retail customer's electric power and energy requirements that is provided by the Company under the terms of a tariff for bundled electric service must be served under Rate BESH - Basic Electric Service Hourly Pricing (Rate BESH). A retail customer for which service is provided under Rate BESH for such portion is not eligible to elect to obtain Metering Service as described in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff.

For a situation in which the retail customer is a nonresidential retail customer meeting all the prerequisites of service hereunder, such nonresidential retail customer may elect to have its electric power and energy requirements supplied under one of the three following supplier options for the purposes of split load supply: (1) by the Company under Rider PPO and by a RES with delivery service under Rate RDS; or (2) by the Company under Rate BESH and by a RES with delivery service under Rate RDS; or (3) by the Company under Rate BESH and by the Company under Rider PPO with delivery service under Rate RDS.

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

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 54)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS (CONTINUED).

Split Load Options

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section designates the portions of its electric power and energy requirements to be so supplied in accordance with one of the following three mutually exclusive options: (a) meter by meter; (b) percentage of customer load; or (c) first through the meter.

Meter by Meter

The meter by meter option allows a retail customer to have a portion of the electric power and energy supplied to the retail customer and registered by one or more of the meters at the retail customer's premises provided by one supplier and tariff designated in the elected supplier option and the remaining portion of the electric power and energy supplied to the retail customer and registered by the remaining meters at the retail customer's premises provided by the other supplier and tariff designated in the elected supplier option.

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section and the meter by meter option as provided in this Split Load Options subsection designates the portions of its electric power and energy requirements to be so supplied on a specific meter by meter basis. The meters associated with service provided under this meter by meter option must be installed, operated, and maintained in such a manner so as to ensure that each such meter registers and measures electric power and energy supplied only by the supplier and under the terms designated in the Supplier Options subsection of this Split Load and Supplier Options section specified for such meter.

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 55)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS (CONTINUED).

Split Load Options (Continued)

Percentage of Customer Load

The percentage of customer load option allows a retail customer to have a portion of the total amount of electric power and energy supplied to the retail customer provided by one supplier and tariff designated in the elected supplier option and the remaining portion of the electric power and energy supplied to the retail customer provided by the other supplier and tariff designated in the elected supplier option with such portions determined on the basis of a single constant ratio stated as percentages of the electric power and energy supplied to the retail customer that apply during each half-hour of each monthly billing period.

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section and the percentage of customer load option as provided in this Split Load Options subsection must designate the portions of its electric power and energy requirements to be so supplied by two specified constant percentages of the total electric power and energy supplied to the retail customer that apply during each half-hour of each monthly billing period. The constant percentage for one portion of the electric power and energy supplied to the retail customer is the same for every half-hour, and the constant percentage for the remaining portion of the electric power and energy supplied to the retail customer is the same for every half-hour. The sum of the two constant percentages must equal 100%, and each percentage must be a positive integer between one (1) and ninety-nine (99), inclusive.

A retail customer electing this percentage of customer load option is required to have meter-related facilities adequate to measure the kilowatt-hours (kWhs) delivered to the retail customer and the rate at which such electricity is delivered to such retail customer for each half-hour in the monthly billing period for each metering installation at such retail customer's premises.

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 56)

SERVICE OPTIONS (CONTINUED)

SPLIT LOAD AND SUPPLIER OPTIONS (CONTINUED).

Split Load Options (Continued)

First Through the Meter

The first through the meter option allows a retail customer to have a portion of the electric power and energy supplied to the retail customer provided by one supplier and tariff designated in the elected supplier option and the remaining portion of the electric power and energy supplied to the retail customer provided by the other supplier and tariff designated in the elected supplier option with such portions determined on the basis of a single specified constant amount of electric power and energy supplied to the retail customer that applies during each half-hour of each monthly billing period.

A retail customer electing one of the supplier options described in the Supplier Options subsection of this Split Load and Supplier Options section and the first through the meter option as provided in this Split Load Options subsection must designate the portions of its total electric power and energy requirements to be so supplied by a single specified constant amount of electric power and energy in kWhs to be applied to each half-hour in each monthly billing period. The specified constant amount of electric power and energy supplied to the retail customer is the same for every half-hour. All electric power and energy up to such specified constant amount in each half-hour of each monthly billing period is supplied to the retail customer by one supplier and tariff designated in the elected supplier option, and the remaining electric power and energy in each half-hour of each monthly billing period, if any, is supplied to the retail customer by the other supplier and tariff designated in the elected supplier option.

A retail customer electing this first through the meter option is required to have meter-related facilities adequate to measure the kWhs delivered to the retail customer and the rate at which such electricity is delivered to such retail customer for each half-hour in the monthly billing period for each metering installation at such retail customer's premises.

Notwithstanding the aforementioned provisions of this Split Load and Supplier Options section, all electric power and energy delivered to unmetered service locations, as allowed under the provisions of the General Terms and Conditions of the Company's Schedule of Rates, must be provided by a single supplier.

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**RATE RDS
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(Continued from Sheet No. 57)

SERVICE OPTIONS (CONTINUED)

METERING SERVICE OPTIONS.

For a situation in which (1) the retail customer meets all prerequisites of service hereunder, (2) the retail customer has all the electric power and energy it requires delivered hereunder, and (3) the retail customer is not taking service under a real time pricing program provided by a RES that is taking service under Rider RESRRTP - Retail Electric Supplier Residential Real Time Pricing Program (Rider RESRRTP), such retail customer may elect to have its Metering Service provided by a Metering Service Provider (MSP) as described in the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff, rather than have its metering service provided by the Company. If the retail customer does not elect or is not eligible to elect to have its Metering Service provided by an MSP, then the Company provides the retail customer with metering service as provided in the Company-Provided Metering Service subsection of the Metering Facilities section of the Metering part of this tariff.

DEFINITIONS

GENERAL DEFINITIONS.

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

DELIVERY CLASSES.

Delivery classes are the designations for retail customers located in the Company's service territory so that retail customers can be categorized for the purposes of computing charges for the delivery of electric service and applying such charges to retail customers. Fifteen (15) delivery classes are identified for such purposes: the Residential Single Family Without Electric Space Heat Delivery Class, Residential Multi Family Without Electric Space Heat Delivery Class, Residential Single Family With Electric Space Heat Delivery Class, Residential Multi Family With Electric Space Heat Delivery Class, Watt-Hour Delivery Class, Small Load Delivery Class, Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, Railroad Delivery Class, Fixture-Included Lighting Delivery Class, Dusk to Dawn Lighting Delivery Class, and General Lighting Delivery Class. These classes are defined in the Delivery Classes section of the Retail Customer Categorizations part of the General Terms and Conditions of the Company's Schedule of Rates.

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APPLICATION FOR AND COMMENCEMENT OF SERVICE

PREREQUISITES OF SERVICE.

The following prerequisites of service must be met before a retail customer commences service hereunder:

1. Such retail customer must enter into a contractual agreement for the procurement of the electric power and energy supply service to be delivered hereunder from one or more of the following:
 - a. a RES taking service from the Company under Rate RESS, or
 - b. if such retail customer is a CSM and so chooses, a RES to which Rate RESS is available, or
 - c. the Company under the terms of Rider PPO; and
2. Such retail customer must fulfill all obligations, except timely payment for service, for which it is responsible with respect to terminating service under any tariff under which the Company has provided electric service to such retail customer; and
3. The Company must be in receipt of a valid and applicable DASR that has been duly authorized by such retail customer; and
4. Such retail customer fulfills all applicable prerequisites of service provided in the General Terms and Conditions of the Company's Schedule of Rates; and
5. Such retail customer must reasonably cooperate with the Company as necessary to ensure that all meter-related facilities required for service hereunder are installed and in operating condition.

* In lieu of meeting the third prerequisite of service listed in this Prerequisites of Service section, for a situation in which a retail customer is established as a result of a change in identification for federal tax purposes due to the sale, merger, change in corporate form, or bankruptcy of an entity at a premises, as described in the Availability part of this tariff, the Company must be in receipt of a valid and applicable executed Authorization for Continued Service. The Company must be in receipt of such executed Authorization for Continued Service within seven (7) calendar days after the RES that had been providing electric power and supply service to such premises is notified that service provided hereunder to the entity for which the RES had been providing such electric power and supply service is being terminated. Notwithstanding the provisions of the previous sentence, in the event that the Company rejects such executed Authorization for Continued Service because it fails verification, such RES is allowed to submit a corrected executed Authorization for Continued Service to the Company within two (2) business days after it receives notification from the Company regarding the rejection of such executed Authorization for Continued Service. Only one (1) such corrected executed Authorization for Continued Service may be submitted.

COMMENCEMENT OF SERVICE.

Service to a retail customer electing service hereunder commences in accordance with the Switching Suppliers section of the Switching Suppliers and Switching to Bundled Electric Service part of this tariff only after all the prerequisites of service provided in the Prerequisites of Service section of this Application for and Commencement of Service part are fulfilled.

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**RATE RDS
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RATES AND CHARGES

* **MONTHLY CHARGES.**

A retail customer served hereunder is subject to the charges described in this Monthly Charges section, as applicable, for each monthly billing period.

Customer Charge

The Customer Charge is applicable to the retail customer for the monthly billing period and is equal to the applicable Customer Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period. Notwithstanding the previous provisions of this Customer Charge subsection, there is no Customer Charge for the Fixture-Included Lighting Delivery Class, Dusk to Dawn Lighting Delivery Class, or General Lighting Delivery Class.

Standard Metering Service Charge

The Standard Metering Service Charge provided on a \$/kWh basis is applicable to the kWhs provided to the retail customer during the monthly billing period and is equal to the applicable Standard Metering Service Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period. Otherwise, the Standard Metering Service Charge is applicable to the retail customer for the monthly billing period and is equal to the applicable Standard Metering Service Charge listed in such Delivery Service Charges Informational Sheets for the delivery class applicable to the retail customer for the monthly billing period. Notwithstanding the previous provisions of this paragraph, there is no Standard Metering Service Charge for the Fixture-Included Lighting Delivery Class.

Notwithstanding the previous provisions of this Standard Metering Service Charge subsection, if a retail customer served hereunder is provided with Metering Service by an MSP in accordance with the Alternative Metering Service subsection of the Metering Facilities section of the Metering part of this tariff, the Standard Metering Service Charge is not applicable to such retail customer. All other applicable charges continue to be applicable to such retail customer.

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**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 60)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

Distribution Facilities Charge

The Distribution Facilities Charge provided on a \$/kWh basis is applicable to the kWhs delivered to the retail customer during the monthly billing period and is equal to the applicable Distribution Facilities Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period.

The Secondary Voltage Distribution Facilities Charge provided on a \$/kW basis is applicable to the portion of the Maximum Kilowatts Delivered (MKD) established by the retail customer during the monthly billing period served by electric conductors entering the retail customer's premises below 69,000 volts with transformation to below 2,400 volts provided by the Company, as applicable, and is equal to the applicable Secondary Voltage Distribution Facilities Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period.

The Primary Voltage Distribution Facilities Charge provided on a \$/kW basis is applicable to the portion of the MKD established by the retail customer during the monthly billing period served by electric conductors entering the retail customer's premises at or above 4,000 volts but below 69,000 volts with either no transformation provided by the Company or transformation to 2,400 volts or above provided by the Company, as applicable, and is equal to the applicable Primary Voltage Distribution Facilities Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period.

(Continued on Sheet No. 62)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 61)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

Distribution Facilities Charge (Continued)

The High Voltage Distribution Facilities Charge provided on a \$/kW basis is applicable to the portion of the MKD established by the retail customer during the monthly billing period served by electric conductors entering the retail customer's premises at or above 69,000 volts, as applicable, and is equal to the applicable High Voltage Distribution Facilities Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates applicable to the retail customer for the monthly billing period.

The Distribution Facilities Charge provided on a \$/fixture basis is applicable to the number of corresponding fixture units in place for the retail customer at the beginning of the monthly billing period and is equal to the applicable Distribution Facilities Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for such corresponding fixture unit.

(Continued on Sheet No. 63)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 62)

RATES AND CHARGES (CONTINUED)

* **MONTHLY CHARGES (CONTINUED).**

Transformer Charge

The Primary Voltage Transformer Charge is applicable to the portion of the MKD established by the retail customer during the monthly billing period served by electric conductors entering the retail customer's premises at or above 4,000 volts but below 69,000 volts with transformation to 2,400 volts or above provided by the Company, as applicable, and is equal to the applicable Primary Voltage Transformer Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period.

The High Voltage Transformer Charge is applicable to the portion of the MKD established by the retail customer during the monthly billing period served by electric conductors entering the retail customer's premises at or above 69,000 volts with transformation provided by the Company, as applicable, and is equal to the applicable High Voltage Transformer Charge listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period.

Illinois Electricity Distribution Tax Charge

The Illinois Electricity Distribution Tax Charge (IEDT) provided on a \$/kWh basis is applicable to the kWhs delivered to the retail customer during the monthly billing period and is equal to the applicable IEDT listed in the Delivery Service Charges Informational Sheets of the Company's Schedule of Rates for the delivery class applicable to the retail customer for the monthly billing period.

(Continued on Sheet No. 64)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 63)

RATES AND CHARGES (CONTINUED)

MONTHLY CHARGES (CONTINUED).

Transmission Services Charge

The retail customer must pay for transmission, ancillary transmission, and related services at the rates provided in each applicable tariff on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

Nonstandard Services and Facilities Charge

If the Company provides services or distribution facilities for the retail customer served hereunder that are different from or in addition to a standard service or distribution facilities installation, certain of such services or distribution facilities are provided and charged for through a monthly amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider NS.

Nonstandard Meter-Related Facilities Charge

If the Company provides meter-related facilities to the retail customer served hereunder that are different from or in addition to facilities included in a standard metering installation, such meter-related facilities are provided and charged for through a rental amount applicable to such retail customer for the monthly billing period and computed in accordance with the provisions of Rider ML.

* **Non AMI Metering Monthly Charges**

If the Company provides non AMI metering to the retail customer served hereunder, such retail customer is subject to the monthly charges identified in Rider NAM, as applicable.

(Continued on Sheet No. 65)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 64)

RATES AND CHARGES (CONTINUED)

MONTHLY CHARGES (CONTINUED).

Additional Facilities Charges

If the Company provides additional facilities to a retail customer served hereunder to which the Fixture-Included Lighting Delivery Class is applicable, additional facilities charges are applicable as provided in the Billing and Payment part of the General Terms and Conditions of this Schedule of Rates.

* **Single Bill Option Credit**

A Single Bill Option (SBO) Credit is applicable to the retail customer served hereunder for which a RES, taking service under Rate RESS and Rider SBO - Single Bill Option (Rider SBO), provides billing of the Company's delivery service pursuant to Rider SBO. The Company credits the retail customer for each bill the Company electronically submits to the RES for such retail customer and for which the RES provides billing of the Company's delivery service under Rider SBO. The amount of the SBO Credit is as provided in Informational Sheet No. 34.

Notwithstanding the foregoing provisions of this Single Bill Option Credit subsection, the retail customer has no right to the SBO Credit for monthly billing periods during which the retail customer has a past due unpaid balance for bundled electric service, unless such retail customer has a legitimate billing dispute regarding such past due unpaid balance.

(Continued on Sheet No. 66)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 65)

RATES AND CHARGES (CONTINUED)

MONTHLY CHARGES (CONTINUED).

Other Generally Applicable Charges

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders that include other generally applicable charges. Service hereunder is subject to the General Terms and Conditions and the riders and the other generally applicable charges applicable to this tariff.

OTHER CHARGES.

* **Split Load DASR Fees**

The Split Load DASR Fee is applicable to the retail customer served hereunder for which the electric power and energy requirements are supplied in any of the following combinations: (a) by the Company under Rider PPO and by a RES with delivery under Rate RDS; (b) by the Company under Rate BESH and by a RES with delivery under Rate RDS; or (c) by the Company under Rate BESH and by the Company under Rider PPO with delivery under Rate RDS.

For service provided beginning with the January 2015 monthly billing period, and extending through the December 2017 monthly billing period:

Split Load Meter by Meter (\$/DASR processed)	\$207.00
Split Load Percentage of Customer Load (\$/DASR processed)	\$117.00
Split Load First Through the Meter (\$/DASR processed)	\$117.00

For service provided beginning with the January 2018 monthly billing period:

Split Load Meter by Meter (\$/DASR processed)	\$194.00
Split Load Percentage of Customer Load (\$/DASR processed)	\$138.00
Split Load First Through the Meter (\$/DASR processed)	\$138.00

Non AMI Metering Charges

If a retail customer served hereunder is provided with non AMI metering, such retail customer is subject to the charges presented in the Other Charges section of Rider NAM, as applicable.

(Continued on Sheet No. 67)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 66)

RATES AND CHARGES (CONTINUED)

OTHER CHARGES (CONTINUED).

*

Nonstandard Switching Fee

The Nonstandard Switching Fee is applicable to the retail customer that switches to a different provider of electric power and energy supply service with such switch effective on a date other than the Company's normally scheduled meter reading or billing cycle date for such retail customer and such nonstandard switch requires the Company to visit the retail customer's premises to read Company-provided meters that do not measure kWhs delivered to the retail customer and the rate at which such electricity is delivered to such retail customer in each half-hour. For each visit made to the retail customer's premises the charges are as follows:

For service provided beginning with the January 2015 billing period, and extending through the December 2017 monthly billing period:

First Meter (\$/read)	\$43.04
Additional Meters (\$/read)	\$5.69

For service provided beginning with the January 2018 monthly billing period:

First Meter (\$/read)	\$42.17
Additional Meters (\$/read)	\$5.57

(Continued on Sheet No. 68)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 67)

RATES AND CHARGES (CONTINUED)

* **OTHER CHARGES (CONTINUED).**

Late Payment Charge

The Late Payment Charge as described in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to all charges applied in accordance with the provisions of this tariff.

METERING

METERING FACILITIES.

Company-Provided Metering Service

Standard meter-related facilities provided by the Company for a retail customer served hereunder are determined in accordance with the provisions of the General Terms and Conditions and other applicable tariffs in the Company's Schedule of Rates.

Notwithstanding the preceding provisions of this Company-Provided Metering Service subsection, if larger, more, or different meter-related facilities than those needed to provide a standard metering installation to the retail customer are in place, required or requested by the retail customer, and such facilities are reasonably and technically feasible, and can be furnished, installed, operated, replaced, and maintained with no significant adverse impact on the Company's system with respect to reliability or efficiency, such facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such facilities in accordance with its provisions for providing nonstandard services and facilities in the Company's Schedule of Rates, including but not limited to the provisions of the General Terms and Conditions, Rider NS, and Rider ML.

- * Notwithstanding the preceding provisions of this Company-Provided Metering Service subsection, if the AMI Metering subsection of the Standard Metering section of the Metering part of the General Terms and Conditions of the Company's Schedule of Rates is applicable to a retail customer and such retail customer refuses AMI metering, as described in the Non AMI Metering section of such Metering part, such facilities are furnished, installed, owned, operated, replaced, and maintained by the Company, provided the Company is allowed to recover from the retail customer the costs of furnishing, installing, owning, operating, replacing, and maintaining such non AMI metering in accordance with the provisions in Rider NAM and such General Terms and Conditions.

For a situation in which the Company relocates or removes Company meter-related facilities in accordance with a retail customer's requirements or request, such relocation or removal is performed in accordance with the provisions for providing nonstandard services and facilities and/or non AMI metering, as applicable.

(Continued on Sheet No. 69)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 68)

METERING (CONTINUED)

METERING FACILITIES (CONTINUED).

Alternative Metering Service

In the event that a retail customer served hereunder elects to obtain Metering Service from an MSP taking service under Rate MSPS - Metering Service Provider Service (Rate MSPS), such retail customer is provided with Metering Service, including metering facilities, by such MSP in accordance with Rate MSPS. The Company does not provide metering service to such retail customer. However, such retail customer continues to be subject to the provisions of the Company-Provided Metering Service subsection of this Metering Facilities section with respect to nonstandard meter-related facilities provided by the Company for such retail customer or to non AMI meter-related facilities provided by the Company for such retail customer, as applicable.

Relationship of the Retail Customer, the MSP, and the Company Hereunder

The Company's retail customer purchases delivery service from the Company pursuant to this tariff and other applicable tariffs of the Company. The MSP and the Company interact in accordance with the terms and conditions of Rate MSPS, other applicable tariffs of the Company, and contractual agreement. The retail customer provides written authorization for the MSP to provide Metering Service to such retail customer in lieu of such retail customer receiving metering service from the Company. The MSP provides Metering Service as described in the Metering Service section of the Nature of Service part of Rate MSPS to such retail customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to the provision of such Metering Service to such retail customer and is not bound by any term, condition, or provision or agreement for such service. The MSP is not an agent of the Company and has no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company by making any promises, representations, or omissions. The Company is not liable for any act, omission, promise, or representation of any MSP that takes service under Rate MSPS or that provides or promises or represents that it will provide Metering Service in the Company's service territory.

Prerequisites of Alternative Metering Service

The following prerequisites must be met before a retail customer obtains Metering Service from an MSP:

1. Such retail customer must enter into a contractual agreement for the procurement of Metering Service from the MSP; and
2. The Company must be in receipt of a valid and applicable DASR that has been duly authorized by such retail customer to allow the MSP to provide such retail customer with Metering Service in lieu of metering service being provided by the Company.

(Continued on Sheet No. 70)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 69)

METERING (CONTINUED)

METERING FACILITIES (CONTINUED).

Alternative Metering Service (Continued)

Term of Service and Termination

This Alternative Metering Service subsection continues to be applicable to a retail customer taking service under this tariff as long as such retail customer obtains Metering Service from an MSP taking service under Rate MSPS.

If the Company determines that Rate MSPS is no longer applicable or available to the MSP, if the MSP ceases to be an MSP, if the Company terminates Rate MSPS service to the MSP, or if the MSP is no longer providing Metering Service to individual retail customers, the Company notifies such retail customer that had been provided Metering Service from such MSP that such MSP is no longer providing or is not qualified to provide Metering Service. In such circumstances, such retail customer is provided with metering service by the Company under the provisions of the Company-Provided Metering Service subsection of this Metering Facilities section, and this Alternative Metering Service subsection is not applicable to such retail customer.

Other Conditions for Alternative Metering Service

The Company reserves the right to perform emergency disconnection of electric service to the retail customer at the request of fire or law enforcement agencies or in the event the Company is otherwise notified of imminent physical danger to such retail customer's premises, structures or facilities located at such premises, or individuals located at such premises, and the disconnection of electric service is necessary to alleviate such danger.

The Company reserves the right to perform emergency action that may require the removal or modification of MSP-provided equipment at a retail customer's premises. Such action may occur at the request of fire or law enforcement agencies or in the event the Company is otherwise notified of imminent physical danger to the retail customer's premises, structures or facilities located at such premises, or individuals located at such premises, and the removal or modification of MSP-provided equipment is necessary to alleviate such danger.

The Company reserves the right to disconnect a retail customer for which an MSP provides Metering Service if the Company does not receive payment for the tariffed services provided by the Company to such retail customer.

MEASUREMENT OF POWER AND ENERGY DELIVERED.

The measurement of demand and energy delivered to a retail customer served hereunder is done in accordance with the provisions of the Measurement of Energy and Demand subsection of the Continuing Electric Service section of the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

(Continued on Sheet No. 71)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 70)

BILLING AND PAYMENT

Provisions regarding credit requirements, deposits, billing, and payment for service provided hereunder are included in the General Terms and Conditions of the Company's Schedule of Rates.

The retail customer taking service hereunder is ultimately responsible for the amounts charged by the Company to such retail customer.

For a situation in which a RES takes service under Rider SBO and provides such retail customer with monthly bills that include charges for delivery service and any other applicable charges from the Company, such charges from the Company that appear on bills issued by the RES are considered amounts charged by the Company to such retail customer.

For a situation in which the retail customer is a CSM, such CSM is also ultimately responsible for any amounts separately charged by PJM to such CSM or its agent.

TECHNICAL AND OPERATIONAL PROVISIONS

- * Except as otherwise noted, the obligations included in this Technical and Operational Provisions part are met directly by CSMs. For certain other retail customers, including those operating certain electric generating facilities, certain obligations, including membership in PJM, along with execution of all applicable agreements associated with such memberships, are met directly by such other retail customers. Except as otherwise noted, the obligations in the Scheduling and Provision of Data to PJM are met by the Company for all retail customers served hereunder. Moreover, except as provided in the second sentence of this paragraph, the obligations included in the Technical and Operational Requirements and System Losses sections of this Technical and Operational Provisions part are met by the Company for retail customers taking service under Rider PPO. Except as provided in the second sentence of this paragraph, the obligations included in the Technical and Operational Requirements and System Losses sections of this Technical and Operational Provisions part for all other retail customers served hereunder, as described in the Types of Customers section of the Service Options part of this tariff, are met by each RES subject to Rate RESS as designated by each such retail customer, in accordance with this tariff and Rate RESS.

(Continued on Sheet No. 72)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 71)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

TECHNICAL AND OPERATIONAL REQUIREMENTS.

A retail customer taking service hereunder must comply with all applicable federal, state, regional, and industry rules, policies, practices, procedures, and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system, including PJM's rules, operating guidelines, and procedures.

A retail customer served hereunder must maintain a technical staff on duty or on call twenty-four (24) hours each day to operate and maintain the retail customer's use of the interconnected electric transmission system. Such staff must have two (2) years of demonstrated electric sales and two (2) years operational experience. The retail customer must also provide or arrange to provide, a facility with twenty-four (24) hour staffed operation for coordination with control centers of reserve implementation, curtailment orders, and interruption plan implementation. The retail customer must provide, to the Company and to PJM, and maintain a telephone number, fax number, and address at which its staff can be contacted directly at all times. Maintenance of an answering service or machine, pager, or similar message-taking procedure does not satisfy this requirement.

SYSTEM LOSSES.

A retail customer served hereunder is responsible for procuring sufficient electric power and energy to account for losses on the Company's distribution system associated with the delivery of electric power and energy to such retail customer. The amount of electricity that must be procured by the retail customer is calculated in accordance with the following equation:

$$PE = DE \times (1 + D_c)$$

Where:

- PE = Electricity, in kWh, that must be procured by the retail customer.
- DE = Electricity, in kWh, registered by the meter(s) at the retail customer's premises, or imputed if applicable, as the electricity delivered to the retail customer at such retail customer's premises.
- D_c = Distribution Loss Factor, in decimal format, as provided in Informational Sheet No. 33 for the delivery class, c, applicable to the retail customer for the monthly billing period.

The obligation to provide for losses on the Company's distribution system is in addition to the obligation of the retail customer to provide for transmission losses in accordance with the rates, terms, conditions, and limitations provided in applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory.

(Continued on Sheet No. 73)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 72)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

* **SCHEDULING AND PROVISION OF DATA TO PJM.**

A retail customer served hereunder must ensure that its load responsibility is timely scheduled with PJM, and that other data required by PJM is timely provided, in accordance with the rates, terms, conditions, and limitations provided for in applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory, and with applicable business practices authorized thereunder. Such retail customer must also ensure that such schedules and other data applicable to such scheduling are accurate and provided to PJM in good faith.

The obligations of this Scheduling and Provision of Data to PJM section are met directly by a CSM unless such CSM elects to have the Company meet such obligations for such CSM. Notwithstanding the provisions of the previous sentence, for a situation in which, in the Company's judgment, a CSM consistently provides grossly inaccurate schedules to PJM, the Company assumes the obligations of this Scheduling and Provision of Data to PJM section for such CSM.

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE

SWITCHING SUPPLIERS.

Standard Switching

In the event that a (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable elects to switch to a different provider of electric power and energy supply service for electric power and energy delivered hereunder, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from such different provider and further provided that the retail customer continues to comply with all the prerequisites of service hereunder.

(Continued on Sheet No. 74)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 73)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

SWITCHING SUPPLIERS (CONTINUED).

Standard Switching (Continued)

In the event that a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable elects to switch to a different provider of electric power and energy supply service for electric power and energy delivered hereunder, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least eighteen (18) calendar days after the Company receives a valid and applicable DASR from such different provider and further provided that the retail customer continues to comply with all the prerequisites of service hereunder.

In the event that a (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable taking service hereunder elects to switch to a tariff for bundled electric service provided by the Company, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from the Company and further provided that the retail customer complies with all the requirements for service under such tariff for bundled electric service. If the retail customer does not comply with all the requirements for service under the elected tariff for bundled electric service, such retail customer is switched to Rate BESH.

In the event that a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable taking service hereunder elects to switch to a tariff for bundled electric service provided by the Company, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least eighteen (18) calendar days after the Company receives a valid and applicable DASR from the Company and further provided that the retail customer complies with all the requirements for service under such tariff for bundled electric service.

(Continued on Sheet No. 75)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 74)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

SWITCHING SUPPLIERS (CONTINUED).

Standard Switching (Continued)

A DASR submitted to the Company by a RES that informs the Company of the termination of the provision of electric power and energy supply service by such RES for a retail customer for which the RES has been providing electric power and energy supply service, is designated as a Drop DASR. Any Drop DASR submitted to the Company must be submitted in accordance with this Standard Switching subsection.

Any DASR submitted to the Company for any (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable for the purpose of switching such retail customer's electric power and energy supplier must be submitted in accordance with this Standard Switching subsection.

Nonstandard Switching

A (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable may elect to switch to a different provider of electric power and energy supply service for electric power and energy delivered hereunder with such switch effective on a date other than the Company's normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from such different provider and further provided that the retail customer continues to comply with all the prerequisites of service hereunder. The nonstandard switching fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of this tariff are applicable to such retail customer.

A (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable may elect to switch to an applicable tariff for bundled electric service provided by the Company with such switch effective on a date other than the Company's normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR from the Company and further provided that the retail customer complies with all the requirements for service under such tariff for bundled electric service. If the retail customer does not comply with all the requirements for service under the elected tariff for bundled electric service, such retail customer is switched to Rate BESH. The nonstandard switching fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of this tariff are applicable to such retail customer.

(Continued on Sheet No. 76)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 75)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

SWITCHING METERING SERVICE PROVIDERS.

In the event that a (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable taking service hereunder elects to switch to a different provider of metering service, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a separate, valid and applicable DASR for such retail customer from such different provider. Such effective date is defined as the Effective Switch Date as described in Rate MSPS.

In the event that a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable taking service hereunder elects to switch to a different provider of metering service, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least eighteen (18) calendar days after the Company receives a separate, valid and applicable DASR for such retail customer from such different provider. Such effective date is defined as the Effective Switch Date as described in Rate MSPS.

In the event that a (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable taking service hereunder for which an MSP provides Metering Service switches to an applicable tariff for bundled electric service provided by the Company, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least seven (7) calendar days after the Company receives a separate, valid and applicable DASR for such retail customer from the Company to provide for a switch from such MSP to the Company for the provision of metering service. The effective date of the switch from the MSP to the Company for the provision of metering service must coincide with the effective date of the switch to the aforementioned tariff for bundled electric service.

In the event that a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable taking service hereunder for which an MSP provides Metering Service switches to an applicable tariff for bundled electric service provided by the Company, such election is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided that such effective date is at least eighteen (18) calendar days after the Company receives a separate, valid and applicable DASR for such retail customer from the Company to provide for a switch from such MSP to the Company for the provision of metering service. The effective date of the switch from the MSP to the Company for the provision of metering service must coincide with the effective date of the switch to the aforementioned tariff for bundled electric service.

(Continued on Sheet No. 77)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 76)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

RESCINDING DASRS.

Any DASR submitted for a (a) lighting retail customer that has established or is expected to establish a 30-minute demand for electric power and energy in excess of 100 kW or (b) nonresidential retail customer to which the Medium Load Delivery Class, Large Load Delivery Class, Very Large Load Delivery Class, Extra Large Load Delivery Class, High Voltage Delivery Class, or Railroad Delivery Class is applicable may be rescinded provided the Company receives notification to rescind the DASR no later than five (5) calendar days prior to the otherwise effective date of the switch identified in such DASR. Such notification to rescind a DASR must be submitted by the RES, MSP, or the Company, as applicable. A notification to rescind such DASR is not accepted by the Company directly from a retail customer.

Any DASR submitted for a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable may be rescinded provided the Company receives notification to rescind the DASR no later than five (5) calendar days prior to the otherwise effective date of the switch identified in such DASR. Such notification to rescind a DASR may be submitted by the RES, MSP, the Company, or the retail customer, as applicable.

TERM OF SERVICE AND TERMINATION.

A retail customer's term of service hereunder commences when the Company begins to provide service hereunder. In the event that the retail customer terminates service from the Company under this tariff and does not elect to obtain service from the Company under any other tariffed service at its premises due to the fact that such retail customer is vacating the premises, service hereunder continues for not more than ten (10) days after the date such retail customer vacates the premises, provided the retail customer provides timely notice to the Company to terminate service hereunder at such premises.

Notwithstanding the provisions of the previous paragraph, for a situation in which a lighting retail customer terminates service under this tariff and does not elect to obtain service from the Company under any other tariffed service due to the fact that such lighting retail customer is abandoning the lighting system for which service hereunder has been provided, the lighting retail customer must provide the Company with sufficient notice to enable the Company and the lighting retail customer to cooperatively coordinate the termination of service hereunder to coincide with the abandonment of such lighting system.

To the extent that the retail customer is eligible for service under, and meets all requirements pertaining to, a tariff for bundled electric service provided by the Company, such retail customer has the right to terminate delivery service hereunder from the Company and switch to such applicable bundled electric service tariff in accordance with the applicable provisions described in the Switching Suppliers section of this Switching Suppliers and Switching to Bundled Electric Service part. Notwithstanding the previous provisions of this paragraph, a nonresidential retail customer obtaining directly procured electric power and energy supply, as applicable, under Rider PPO that is delivered hereunder is not allowed to switch to a tariff for bundled electric service during such retail customer's term of service under Rider PPO. Such retail customer must continue to take service hereunder for the duration of its term of service under Rider PPO.

(Continued on Sheet No. 77.1)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

TERM OF SERVICE AND TERMINATION (CONTINUED).

If the Company determines that Rate RESS is no longer available to a RES, if the RES ceases to be a RES, if the Company terminates Rate RESS service to a RES, or if the RES is no longer providing electric power and energy supply service to individual retail customers, the Company notifies such retail customers that had been provided electric power and energy supply service from such RES that such RES is no longer providing or is not qualified to provide electric power and energy supply service. Such retail customers are switched to service provided under an applicable tariff for bundled electric service as of the time of the discontinuance of service to the RES.

Special Provisions Applicable to CSMs

Notwithstanding the provisions of the previous paragraph, service hereunder to a CSM is not altered in the situations therein described if such CSM seamlessly procures electric power and energy supply service from a different RES that is taking service under Rate RESS or to which Rate RESS is available. However, if a CSM is not able to procure such electric power and energy supply service from a different RES in such seamless manner, the retail customer's CSM status is terminated and the retail customer is switched to an applicable tariff for bundled electric service.

A CSM has the right to terminate its status as a CSM at any time on no less than sixty (60) days written notice to the Company provided such CSM submits a valid and applicable Drop DASR in accordance with the Company's standard procedures for DASR submissions for each retail customer premises for which it has heretofore been managing electric power and energy supply service. The Drop DASR for each such retail customer must be submitted in accordance with the Standard Switching subsection of the Switching Suppliers section of this Switching Suppliers and Switching to Bundled Electric Service part.

In addition to the Company's other rights to discontinue service to a retail customer, the Company has the right to discontinue serving any retail customer for which a CSM has heretofore been managing electric power and energy supply service if such CSM fails to perform any of the following obligations, and such failure continues for a period of forty-eight (48) hours after such CSM is sent written notice by the Company of such failure: (a) for a CSM that owns or operates an electric generating facility that is directly connected to the electric delivery system located in the Company's service territory, failure to abide by all the terms and conditions of any applicable interconnection agreement; (b) violation of any rate, term, or condition of applicable tariffs on file with the FERC governing transactions over the transmission facilities located in the Company's service territory; or (c) violation of any term or condition of its contracts with the Company for which termination of CSM status is authorized with a notice of forty-eight (48) hours.

(Continued on Sheet No. 77.2)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77.1)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

TERM OF SERVICE AND TERMINATION (CONTINUED).

Special Provisions Applicable to CSMs (Continued)

The Company also has the right to discontinue service to any retail customer for which a CSM has heretofore been managing electric power and energy supply service if such CSM fails to abide by any other obligation, term, or condition of this tariff or other tariff on file with the ICC applicable to CSMs, or any other provision of its contracts with the Company applicable to CSMs, and such failure continues for a period of fourteen (14) days after the CSM is sent written notice by the Company of such failure.

In the event that a retail customer's status as a CSM is terminated, such retail customer is not eligible for CSM status for a period of twenty-four (24) consecutive monthly billing periods.

CUSTOMER INFORMATION

HISTORICAL BILLING AND USAGE INFORMATION.

Information regarding the retail customer's historical billing and usage data is provided in accordance with provisions in the Billing and Payment part of the General Terms and Conditions of the Company's Schedule of Rates.

METERING INFORMATION.

Information regarding Company-provided meter-related facilities at a retail customer's premises is provided in accordance with provisions in the Metering part of the General Terms and Conditions of the Company's Schedule of Rates.

DISCONNECTION AND RECONNECTION

Provisions regarding the disconnection and reconnection of electric service provided hereunder for safety or other reasons are included in the Disconnection and Reconnection part of the General Terms and Conditions of the Company's Schedule of Rates.

The Company reserves the right to disconnect any retail customer for which a RES is providing billing of the Company's delivery service if the Company does not receive payment for the tariffed services provided by the Company to such retail customer in the same manner in which the Company would be entitled to receive payment if the Company had billed for such services itself.

(Continued on Sheet No. 78)

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77.2)

DISPUTE RESOLUTION

Provisions addressing the resolution of disputes between the Company and a retail customer and/or a RES that involve the performance, breach, or alleged breach of any obligation under this tariff, or under any rider applicable to this tariff, or under any contract entered into under this tariff or applicable rider, are included in the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

MISCELLANEOUS GENERAL PROVISIONS

In the event the Company cannot deliver electric power and energy to retail customers due to an event in which the combined requirements of all transmission services commitments exceed the available transfer capability of the transmission system, transmission services are curtailed in accordance with applicable curtailment procedures.

In the event that a retail customer fails to interrupt or curtail its electric power and energy requirements in conformance with a directive by the Company for a situation in which the retail customer's electric power and energy requirements exceed its supply and there is a shortage of electric power and energy to serve the demand for electricity within the Company's service territory, the retail customer must reimburse the Company for the costs which the Company incurs by reason of the retail customer's failure. The provisions of this paragraph apply directly to CSMs. The provisions of this paragraph apply to the Company for retail customers taking service under Rider PPO. The provisions of this paragraph for all other retail customers served hereunder, as described in the Types of Customers section of the Service Options part of this tariff, apply to each RES, subject to Rate RESS as designated by each such retail customer, in accordance with this tariff and Rate RESS.

The Company is not liable to any retail customer for any damages caused by any equipment furnished, installed, operated, or maintained by any entity other than the Company.

To the extent that the Company receives properly submitted DASRs, and acts in accordance with such DASRs, the Company is not liable for any conflict such actions may cause between a RES and a retail customer or an MSP and a retail customer.

The Company's Schedule of Rates, of which this tariff is a part, includes General Terms and Conditions and other tariffs. Service hereunder is subject to the General Terms and Conditions and other applicable tariffs.