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4. APPLICATION FOR AND COMMENCEMENT OF SERVICES

A. Certification by Illinois Commerce Commission

Prior to receiving services under this Schedule, a RES, ARES, CSM or MSP (hereafter in this section referred to collectively as Supplier) must be certified by the Illinois Commerce Commission. The Supplier must submit proof of certification when it registers with the Company to receive services under this Schedule.

B. Registration With Company

* Before submitting any enrollment DASR to Company or receiving any services under this Schedule, a Supplier must register with the Company as provided for in this section. Company will consider a Supplier registered when all of the steps listed below are successfully completed and maintained.

(1) The Supplier shall enter into a Tariff Service Agreement with the Company in which the Company and the Supplier agree to conduct their affairs in accordance with this Schedule.

(2) The Supplier must provide information requested by Company for evaluating the RES's creditworthiness to qualify for certain services. RESs choosing to offer the Single Billing Option to its Customers may be required to provide credit security based on the estimated amounts of Company's Delivery Service charges the RES will be billing to Company's Customers. Company may change the amount of credit security required from the RES from time to time based on changes in the estimated amount of Delivery Services payable to Company. Nothing herein is required to relieve a RES of any obligation to provide credit security or assurances as may be required under the Transmission Provider's FERC-approved tariffs related to Transmission Service.

(3) The RES must designate a Transmission Service Agent (TSA) to acquire Transmission Services. The RES may designate itself as the TSA. A RES may not change its TSA more frequently than monthly.

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(4) The Supplier must enter into an EDI Trading Partner Agreement as provided by Company to transact business with Company using Electronic Data Interchange (EDI). The Supplier must demonstrate its ability to successfully exchange specific test data with Company before Company will accept EDI transactions.

(5) If the RES chooses to provide its Customers with Single Billing, a Single Billing Option Agreement must be established. The Single Billing Option Agreement will establish the responsibilities and obligations of the RES and Company.

* (6) If the RES chooses to have the Company provide billing services for its Customers, a Utility Consolidated Billing (UCB) / Purchase of Receivables (POR) Billing Service Agreement (BSA) must be established. The UCB/POR BSA will establish the responsibilities and obligations of the RES and Company.

(7) The Supplier and the Company will exchange information on business contacts and on electronic fund transfer.

(8) The RES designated TSA must reserve transmission capacity to serve the load of its Customers.

(9) The RES shall enter into a Meter Data Management Services (MDMS) Agreement with the Company.

(10) The RES shall acquire a Commercial Pricing Node (CPNode) through MISO for the Ameren Illinois (AMIL) control area.

(11) The RES shall provide Company with a digital certificate granting Company access to the MISO portal. As the Supplier's Meter Data Management Agent (MDMA), the digital certificate will allow Company to transmit the Supplier's Customers' meter data to MISO.

Company will notify the Supplier within 30 days after receipt of the Supplier's completed registration form whether all applicable agreements have been executed and requirements have been satisfied.

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C. Termination of Certification by Illinois Commerce Commission

The Supplier shall immediately notify the Company if the ICC suspends or revokes the Supplier's certification for any reason. Upon the effective date of the suspension or revocation of the Supplier's certification, the Company will cease to provide the service under this Schedule and shall so notify its Customers pursuant to this Schedule.

D. Suspension of Supplier by the Company

The Company may suspend the Supplier's right to provide service under this Schedule for any action or inaction that could, in the sole judgment of the Company, affect safety. If the action or inaction is related to an immediate safety concern, the Company may immediately suspend the Supplier on a non-discriminatory basis and notify the Supplier of the suspension after the fact.

* The Company may also suspend the Supplier's right to provide service under this Schedule in the event that MISO suspends Transmission Service to the Supplier for any action or inaction that could, in the judgment of MISO, affect system reliability. The Company may also suspend on a non-discriminatory basis the Supplier's right to provide service under this Schedule, for any action or inaction that could, in the reasonable judgment of the Company, acting pursuant to guidelines for an Authorized Transmission Operator, Balancing Authority, and Reliability Coordinator, affect system reliability where its authority to do so supersedes the authority of MISO.

* Unless the suspension is related to an immediate safety or reliability concern, the Company will notify the Supplier and the ICC in writing, by mail or fax, of the Company's intention to suspend the Supplier and the date of the suspension which shall be no less than ten business days after the date of the notice. On the date of suspension, the Company shall no longer allow the Supplier to provide service under this Schedule unless the Supplier corrects, to the Company's satisfaction, the action or inaction that affects safety or system reliability, unless the Company's authority is superseded by MISO; or the ICC directs the Company to continue to allow the Supplier to provide service under this Schedule.

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E. Breach of the Tariff Service Agreement

The Company may suspend the Supplier's right to receive service under this Schedule for any breach of its agreement with the Company, including a breach of any obligation, representation or warranty contained in this Schedule. The Company will notify the Supplier in writing, by mail or fax of the Company's intention to suspend the Supplier and the date of the suspension, which shall be no less than ten business days after the date of the notice. The Company shall cease to provide service to the Supplier under this Schedule on the date of suspension unless the Supplier corrects the breach to the Company's satisfaction or the ICC directs the Company to continue to provide service under this Schedule.

F. Customer Self-Manager

A Customer with an annual peak demand of 1MW or more may act as a Customer Self-Manager (CSM). A CSM, either in itself or by an agent, shall enter into all Agreements and provide such information as reasonably required by the Company for the provision of electric service to the CSM and the implementation of the relevant terms of these Supplier Terms and Conditions, including at a minimum, a Tariff Service Agreement and a Credit Application. Each CSM shall, in addition, comply with the following requirements:

(1) CSM shall 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 the applicable rules and operating guidelines and procedures of the regional or national electric reliability council(s) or organization(s) and their successor and OASIS reservation process).

(2) CSM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain CSM's facilities as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in electric power and energy supply, including, but not limited to, Persons who have completed an accredited or otherwise recognized apprenticeship program or a formal education program, or Persons who possess no less than four years of experience working in a similar position with a utility, ARES or related business, or Persons registered as professional engineers as required by Public Act 89-0594, The Professional Engineering Practice Act of 1989.

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(3) CSM provides, or has arranged to provide, as needed, a scheduling facility with 24-hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation.

(4) CSM shall provide to Company, upon request, and maintain a telephone number, fax number, and address where its staff can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure does not satisfy this requirement.

(5) CSM shall provide to the Company occupational background information on the Persons or agents who are being used to meet the above requirements.

(6) CSM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the CSM relies to meet these requirements is disclosed to the Company.

(7) The CSM must designate a Transmission Service Agent (TSA) to acquire Transmission Service. The CSM may designate itself as the TSA. A CSM may not change its TSA more frequently than monthly. The CSM designated TSA must reserve transmission capacity to serve the load of its customers.

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5. RATES AND CHARGES

A. Transmission Charges

A RES will be responsible for all applicable Transmission Service related charges for its power and energy Customers, pursuant to the Transmission Provider's FERC-approved tariffs related to Transmission Service.

B. Loss Multiplier

The metered KW/kWh usage of Customer shall be increased for losses occurring between the Transmission Provider's Transmission System and the Customer's delivery point by multiplying the Customer's load by the appropriate distribution loss multiplier listed below, and shall be increased for transmission system losses as determined in accordance with the Transmission Provider's FERC-Approved tariffs related to Transmission Service.

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For service delivered at:
Secondary voltage: $(1.06102 + 2.1951 * 10^{-10} * SL^2)$
Primary voltage: $(1.02370 + 2.4522 * 10^{-10} * SL^2)$
High voltage: $(1.00816 + 1.0086 * 10^{-10} * SL^2)$

The term "SL" means System Load, the hourly Ameren-Illinois Control Area Load (in MW).

* **C. Single Billing Option Guarantor Credit**

A RES electing to be a guarantor under the Single Billing Option (SBO) shall receive a credit from the Company for each bill rendered by the RES in the amount shown in the Miscellaneous Fees and Charges tariff.

6. METERING

A. Meters

Unless otherwise designated by the Customer in accordance with this Schedule, the Company or an entity under contract with the Company will own, furnish, install, calibrate, test, and maintain all Company meters and all Company associated equipment used for retail billing and settlement purposes in its Service Area. Regulations for electric metering standards (including testing, accuracy and applicable charges) are found in 83 Ill. Admin. Code Part 410 - Subpart B: Electric Metering Standards. In the event that the Customer arranges for an MSP to provide its metering and Metering Services, the MSP shall provide all services as described in this Schedule in accordance with the Company's specifications and shall provide required metering data to the Company, including the meter readings for use in retail billing and settlement purposes.

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7. BILLING, PAYMENT AND REMITTANCE

A. Billing Options

The RES shall have the following three billing options:

* (1) Dual Billing Option – under the Dual Billing Option the RES and the Company each provides separate bills to Retail Customers for their respective charges.

* (2) Single Billing Option – under the Single Billing Option the RES includes the Company's bill issued pursuant to this Schedule as part of the RES bill. A RES shall not provide Single Billing of the Company's services for any Customer which has a past due unpaid balance for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

* (3) Utility Consolidated Billing / Purchase of Receivables (UCB/POR) Program – under the UCB/POR Program the Company purchases RES receivables at a discount and provides billing services for the RES, issuing one consolidated bill to each RES served Retail Customer account that includes the charges for power and energy services from the RES and the charges for Delivery Services from the Company. A RES shall not choose the UCB/POR Program for any pre-existing RES Customer which has a past due payment amount greater than sixty days for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

B. Single Billing Option

The RES shall indicate whether it intends to provide Single Billing during the registration process. A RES may only choose to provide Single Billing if it is serving 100% of a Customer's load. If it chooses to provide Single Billing, a Single Billing Option Agreement between the Company and the RES will be developed and executed before Single Billing may commence. A RES electing to offer the SBO must comply with the credit security requirements for Single Billing contained in the 83 Ill. Admin. Code Part 451.510. The RES electing to offer the SBO must elect to be either an SBO Guarantor or SBO Agent as follows:

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(1) SBO Guarantor

An SBO Guarantor is financially responsible for the RES's Customer's bills rendered by Company on the payment due date. The Company shall consider any failure of a RES electing to be an SBO Guarantor to make payment of any bill that is collected or uncollected from a Customer to Company by payment due date to be in breach of the RES Tariff Service Agreement pursuant to these Terms and Conditions and the RES's election to do Single Billing may be terminated immediately. In such instances, the Company shall not initiate actions against the Customers, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges. If payment is not received by payment due date, late charges will be added to any portion of such bill remaining unpaid in the sum equivalent to one and a half percent per month of the unpaid balance. A RES electing to be an SBO Guarantor shall receive a credit from Company in an amount specified in the Miscellaneous Fees and Charges tariff.

(2) SBO Agent

An SBO Agent is a payment agent for the RES's Customers, requiring the RES to forward to Company any payments received from its Customers for Company supplied services. The Customer retains ultimate financial responsibility to Company for the bill. The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for Delivery Services provided under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply with the provisions of this Schedule.

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* Upon receipt of a Customer payment, a RES acting as an SBO Agent must forward the Delivery Services portion of the payment on to the Company via EDI. Any partial payments received by the RES shall first be used to pay the Company for the Customer's Delivery Services to the extent of the partial payment. In the event Company is informed that a Customer has paid the RES and that the RES failed to remit payments received from the Customer in a timely manner, the Company shall notify the RES in writing of such failure. The RES shall either correct all remittance in arrears within two working days upon notification, or the RES shall be deemed in breach of the RES Tariff Service Agreement and the RES's election to do Single Billing shall be terminated immediately.

Once the SBO designation is elected, a RES may designate any of its individual Customers as SBO accounts or may choose not to designate individual accounts as SBO, in which case, Company and the RES will each issue separate bills.

* **C. Utility Consolidated Billing / Purchase of Receivables Billing (UCB/POR) Program**

Purpose

Pursuant to Public Act 95-0700 (Amending 220 ILCS 5/16-118, herein after referred to as "ILCS 5/16-118"), the Company's UCB/POR Program provides a RES with the option to have the Company issue a consolidated monthly bill to each RES served Customer that includes the charges for electric power and energy service from the RES, as well as charges for Delivery Services of the Company. A RES that elects the UCB/POR Program for its Customers shall be required to sell its accounts receivables for such Customers to the Company. Accounts receivables shall be purchased at a discount off of face value and without recourse. The accounts receivables purchased from a RES will be limited to the receivables for undisputed charges for RES' electric power and energy service only for Retail Customers participating in the UCB/POR Program.

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Availability/Eligibility

The UCB/POR Program is only available as a combination program. The Company is not offering UCB stand alone service or POR stand alone service at this time. The RES shall indicate whether it intends to elect to put Customers on the UCB/POR Program during the registration process.

A RES may elect to put its Retail Customer with a maximum non-coincident peak (NCP) demand of less than 400 kW on the UCB/POR Option. Eligible Customers are those customers served on Delivery Service rates DS-1, DS-2, DS-3a (DS-3 Customers with a NCP demand less than 400 kW) and DS-5. Eligible Customers specifically excludes those Customers with combined service points that include DS-3b (DS-3 customers with a NCP demand equal to or greater than 400 kW) or DS-4 in addition to DS-1, DS-2, DS-3a or DS-5.

A RES shall not elect to move an existing RES served Retail Customer from Dual Billing or SBO to the UCB/POR Program for any Customer which has an unpaid balance for Delivery Service provided and billed by the Company greater than 60 days past due. When such past due balance is cleared, such Customer will be placed on the UCB/POR Program. An existing BGS Customer with an unpaid balance that enrolls to RES service is eligible for the UCB/POR Program.

A RES must choose to either include all Eligible Customers within a Customer Subgroup or exclude all Customers within a Customer Subgroup in the UCB/POR Program (with the exception of Customers with accounts greater than 60 days in arrears). RES' existing contracts for alternative billing options will be grandfathered and excused from this provision until those contracts expire or one year from the execution of the UCB/POR BSA, whichever occurs sooner, at which point the RES must comply with the all-in or all-out provision of the participation requirement for all Customers in a Customer Subgroup.

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Definitions

The following definitions are only applicable to section 7 Billing, Payment and Remittance of this tariff. Other definitions relative to this tariff are contained in the Customer Terms and Conditions.

Actual Uncollected Receivables
Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

Ameren Illinois Utilities (AIU)
Ameren Illinois Utilities includes AmerenCILCO, AmerenCIPS, and AmerenIP

Customer Subgroups
Customers eligible for UCB/POR are divided into two Customer Subgroups. Group A includes Customers served on DS-1, DS-2 and DS-5. Group B includes Customers served on DS-3a with NCP demand less than 400 kW. Eligible Customers specifically excludes those Customers with combined service points that include DS-3b (DS-3 Customers with a NCP demand equal to or greater than 400 kW) or DS-4 in addition to DS-1, DS-2, DS-3a or DS-5.

Disputed Charges
Disputed Charges as used herein refer to: a) disputes between the RES and the RES Customer only, and; b) disputes regarding RES charges and not RES Customer's usage. A RES shall not include Disputed Charges in its submission of accounts receivable for payment by the Company. The Company will not remit payment to a RES for Disputed Charges. The Company will notify the RES of any Disputed Charges. The RES will notify the Company when the dispute has been resolved at which point the RES can include resolved charges in the

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accounts receivable. If a RES transfers a receivable or receivables subject to a bona fide dispute to the Company, the Company may demand repayment from the RES for any charges related to the disputed portion of the bill consistent with the terms of the UCB/POR Billing Service Agreement. A bona fide dispute includes, but is not limited to, charges that are subject to an ongoing bill inquiry, pending litigation, arbitration, mediation, or any state or federal regulatory proceedings.

Incremental Costs
Incremental Costs means costs incurred by or for the Company in association with the UCB/POR Program, to be recovered pursuant to this tariff and the Supplemental Customer Charges tariff, and include, but are not limited to: (a) fees, charges, billings or assessments related to the UCB/POR Program; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained or monitored for the UCB/POR Program; and (c) all legal and consultant costs. Incremental Costs also includes incremental expenses for wages, salaries and benefits of Company employees, including direct and indirect Incremental Costs associated with such Company employees who are hired for positions specifically related to the UCB/POR Program and that were created after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act. Incremental Costs do not include any expenses for wages, salaries and benefits of Company employees, employed either before or after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act, which are otherwise recovered pursuant to other approved tariffs.

Ongoing Administrative Costs
Ongoing Administrative Costs means Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Discount Rate section of this tariff.

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Power and Energy Service
Power and Energy Service for the UCB/POR Program refers to the RES charges included in the receivables purchased by the Company and shall only include charges for Power and Energy Service. Such charges for Power and Energy Service shall include only those components the RES is obligated to procure to meet its Customers' instantaneous electric power and energy requirements and may also include charges for Transmission Services and related Ancillary Transmission Services. The accounts receivables purchased for the RES shall not include items such as early termination fees or fees for value added service.

Program Year
The Program Year shall be the 12 month period beginning June 1 and ending May 31 of the subsequent year. The initial Program Year may begin after June 1, 2009.

Purchase of Receivables (POR)
A RES shall assign to the Company its rights to all amounts due from its Eligible Customers for the provision of electric Power and Energy Service billed by the Company under the UCB/POR BSA for a specific billing period. Such amounts due, or receivables, shall be sold to the Company at a discount. Payment for such receivables is provided on a rolling basis and described further in sections 7 D and E below.

Start-Up Costs
Start-Up Costs means Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Discount Rate section of this tariff and the USC portion of the UCB/POR Program Charge pursuant to the Supplemental Customer Charges tariff. Start-Up Costs for the UCB/POR Program shall be limited to Incremental Costs incurred after the date amending Section 220 ILCS 5/16-118 of the Public Utilities Act through December 31, 2010.

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Utility Consolidated Billing (UCB)
A consolidated monthly bill rendered by the Company to Eligible Customers for both the delivery services provided by the Company and the electric Power and Energy Service provided by the RES.

UCB/POR Discount Rate
The receivables for Power and Energy Service of RES shall be purchased by the Company at a discount rate calculated and filed pursuant to the ICC approved terms and conditions of this tariff. The discount rate will be based on the AIU's historical uncollectible costs and any reasonable Start-Up Costs and administrative costs associated with the AIUs' UCB/POR Program.

UCB/POR Discount Rate Uncollectible Cost Component
The uncollectible component of the discount rate will be established pursuant to the Determination of UCB/POR Discount Rate section of this tariff.

UCB/POR Program Charge
The UCB/POR Program Charge is a charge determined for Eligible Customers in the Supplemental Customer Charges tariff.

UCB/POR Start-Up Cost
UCB/POR Start-Up Cost will be specifically identified and assigned to a UCB related cost component and a POR related cost component. The UCB/POR Start-Up Cost for the two components will be recovered over a five-year period. Final recovery may extend beyond the initial five years as a component of the UCB/POR Program Charge

Determination of UCB/POR Discount Rate (UDR)

UDR is a discount rate applied to RES UCB/POR accounts receivable purchased by the Company.

$$UDR = UDC + USD + PSD + OAdm$$

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The UCB/POR Discount Rate shall be comprised of the sum of the following four components and is expressed as a percent, rounded to the nearest hundredths of a percent:

UDC = UCB/POR Uncollectible Discount Component
USD = RES portion of UCB related UCB/POR Start-Up Costs,
PSD = POR related UCB/POR Start-Up Costs, and
OAdm = Ongoing Administrative Cost of the UCB/POR Program.

The initial rate period is June 2009 through May 2012. Subsequent to the initial rate period, the UDR will be determined annually for each ProgramYear of June through May of the subsequent year. The UCB/POR Discount Rate will be equal for all AIU. The four components that make up UDR are calculated as follows:

UCB/POR Uncollectibles Discount Rate Component (UDC)

UDC = RCU/TR

Where:

RCU = The total Uncollectibles expense for UCB/POR Program Eligible Customers of the electric AIU as determined for power supply from the most recent rate case data and Commission Order for each of the electric AIU.

TR = Total Revenue associated with power supply of the electric AIU, including the amount of RCU, for UCB/POR Program Eligible Customers as determined from most recent rate case data and Commission Order for each of the electric AIU.

RES portion of UCB related UCB/POR Start-Up Costs (USD)

USD = ((USR x FCR) x (.25))/EPR

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Where:

USR = the UCB related portion of UCB/POR Start-Up Costs assigned to RES include, but are not limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and related enhancements; (c) development of a UCB/POR billing model; and (d) development of information technology to implement the UCB/POR Program and Customer Service Representative training. Such Incremental Costs are not already included in base Delivery Service rates.

The initial assignment of the UCB related portion of the UCB/POR Program Start-Up Cost shall be 25% to the RES recovered via the UCB/POR Discount Rate; and 75% to Eligible Customers recovered via the Supplemental Customer Charges tariff per Factor USC of the UCB/POR Program Charge. The final percentages actually recovered from RES and Eligible Customers may differ.

FCR = the five year levelized annual Fixed Charge Rate shall equal 27.15%.

EPR = Estimated UCB/POR Program Receivables shall be projected for the period that corresponds to the period for which the rate will be in effect. The projection will be based upon the BGS power supply planning forecast of RES-served Customers that are eligible for UCB/POR submitted to the Illinois Power Agency. A UCB/POR Program participation rate will be estimated for each eligible DS rate class and a RES supply price estimate derived by applying a 7 percent discount to the Company's then existing BGS prices.

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The initial rate period is June 2009 through May 2012. Therefore, the EPR component for the initial rate period shall be based on the three-year simple average estimated UCB/POR Program Receivables. Subsequent to the initial rate period, the USD will be determined annually for the UCB/POR Program Year of June through May of the subsequent year.

POR portion of UCB/POR Start-Up Cost (PSD)

PSD = (PSR x FCR)/EPR

Where:

PSR= the POR related portion of the UCB/POR Start-Up Costs include, but are not limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and other enhancements to facilitate the UCB/POR Program, and (c) development of information technology to develop and implement the UCB/POR Program and customer service representative training. Such Incremental Costs are not already included in base Delivery Service rates.

FCR is defined in the USD calculation above.

EPR is defined in the USD calculation above

The initial rate period shall be June 2009 through May 2012. Therefore, the EPR component for the initial rate period shall be based on the three-year simple average estimated UCB/POR Program Receivables. Subsequent to the initial period, the PSD will be determined annually for the UCB/POR Program Year of June through May of the subsequent year.

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Ongoing Administrative Cost (OAdm)

OAdm = OAC/EPR

Where:

OAC = Ongoing Administrative Costs include, but are not limited to, ongoing Incremental Cost to operate and administer the UCB/POR Program, specifically: (a) ongoing EDI costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the UCB/POR Program; (c) tracking the recovery and reconciliation processes for UCB/POR Program costs, preparing audit reports with respect to the UCB/POR Program; and (d) staffing required to address questions from RES and others regarding the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates.

EPR is defined in the USD calculation above.

The initial rate period shall be June 2009 through May 2012. Therefore, the EPR component for the initial rate period shall be based on the three-year simple average estimated UCB/POR Program Receivables. Subsequent to the initial period, the OAdm will be determined annually for the UCB/POR Program Year of June through May of the subsequent year.

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Informational Filing

The amount of the UCB/POR Discount Rate shall be shown on an informational filing supplemental to this tariff and filed with the ICC. Such filing and subsequent informational filings shall not be filed later than 30 days prior to the effective date of the change in the UCB/POR Program Start-Up Costs and Ongoing Administrative Cost components of the UCB/POR Discount Rate. An informational filing postmarked after that date but prior to the rate becoming effective will be accepted if it corrects an error or errors for a timely filed report. Any other informational filing postmarked after that date will be accepted only if submitted as a special permission request under the provision of Section 9-201 (a) of the Act. Any informational filing shall be accompanied by work papers showing the calculation of the UCB/POR Discount Rate. Each UCB/POR Discount Rate shall become effective as indicated on the informational filing and shall remain in effect during the Program Year subject to potential adjustment of the uncollectible component.

The Company will make best efforts to provide notice to participating RES at least sixty days prior to the effective date of the change in the UCB/POR Program Start-Up Costs and Ongoing Administrative Cost components of the UCB/POR Discount Rate by posting the rate on www.ameren.com. The updated discount rate will take effect for the June billing month.

The uncollectible component of the UCB/POR Discount Rate will be revised pursuant to the Commission approved level of uncollectible expense in future Delivery Service rate case proceedings. Notice will be provided to the RES of the new uncollectible component of the UCB/POR Discount Rate upon filing of the revised discount rate informational filing.

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Reconciliations

The First Reconciliation Period will cover the period June 2009 through December 2011 (First Reconciliation Period). The Second Reconciliation Period will cover calendar years 2012 and 2013 (Second Reconciliation Period). Reconciliation shall occur annually subsequent to the Second Reconciliation Period, unless otherwise noted.

Uncollectibles Cost Reconciliation

Under the terms of ILCS 5/16-118, any variance, either positive or negative, between i) the Actual Uncollected Receivables experienced from the UCB/POR Program and ii) the uncollectibles cost assumed in the UCB/POR Discount Rate Uncollectible Cost Component will be recovered from or credited back to Eligible Customers via Factor UR of the UCB/POR Program Charge.

The actual annual uncollected receivables related to the purchase of RES receivables experienced as a result of the provision of the UCB/POR Program shall be tracked each Calendar Year and compared to the calculated amount for uncollectibles based on the UCB/POR Discount Rate Uncollectible Cost Component.

Any variance, either positive or negative, between the dollar amounts that the Company ultimately collects and the calculated amount for uncollectibles based on the uncollectible component of the UCB/POR Discount Rate, plus interest, during the First Reconciliation Period shall be recovered from or credited to Eligible Customers in Factor UR of the UCB/POR Program Charge to take effect for the June 2012 billing period. The interest shall be at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e) (1).

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Any variance, either positive or negative, between the dollar amounts that the Company ultimately collects and the calculated amount for uncollectibles based on the uncollectible component of the UCB/POR Discount Rate, plus interest, during the Second Reconciliation period shall be recovered or credited to Eligible Customers pursuant to Factor UR of the UCB/POR Program Charge, to take effect for the June 2014 billing period. This method for reconciling the variance between the Actual Uncollected Receivables under the UCB/POR Program and the expected uncollectibles based on the uncollectibles component in the UCB/POR Discount Rate shall continue annually thereafter.

UCB Start-Up Cost Reconciliation

Any variance, either positive or negative, between actual and projected recovery of such UCB Start-Up Costs for the First Reconciliation Period, plus interest costs, will be recovered or credited to Eligible Customers through the ARA component of Factor USC of the UCB/POR Program Charge, to take effect for the June 2012 Billing Period.

At such time, the estimate of Customer load enrolling to RES service and participating in the UCB/POR Program may be revised based on updated forecasts. The result of this analysis would be used to update the UCB Start-Up Cost and Ongoing Administrative Cost components of the UCB/POR Discount Rate on a prospective basis.

During the Second Reconciliation Period, any variance, either positive or negative, between projected and actual UCB Start-Up Costs, plus interest, will be recovered or credited to Eligible Customers through the ARA component of Factor USC of the UCB/POR Program Charge.

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The UCB Start-Up Costs included in the UCB/POR Discount Rate and the UCB/POR Program Charge will be terminated once such costs are fully recovered. The recovery of UCB Start-Up Costs from RES will not extend beyond five years. Ultimately, any unrecovered UCB Start-Up Costs at the end of the five-year period (June 1, 2014) shall be recovered from Eligible Customers via the ARA component of Factor USC included in the UCB/POR Program Charges. There will be a final reconciliation of Factor USC of the UCB/POR Program Charge at December 31, 2014 and a report to the ICC to demonstrate that the UCB Start-Up Costs have been fully recovered.

POR Start-Up Cost Reconciliation

The POR portion of the UCB/POR Program Start-Up Costs (POR Start-Up Cost) will be recovered via the RES discount rate. In the event that actual start-up cost recovery exceeds estimated start-up cost recovery for the POR Start-Up Cost at the time of the First Reconciliation Period, the excess amount will be used to reduce the unrecovered balance of POR Start-Up Costs. In the event that actual start-up cost recovery is less than estimated start-up cost recovery for the POR Start-Up Cost at the time of the First Reconciliation Period, the under-recovery amount will be deferred until December 31, 2014. At the end of Program Year 5, any variance, either positive or negative, between the actual amount of POR Start-Up Costs recovered and the POR Start-Up Costs will be flowed through to Eligible Customers via the ARA component of factor USC included in the UCB/POR Program Charge. Once the POR Start-Up Costs are fully recovered, this cost component will be removed from the UCB/POR Discount Rate calculation.

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Ongoing Administrative Cost Reconciliation

The actual Ongoing Administrative Cost experienced as a result of the provision of the UCB/POR Program shall be tracked and compared to the projected Ongoing Administrative Cost included in the UCB/POR Discount Rate.

Any variance, either positive or negative, between the amounts that the Company collects and the calculated recovery of Ongoing Administrative Cost via the UCB/POR Discount Rate, plus interest, during the First Reconciliation Period shall be recovered from or credited to Eligible Customers in the OAR component of the UCB/POR Program Charge to take effect for the June 2012 billing period.

Any variance, either positive or negative, between the amounts that the Company collects and the calculated recovery of Ongoing Administrative Cost via the UCB/POR Discount Rate, plus interest, during the Second Reconciliation period shall be recovered or credited to Eligible Customers pursuant to the OAR component of the UCB/POR Program Charge to take effect for the June 2014 billing period. This method for reconciling the variance between the actual recovery of Ongoing Administrative Costs and the calculated Ongoing Administrative Costs reflected in the UCB/POR Discount Rate shall continue annually thereafter to be recovered or credited to Eligible Customers pursuant to the OAR component of the UCB/POR Program Charge to take effect in the subsequent June billing period.

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Notice Requirements

A RES shall execute a UCB/POR Billing Service Agreement (BSA) 60 days prior to the UCB/POR Program taking effect. An initial UCB/POR BSA becomes effective when the RES has met all prerequisites of service but no sooner than the 60 day notice period. A RES shall provide 60 days notice of intent to cancel the RES signed UCB/POR BSA.

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Billing Service Agreement (BSA) Term

The initial term of the UCB/POR BSA is twelve months. Thereafter, the RES may cancel an effective UCB/POR BSA with 60 days written notice. Subsequent to the initial 12 month period, the UCB/POR BSA continues in effect, with 60 days notice required to cancel. Upon cancellation, a RES will not be eligible to sign a new UCB/POR BSA for 12 months. These BSA contract terms apply to the RES signed BSA and separately to each Group that a RES elects to include on the UCB/POR Program.

Credit and Collections

The Company reserves the right to impose the same terms on Retail Customers participating in the UCB/POR program with respect to credit and collections, including request for deposit, if it does not receive payment for its tariff services or purchased receivables, in the same manner that would be permitted if the Retail Customer purchased electric power and energy supply from the Company.

UCB/POR Discount Rate Modification

The Company reserves the right to modify the UCB/POR Discount Rate during the initial rate period, with leave of the Commission, in the event that circumstances experienced are materially different than expected.

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Annual Audit Report

Annually, subsequent to the completion of a Program Year, the Company must conduct an internal audit of its costs and recoveries of such costs pursuant to the UCB/POR Discount Rate. The internal audit shall determine: 1) if and to what extent costs recovered through the UCB/POR Discount Rate are not recovered through other approved tariffs; 2) whether the UCB/POR Discount Rate is being properly applied to RES accounts receivables; 3) whether UCB/POR Discount Rate revenues are recorded in the appropriate accounts; 4) whether the costs classified as Start-Up Costs are the appropriate costs to be recovered through the UCB/POR Discount Rate, 5) whether there has been any change in the internal processes to collect the receivables associated with the UCB/POR Program that would overstate the balance to be collected through the UCB/POR Discount Rate, and 6) whether the costs classified as Ongoing Administrative Costs are appropriate costs to be collected through the UCB/POR Discount Rate. The above list of determinations does not limit the scope of the audit.

The Company will prepare an annual report summarizing; 1) the operation of the reconciliation mechanisms for the previous year and 2) the results of the internal audit. Such report must be submitted to the ICC Staff in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department and the Director of the Staff's Office of Retail Market Development by September 30, beginning in 2010. Such report must be verified by an officer of the Company.

D. Single Billing Option Procedures for Billing, Collection and Remittance of IFC Charges

This section applies to any RES that elects to offer SBO and to any entity, including but not limited to a RES, billing Company's charges to Customer or assuming responsibility for payment of Company's charges to Customer. This section also applies to any entity, including a RES or other entity, that one or more Customers or RESs designate as a TSA for purposes of the Transmission Provider's FERC-approved tariffs related to Transmission Service. Company or the applicable transmission services provider will bill the designated TSA and the TSA must pay Company for Delivery Services provided by Company to one or more Customers under the Transmission Provider's FERC-approved tariffs related to Transmission Service.

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(1) Company will provide the RES or other entity with a statement of (i) Customer's usage for the billing period and (ii) the charges to be billed to Customer for service under any applicable rate or rider. The statement will also show,

(a) The Instrument Funding Charge or IFC charge per kWh applicable to Customer,

(b) The total IFC Charges to be billed to Customer for the billing period based on Customer's kWh usage for the billing period, and

(c) A credit against the other charges billed to Customer matching the amount of the Customer's IFC Charges.

The amount of the IFC Charges billed to Customer may not exceed the sum of the charges for Distribution Delivery Services and any charges for service under any other applicable rate or rider billed to Customer.

(2) Company or the applicable transmission services provider will bill each RES, CSM, or other entity designated as a TSA, charges incurred under the Transmission Provider's FERC-approved tariffs related to Transmission Service for providing Delivery Services to one or more Customers. If Company is unable to include in Customer's bill for Distribution Delivery Services or any services under any other applicable rate or rider, the full amount of IFC Charges applicable to the Customer for the billing period, then Company will include the IFC charges not included on Customer's bill in its statement to the Customer's RES or TSA for charges under the Transmission Provider's FERC-approved tariffs related to Transmission Service. In the bill to the RES or TSA, Customer's remaining IFC Charges may not exceed the sum of the Company's charges under the Transmission Provider's FERC-approved tariffs related to Transmission Service allocated to Customer. The statement to the RES or TSA must show a credit against the Transmission Provider's FERC-approved tariffs related to Transmission Service charges allocated to the Customer that matches the amount of the Customer's IFC Charges included on the statement.

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(3) The RES or other entity shall enter into a contract with Company establishing the requirements for remittance to Company of the IFC Charges included in Company's statements as provided in subsections (1) and (2) of this section. The contract shall conform to the requirements set forth in Appendix A of these Terms and Conditions.

(4) If a dispute arises between Company and a RES or other entity subject to this section concerning billing and collection for services provided by Company, the RES or other entity shall pay the undisputed portion of its collections over to Company, and pay the disputed amounts to Company pending resolution of the matter.

If and to the extent the RES or other entity is successful in the dispute (whether in a negotiated resolution or a Commission decision), Company shall pay the RES or other entity, interest on the portion of the disputed amount returned by Company. If the dispute cannot be resolved informally, then Company and the RES or other entity will jointly file a complaint with the Commission to avoid either bearing the burden of proof alone.

(5) Revisions to this section or to Appendix A of these Supplier Terms and Conditions filed by Company and approved, or allowed into effect, by the Commission will be deemed incorporated into the contract upon the Commission approving the revisions or allowing them into effect.

E. Form of Bill

For RES choosing the SBO, the format of the single bill must conform with the Public Utilities Act ("Act"), i.e., Section 16-118(b), 220 ILCS, 5/16-118(b), and the applicable Commission rules. The RES shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the RES by the Company. The Company will credit the RES an amount equal to the additional costs actually incurred by the RES to perform mailing of such required bill inserts.

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For RES choosing the UCB/POR Program, the Company shall issue a bill for the monthly billing period for each Retail Customer with respect to which the Company is purchasing the RES' receivables for electric power and energy supply service that includes the necessary applicable electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, identification of the RES and other agreed upon billing information transmitted by the RES. Each such bill will include all information pertaining to supply service as required by 83 Illinois Administrative Code 410.210.

F. Payment Due Date

(1) RES Acting As Payment Agent For Customers - A RES acting as a SBO Agent for Customers is required to forward to Company any payments received from its Customers for Company provided service. The due date shown on the bill shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES. The Customer retains ultimate financial responsibility to Company for the Delivery Services bill. Additionally, the RES shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions.

The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for service provided by Company under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply.

(2) RES Acting As Payment Guarantor For Customers - A RES acting as the financially responsible party ("SBO Guarantor") for bills rendered by Company shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions. The RES must provide remittance of the total amount due to Company by the due date shown on the bill which shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES.

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(3) UCB/POR Program – The Company will remit payments for undisputed charges due to the RES for electric power and energy supply service provided by the RES to Retail Customers with respect to which the Company purchased accounts receivables. The Company shall provide remittance of the amount due to the RES no later than 1 day following the customer's bill due date, which is currently 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the Customer. The Company is not obligated to make payments for purchased receivables associated with charges billed to a Retail Customer for the RES's electric power and energy supply services that are disputed by such Retail Customer. Charges billed by the Company to a Retail Customer for the RES's electric power and energy supply service are deemed to be disputed if such Retail Customer contacts the Company and claims that such charges are not correct. A Retail Customer's claim that it is not able to pay amounts due for the RES's electric power and energy supply service does not constitute Disputed Charges with respect to the Company's obligation to pay for purchased receivables. In the event that a Retail Customer sends payment to the RES for electric power and energy supply service with respect to which the Company purchased the accounts receivable, the RES will forward such payment to the Company within one day.

G. Form of Payment

All remittance of payment due the Company under the SBO shall be made via electronic funds transfer, in the form agreed by Company and the RES in the Single Billing Option Agreement and specified in the RES Handbook. For RES acting as an SBO Agent or an SBO Guarantor, the remittance shall be accompanied by sufficient account detail to allow the Company to apply payments or partial payments to the appropriate Customer accounts and line items, such form to be specified in the Single Billing Option Agreement. All remittance of payment due to a RES under the UCB/POR Program shall be made via electronic funds transfer, in the form agreed by the Company and the RES in the UCB/POR Billing Service Agreement. Payment remitted by electronic means shall be considered received as of the date the funds are electronically deposited to the Company's account.

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H. Metering Services Providers

MSPs shall be responsible for the collection of all charges associated with providing Metering Services to Customers who elect this option. Additionally, where the Company provides any services to the MSP, charges will be billed directly to the MSP. Payment of these charges shall be subject to Payment Due Date provisions listed above.

8. ELECTRONIC DATA INTERCHANGE

Suppliers must enter into an EDI Trading Partner Agreement with the Company and successfully complete testing of EDI capabilities before Company will accept EDI transactions.

A Retail Electric Supplier must demonstrate through EDI over the Internet testing, the ability to electronically transmit enrollment DASRs and drop DASRs to the Company, the ability to electronically receive metering data from the Company, and the ability to electronically send and receive any other applicable information transactions to and from the Company.

9. LOAD PROFILING

A load profile illustrates the hourly electricity usage over a given period of time for a group of Customers sharing common characteristics. The Company produces settlement load profiles for Customers without interval metering.

Settlement load profiles are generated using a dynamic load profiling method that uses statistical models of static load research data. Such models may be used by the RES to forecast loads for scheduling purposes. Specific use of load profiles is described in the RES Handbook.

Settlement load profiles are available via the Company's website, www.ameren.com.

10. TECHNICAL AND OPERATIONAL REQUIREMENTS

The Technical and Operational Requirements associated with Suppliers are in the RES and MSP Handbooks.

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11. SWITCHING

This Section governs (i) how a Supplier registered with Company enrolls Customers for, and terminates Customers from, RES supplied power and energy or Metering Services; and (ii) how a Customer qualified with Company as a CSM must initiate and terminate power and energy service.

A. Letter of Agency

Supplier is required to obtain a signed Letter of Agency (LOA) from each Customer it intends to serve. Information contained on the LOA should be sufficient to ensure that the Customer wishes to change from one service provider to another and must contain the following additional information.

(1) Signature of the Customer;
(2) Date of the agreement;
(3) Customer of record;
(4) Service address;
(5) Mailing address;
(6) Daytime and evening telephone numbers;
(7) Account number of the delivery services company;
(8) Meter number; and
(9) Name of delivery services company.

The following information should be disclosed in the terms and conditions of the LOA:

(1) The rate charged by the Supplier and the statement that the rate is for the supply and/or metering of energy, not delivery services;
(2) Customer signature on the LOA authorizing the Supplier to receive historical and on-going usage data from Company;
(3) Unless otherwise agreed, all electric service associated with this account number will be enrolled;
(4) The charge assessed by the Supplier for switching suppliers; and
(5) Additional charges that may apply (e.g., Company switching fees).

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As an alternative to obtaining a written LOA, the RES may obtain the LOA in an electronic format consistent with the same requirements listed in the preceding sections above (LOA), or the RES may obtain proper third party verification of an oral authorization to change electric service providers. The third party authorization must meet all requirements as set forth in 515 ILCS 505/2EE(b).

B. RES and MSP Enrollment Procedures

A RES shall initiate an enrollment by submitting a valid enrollment DASR to the Company to be effective as agreed in the LOA.

(1) For Mass Market accounts, the RES must submit one enrollment DASR per account number. The enrollment DASR must include a valid account number. All usage associated with the account will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

For non-Mass Market accounts, the RES may either submit one enrollment DASR per account number or one enrollment DASR per service point. For an account-level enrollment, the enrollment DASR must include a valid account number. For a service point-level enrollment, the enrollment DASR must include a valid account number and a valid service point number associated with the account. All usage associated with the account or service point will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

If a RES wishes to only supply a portion of an account's load through Partial Requirements Supply Service, then the RES must still submit an enrollment DASR for the account. In addition, the RES must notify Company in writing of its intent to serve a portion of an account's load. This communication must be received by Company concurrently or before the enrollment DASR submission.

MSPs must serve all meters on an account.

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(2) Only one RES shall provide service to any Mass Market account. A non-Mass Market account with multiple electric service points may have multiple RESs that each supplies one or more of the electric service points.

For both Mass Market and non-Mass Market accounts, the Customer may elect to serve a portion of its account's load with Partial Requirements Supply Service. A Customer may also manage its own power resources as a CSM.

(3) A Customer's Supplier must enroll an account or service point by submitting a completed enrollment DASR, via EDI, to the Company.

For a Mass Market account, an on-cycle enrollment must take place on a scheduled meter reading date for the account. The scheduled meter reading date must be at least two business days plus the number of days allowed for a Customer rescission from the date that the enrollment DASR is processed by the Company. In addition, if a particular scheduled meter reading date is requested in the on-cycle enrollment DASR, such date may not be more than 45 calendar days from the date that the enrollment DASR is processed by the Company.

For a non-Mass Market account or service point, an on-cycle enrollment must take place on a scheduled meter reading date for the account. The scheduled meter reading date must be at least seven calendar days from the date that the enrollment DASR is processed by the Company. In addition, if a particular scheduled meter reading date is requested in the on-cycle enrollment DASR, such date may not be more than 45 calendar days from the date that the enrollment DASR is processed by the Company.

For both Mass Market accounts and non-Mass Market accounts, if no date is specified as an enrollment effective date in the on-cycle enrollment DASR, then the enrollment effective date will default to the next valid scheduled meter reading date. If an enrollment effective date other than a scheduled meter reading date is specified in an on-cycle enrollment DASR, and such date is between the minimum number of days (per the rules outlined in this tariff) and 45 calendar days from the date that the on-cycle enrollment DASR is processed by the Company, then the enrollment effective date will default to the next scheduled

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meter reading date after the requested enrollment effective date even if such scheduled meter reading date is more than 45 calendar days after the date that the Company processes the on-cycle enrollment DASR. An on-cycle enrollment DASR submitted less than the minimum number of days (per the rules outlined in this tariff) prior to the next scheduled meter reading date will default to the following scheduled meter reading date.

If the Company is providing Metering Service, the Company shall permit a RES to request an off-cycle enrollment (i.e. for a date other than an account's scheduled meter reading date) for a non-Mass Market account. To initiate an off-cycle enrollment, the RES shall submit an off-cycle enrollment DASR that indicates the requested enrollment effective date. The Customer will be charged for each off-cycle enrollment at the rate specified in the Miscellaneous Fees and Charges tariff.

Off-cycle enrollments shall only be honored for non-Mass Market accounts or service points. An off-cycle enrollment will become effective on the requested enrollment effective date specified by the RES, provided that the requested enrollment effective date is at least seven calendar days but no more than 45 calendar days from the date that the enrollment DASR is processed by the Company. If no enrollment effective date is specified in an off-cycle enrollment DASR, then the enrollment will become effective on the next business day that is at least seven calendar days from the date that the enrollment DASR is processed by the Company. An off-cycle enrollment DASR submitted less than seven calendar days prior to the requested enrollment effective date will default to the next business day that is at least seven calendar days from the date that the enrollment DASR is processed by the Company.

If an off-cycle enrollment is requested for a Mass Market account, then the enrollment DASR will default to an on-cycle enrollment. In this scenario, the enrollment effective date will default to the next valid scheduled meter reading date after the requested off-cycle enrollment effective date even if such scheduled meter reading date is more than 45 calendar days after the date that the Company processes the on-cycle enrollment DASR.

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Enrollments shall be effectuated as follows:

An on-cycle enrollment of a scalar-metered service point shall be effectuated when the service point's meter data is collected – which will occur within the four business days that comprise the account's billing window. The actual time of the enrollment could be anytime during the day that the meter data is collected. An on-cycle enrollment may occur on a non business day if the non-business day falls within the billing window.

An on-cycle enrollment of an interval-metered service point shall be effectuated when the service point's meter data is collected – which will occur within the four business days that comprise the account's billing window. The actual time of the enrollment could be anytime during the day that the meter data is collected. An on-cycle enrollment may occur on a non-business day if the non-business day falls within the billing window.

An off-cycle enrollment of a scalar-metered service point shall be effectuated as of the very end of the day (i.e. 23:59:59) of the date requested. An actual meter reading on the off-cycle enrollment effective date is not taken. Instead, for the first billing period that includes the date of the off-cycle enrollment, usage is prorated for the time between when the enrollment is effectuated and the date on which the meter is actually read.

An off-cycle enrollment of an interval-metered service point shall be effectuated as of the very end of the day (i.e. 23:59:59) of the date requested.

(4) Company will reply to the RES with an EDI functional acknowledgement as a notice of receipt of the enrollment DASR.

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(5) After receiving the enrollment DASR, the Company shall send an EDI response to the RES.

If the enrollment is valid and is on-cycle, then the enrollment effective date communicated in the EDI response will be either the requested scheduled meter reading date (if such a date is specified in the enrollment DASR) or the next valid scheduled meter reading date (if a scheduled meter reading date is not specified in the enrollment DASR). This date should be interpreted as a placeholder by the RES, as the actual enrollment effective date may occur anytime within the four business day billing window.

If the enrollment is valid and is off-cycle, then the enrollment effective date communicated in the EDI response will be the actual enrollment effective date.

(6) If Customer is enrolling to a RES, Company will notify the Customer in writing of the scheduled enrollment and the name of the RES that will be providing power and energy services. If the Customer objects to the pending enrollment, then the Customer may request a rescission of the pending enrollment.
For a Mass Market account, the rescission request must be made by the Customer to the Company within ten calendar days of the Company's processing of the enrollment DASR. If the tenth calendar day falls on a non-business day, then the rescission period shall be extended through the next business day.

For a non-Mass Market account, the rescission request must be made by the Customer to the Company at least two business days prior to the account's scheduled meter reading date (for an on-cycle enrollment) or requested enrollment effective date (for an off-cycle enrollment).

(7) If the Customer is currently receiving power and energy from a RES and the Customer enrolls to a new RES, then the Company will notify the current RES of the account's drop effective date.

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(8) If an enrollment DASR or drop DASR is rejected, notice of rejection will be sent to the Supplier along with a reason code. Reasons for rejecting an enrollment DASR or drop DASR include the following.

(a) Required information missing;
(b) Account not found;
(c) Account not eligible;
(d) Requested enrollment or drop effective date is more than 45 days from the date the DASR was processed;
(e) Not first in – Account already has a pending enrollment;
(f) Customer's account was terminated;
(g) Account exists but is not active;
(h) Duplicate request received;
(i) RES not certified to provide the requested service;
(j) Cannot identify RES' DUNS or DUNS+4;
(k) Account does not qualify for requested billing option;
(l) RES not authorized to utilize requested billing option;
(m) Invalid Commercial Pricing Node (CPNode) requested.

(9) For both Mass Market and non-Mass Market accounts, a RES may rescind a pending enrollment and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle enrollment) or the requested enrollment effective date (for an off-cycle enrollment).

(10) The Company shall accept and process the first valid enrollment DASR that it receives for an account or service point for a particular enrollment effective date. The Company shall reject any subsequent conflicting enrollment DASR it receives for the same enrollment effective date. The Company shall reject such subsequent enrollment DASR or DASRs without notifying the Customer.

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(11) An eligible Customer may switch its MSP. The new MSP shall make the switch on behalf of the Customer by the submittal of a DASR to the Company. The MSP shall submit the DASR as required in this Tariff. All DASRs must be in EDI format. The switch shall not be made in any other manner than through a DASR submitted by the MSP. The Company shall rely on the representation made by the MSP on the DASR that the Customer has selected the MSP as its new Supplier of Metering Services.

(12) Meters may only be exchanged in a period beginning five business days after the scheduled meter reading date and ending five business days prior to the next scheduled meter reading date. Exchanges involving interval-recording meters must be scheduled with the Company. An MSP shall initiate a DASR and submit it to be effective on the scheduled meter exchange date, but in no event, any earlier than the date that was agreed to with the Customer in the LOA. The Company shall, in response to the DASR, make the DASR effective on the scheduled meter exchange date if the DASR is submitted as required in this Tariff. A DASR may be submitted any time between seven calendar days prior to the scheduled meter exchange date and 45 calendar days prior to the requested effective date. A DASR submitted more than 45 calendar days prior to the requested effective date shall be rejected. A DASR submitted less than seven calendar days prior to the scheduled meter exchange date shall be rejected unless special arrangements are made with Company. Where appointments with Company metering personnel are required for the exchange, Company will endeavor to complete the meter exchange on the requested date. In the event of a meter installation or other work backlog, Company will provide notice of the meter service backlog or the next available meter exchange date. A DASR that does not specify an effective date shall be rejected. A switch of Metering Services shall always be effective upon meter exchange.

(13) Delivery Services shall be priced and made available to all Customers on a nondiscriminatory 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 and/or Metering Services, in accordance with applicable Commission Rules.

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(14) The Company shall permit a Customer moving to a Delivery Point in its Service Area to select its Supplier as of the effective date of its initial service. The Customer's Supplier must submit an enrollment DASR to the Company in order to provide electric power and energy service and/or Metering Services at least three business days prior to the effective date of the initial service. Otherwise, the Customer shall receive power and energy from the Company under applicable tariffs. If Company has not created a Customer account in time for an enrollment DASR to be submitted, then the Supplier may submit an enrollment DASR for up to three business days after the Company's creation of the account. If Company receives an enrollment DASR for the account within these three business days and the Supplier has notified the Company in writing of its intent to enroll the account as of the account activation date, then the Company will agree to backdate the enrollment effective date to the account activation date.

C. RES and MSP Drop Procedures

A RES may terminate service to a Mass Market account by submitting an account level drop DASR to the Company. Both a service point level drop DASR and an account level drop DASR will be accepted by the Company for a non-Mass Market account. Company must receive and process the drop DASR at least seven calendar days but not more than 45 calendar days before the requested termination date.

If the drop is on-cycle and a scheduled meter reading date is specified in the drop DASR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the drop DASR, then the drop effective date communicated in the EDI response to the RES will be the requested scheduled meter reading date. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

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If the drop is on-cycle and an effective date other than a scheduled meter reading date is specified in the on-cycle drop DASR, and such date is between seven calendar days and 45 calendar days from the date that the on-cycle drop DASR is processed by the Company, then the drop effective date communicated in the EDI response to the RES wil be the next scheduled meter reading date even if such date is more than 45 calendar days after the date that the Company processes the on-cycle drop DASR. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

If the drop is on-cycle and no date is specified in the drop DASR, then the drop effective date communicated in the EDI response to the RES will be the next scheduled meter reading date that is at least seven calendar days from the date in which the drop DASR is processed by the Company. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

If the drop is off-cycle and a drop effective date is specified in the off-cycle drop DASR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the off-cycle drop DASR, then the drop effective date communicated in the EDI response to the RES will be the actual drop effective date.

If the drop is off-cycle and no effective date is specified in the off-cycle drop DASR, then the drop effective date communicated in the EDI response to the RES will be the next business day that is at least seven calendar days from the date that the Company processes the off-cycle drop DASR.

An off-cycle drop DASR will only be accepted for a non-Mass Market account or service point. If an off-cycle drop is submitted for a Mass Market account, then the drop request will be processed, but the drop effective date will default to the next scheduled meter reading date (after the requested off-cycle drop date) even if such date is more than 45 calendar days after the date that the Company processes the off-cycle drop DASR.

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If Company determines that the drop DASR contains all the required information, Company will notify the Customer in writing of the scheduled termination date.

For both Mass Market and non-Mass Market accounts, a RES may rescind their pending drop and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle drop) or the requested enrollment effective date (for an off-cycle drop).

A Customer may terminate service from a RES by contacting the Company's call center. A drop request from a Customer must be received and processed by the Company at least seven but no more then 45 calendar days before the requested termination date. A Mass Market account may only be dropped on-cycle.

An MSP may terminate its provision of Metering Services on behalf of its Customer by the submittal of a drop DASR. The termination shall become effective on the next available meter exchange date as established by the Company. If an MSP terminates service to an account and the account has no alternative source of Metering Services, the Company shall provide Metering Services to the account pursuant to this Schedule. A Customer may decide to terminate and shutoff all electric services to an account receiving Metering Services from an MSP. When a Customer terminates electric service for an eligible account, the MSP shall remove the meter, secure the location, and report all data. A Customer account receiving Metering Services from an MSP may have its electric services terminated by the Company for non-payment of utility services. Company will immediately notify the MSP of the termination date. The Company will disconnect service, secure the location, and report the visual meter data. The MSP will remain as the provider of Metering Services unless it submits a drop DASR. If the Customer's account is not reconnected and is closed by the Company, the MSP will be notified by the Company. Only the Company may reconnect service once an account has been closed for non-payment.

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