

Commonwealth
Edison Company

ELECTRICITY

ILL. C. C. No. 4
Original Sheet No. 596

**RIDER RES-RRTP
Retail Electric Supplier–Residential Real-Time Pricing Program**

Applicable to Rate RESS7

AVAILABILITY.

This rider is available to any Retail Electric Supplier (RES), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates, taking service under Rate RESS7 - Retail Electric Supplier Service 2007 (Rate RESS7), that offers a residential real-time pricing program in accordance with the Illinois Commerce Commission (ICC) Order entered MM DD, 200X, in Docket No. 06-0617 (RRTP Program) to residential retail customers taking service under Rate RDS – Retail Delivery Service (Rate RDS) with electric power and energy supply service provided by the RES.

PREREQUISITES FOR SERVICE.

Before commencing service hereunder, a RES must execute a Rider RES-RRTP Contract Addendum. The Rider RES-RRTP Contract Addendum includes a sworn statement by the RES asserting that beginning with the monthly billing period after the appropriate metering is exchanged, customers that so request will be served by the RES on an RRTP Program, in which (a) the hourly prices directly reflect PJM Interconnection, L.L.C. (PJM) real-time, locational marginal prices (LMPs) and (b) customers taking service under the RRTP Program are required to be on the program for a period of at least twelve (12) consecutive monthly billing periods.

CONTINUING OBLIGATIONS.

Pursuant to the ICC Order entered MM DD, 200X, in Docket No. 06-0617, a RES taking service hereunder is obligated to:

- (1) provide advance notice to the Company that a customer is requesting service under an RRTP Program offered by the RES, so that the appropriate metering can be exchanged as a prerequisite of taking service under such program as it would for a residential retail customer taking service under Rate BES-H – Basic Electric Service–Hourly Energy Pricing (Rate BES-H);
- (2) provide advance notice to the Company of when pricing in the customer's contract changes to something other than the RRTP Program, so that the appropriate metering can be exchanged as it would for a Rate BES-H customer that elects to take service under another applicable rate that requires different metering;
- (3) agree to submit to a periodic audit conducted by Staff of the ICC (for which the Company will reimburse the ICC for its travel and business expenses) of its applicable customer contracts; and
- (4) assume financial responsibility for all charges and fees waived by the Company for such customers in the event it is determined that such customers are not or are no longer on the RES's RRTP Program.

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Filed with the Illinois Commerce Commission on
MM DD, 200X. Issued pursuant to the
Illinois Commerce Commission Order
entered MM DD, 200X, in Docket No. 06-0617.

Date Effective: MM DD, 200X
Issued by A. R. Pramaggiore, Sr. Vice President
Post Office Box 805379
Chicago, Illinois 60680-5379

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TERM OF CONTRACT AND TERMINATION PROVISIONS.

For a RES first receiving service hereunder or resuming service hereunder after a previous termination of service hereunder, the initial term of contract between the Company and the RES is twenty-four (24) months. Upon expiration of the initial or any renewal term of contract, the term of contract is automatically renewed for a period of twelve (12) months.

A RES taking service hereunder has the right to terminate its contract and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, all amounts due the Company are timely paid, and such RES is not eligible to take service hereunder for a period of twelve (12) consecutive months.

The Company has the right to terminate its contract and discontinue service to a RES hereunder if (a) the ICC modifies or terminates the RRTP Program pursuant to subsection 16-107(b-20) of the Public Utilities Act (Act); (b) such RES has its service under Rate RESS7 terminated; or (c) such RES fails to abide by the continuing obligations of this rider. Such termination does not relieve the RES of any obligation to make any payments to the Company for amounts owed to the Company by the RES.

MISCELLANEOUS GENERAL PROVISIONS.

The Company is not liable for any act, omission, promise, or representation of any RES that takes service hereunder. The Company is not liable to any retail customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

The RES 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 RES must abide by the provisions of any applicable tariffs or contracts with the Company under which the Company provides the RES with services.

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