

DIRECT TESTIMONY

of

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Accountant
Accounting Department
Financial Analysis Division
Illinois Commerce Commission

Central Illinois Light Company, d/b/a AmerenCILCO,
Central Illinois Public Service Company, d/b/a AmerenCIPS,
and

Illinois Power Company, d/b/a AmerenIP

Proposal to Implement a
Combined Utility Consolidated Billing (UCB)
And Purchase of Receivables (POR) Service

Docket Nos. 08-0619/0620/0621 (Cons.)

February 24, 2009

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1 **Witness Identification**

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

3 A. My name is Theresa Ebrey. My business address is 527 East Capitol Avenue,
4 Springfield, Illinois 62701.

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

6 A. I am currently employed as an Accountant in the Accounting Department of the
7 Financial Analysis Division of the Illinois Commerce Commission (“ICC” or
8 “Commission”).

9 **Q. Please describe your professional background and affiliations.**

10 A. I have a Bachelor of Science degree in Accounting from Quincy College. I am a
11 Certified Public Accountant, licensed to practice in the State of Illinois. My prior
12 accounting experience includes fifteen years as the corporate controller of a
13 large long-term care facility in Illinois, as well as a period of time employed as an
14 outside auditor of governmental agencies. I joined the Staff of the Illinois
15 Commerce Commission (“Staff”) in April 1999.

16 **Q. Have you previously testified before any regulatory bodies?**

17 A. Yes. I have testified on several occasions before the Commission.

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

19 A. I have reviewed and analyzed Central Illinois Light Company’s (“CILCO”, or
20 “Company”), Central Illinois Public Service Company’s (“CIPS”, or “Company”)
21 and Illinois Power Company’s (“IP”, or “Company”) (jointly “Companies”,
22 “Ameren”, “Ameren Illinois Utilities”, or “AIU”) testimony and proposed tariffs.
23 The purpose of my testimony is to: 1) introduce the testimony of other Staff
24 witnesses; 2) discuss issues concerning the recovery of uncollectibles associated
25 with the purchased receivables; 3) propose specific language changes to the
26 tariffs as revised by the Companies (Companies’ response to Staff Data Request
27 TEE 5.01); and 4) sponsor the red-lined version of the tariffs showing both those
28 language changes proposed by Staff witnesses as well as changes agreed to by
29 the Companies during discovery (Supplier Terms and Conditions, Appendix A
30 and Supplemental Customer Charges, Appendix B).

31 **Introduction of Staff Testimony**

32 **Q. Describe the testimony presented by other Staff witnesses.**

33 A. ICC Staff Exhibit 2.0, the Direct Testimony of Rochelle Phipps, presents Staff’s
34 position regarding the appropriate rate of return to be included in the
35 determination of the levelized Fixed Charge Rate (“FCR”) to be used in the
36 calculations of the UCB/POR Discount Rate and UCB/POR Program Charge.
37 ICC Staff Exhibit 3.0, the Direct Testimony of Torsten Clausen, presents Staff’s
38 position regarding the appropriate discount rate to be applied to the receivables
39 purchased from a retail electric supplier (“RES”). Mr. Clausen’s testimony also
40 provides alternatives to the Companies’ proposals which the Commission may

41 wish to consider. Finally, Mr. Clausen addresses certain clarifying tariff language
42 changes.

43 ICC Staff Exhibit 4.0, the Direct Testimony of Philip Rukosuev, presents Staff's
44 position regarding clarifications of certain rate class references included in the
45 tariffs, the informational filing associated with the tariffs, and the timing for the
46 compliance filing in this case.

47 **Recovery of Uncollectibles Associated with Purchased Receivables**

48 **Q. What is your understanding of the methodology for recovery of**
49 **uncollectibles associated with purchased receivables?**

50 A. The Companies' proposed tariff language for the Supplier Terms and Conditions
51 sets the UCB/POR Discount Rate Uncollectible Cost Component ("UDC") within
52 the discount rate at the rate "as determined from the most recent rate case data
53 and Commission Order for each of the electric AIU"¹ to allow for the recovery of
54 uncollectibles associated with receivables purchased from the RES. As the
55 Companies' witness correctly points out, Section 16-118(c) of the Illinois Public
56 Utilities Act allows the Companies "to recover from retail customers any
57 uncollected receivables that may arise as a result of the purchase of
58 receivables."² Thus, periodic reconciliations to determine the Uncollected
59 Receivables ("UR")³ are provided for in the Supplemental Customer Charge
60 tariffs that should insure that the Companies receive no more and no less than

¹ Supplier Terms and Conditions, 3rd Revised Sheet No. 5.020 of the AIU.

² Ameren Exhibit 1.0, p. 27, lines 686 – 689.

³ UR is a component of the UCB/POR Program Charge in which costs that have been under or over recovered through the application of the UCB/POR Discount Rate are passed through for recovery from Eligible Customers as defined in the tariffs.

61 the full recovery of any uncollected receivables. However, certain language in
62 the tariffs could be interpreted to provide for recovery of something other than full
63 recovery of any uncollected receivables.

64 **Q. Please explain how something other than full recovery of uncollected**
65 **receivables could result from current tariff language.**

66 A. The Supplier Terms and Conditions tariff states generally that the variance
67 “between i) the Actual Uncollected Receivables experienced from the UCB/POR
68 Program and ii) the uncollectibles cost assumed in the UCB/POR Discount Rate
69 Uncollectible Cost Component”⁴ will be recovered or credited back to customers
70 via factor UR of the UCB/POR Program Charge. However, in the Supplemental
71 Customer Charge tariff, the variance component of factor UR, APRR, is defined
72 as: “The calculated amount for uncollectibles is based on the UCB/POR
73 Discount Rate Uncollectibles Cost Component.”⁵ The problem is that the UDC
74 does not specifically reflect the actual purchased receivables that are written off
75 as uncollectible. Thus, using the definitions in the tariffs to determine any
76 variance would likely result in something other than the full recovery of
77 uncollectibles.

78 In workpapers provided by the Companies in response to Staff Data Request RP
79 1.06, the Companies calculate factor UR based on the difference between the
80 uncollectibles factor times estimated revenues for assumed participation (levels
81 of switching) and the uncollectibles factor times the actual revenues based on

⁴ Supplier Terms and Conditions, 3rd Revised Sheet No. 5.025 of the AIU.

⁵ Supplemental Customer Charges Original Sheet No. 34.008 of the AIU.

82 actual participation. However, no consideration is given to the difference
83 between the assumed uncollectibles and the actual uncollectibles written off.

84 **Q. How could this be corrected so that the difference in the assumed**
85 **uncollectibles and the actual uncollectibles written off is considered in the**
86 **calculation of factor UR?**

87 A. In order to provide the Companies with full recovery of all uncollected
88 receivables, the actual write-offs of those receivables purchased under the
89 UCB/POR Program (AUR, as defined on Original Sheet No. 34.008 of the
90 Supplemental Customer Charge tariff) should be compared with the dollar
91 amount of uncollectibles included in the actual discounts taken in the purchase of
92 receivables (the UDC rate, 0.82%, times the total amount of receivables
93 purchased), rather than the anticipated amount of uncollectibles based on the
94 assumed level of participation.

95 **Q. What language changes should be made to the Supplier Terms and**
96 **Conditions tariffs to clarify this issue?**

97 A. The language on 3rd Revised Sheet No. 5.025 should be revised as follows:

98 **Uncollectibles Cost Reconciliation**
99

100 Under the terms of ILCS 5/16-118, any variance, either
101 positive or negative, between i) the Actual Uncollected
102 Receivables experienced from the UCB/POR Program
103 equal to the write-off amounts for the portion of final bills
104 associated with the RES receivables after all reasonable
105 and customary Customer collection processes have ceased
106 and ii) the uncollectibles cost assumed in the UCB/POR
107 Discount Rate Uncollectible Cost Component dollar amount
108 of uncollectibles included in the actual discounts taken in the
109 purchase of receivables will be recovered from or credited
110 back to Eligible Customers via Factor UR of the UCB/POR
111 Program Charge.

112
113 The actual annual uncollected receivables related to the
114 purchase of RES receivables experienced as a result of the
115 provision of the UCB/POR Program shall be tracked each
116 Calendar Year and compared to the ~~calculated-dollar~~
117 amount for uncollectibles included in the actual discounts
118 taken in the purchase of receivables based on the
119 UCB/POR Discount Rate Uncollectible Cost Component.

120
121 Any variance, either positive or negative, between the dollar
122 ~~amounts that the Company ultimately collects write-off~~
123 amounts for the portion of final bills associated with the RES
124 receivables after all reasonable and customary Customer
125 collection processes have ceased and the dollar amount of
126 uncollectibles included in the actual discounts taken in the
127 purchase of receivables calculated amount for uncollectibles
128 based on the uncollectible component of the UCB/POR
129 Discount Rate, plus interest, during the First Reconciliation
130 Period shall be recovered from or credited to Eligible
131 Customers in Factor UR of the UCB/POR Program Charge
132 to take effect for the June 2012 billing period. The interest
133 shall be at the rate established by the ICC in accordance
134 with 83 Illinois Administrative Code Section 280.70(e)(1).

135 **Q. What language changes should be made to the Supplemental Customer**
136 **Charges tariffs to clarify this issue?**

137 A. The definition of factor APRR on Original Sheet No. 34.008 should be revised as
138 follows:

139 APRR = ~~The calculated amount for uncollectibles is based~~
140 ~~on the UCB/POR Discount Rate Uncollectibles Cost~~
141 ~~Component.~~ dollar amount of uncollectibles included
142 in the actual discounts taken in the purchase of
143 receivables during the reconciliation period.

144 **Additional Tariff Language Changes**

145 **Q. What specific language changes do you propose to the Supplier Terms and**
146 **Conditions tariff language as revised by the Companies?**

147 A. In addition to the clarifying language proposed in the preceding section regarding
148 the UDC, I propose the following changes to the tariff language as revised by the
149 Companies:

- 150 1) To remove the phrase “but not limited to” as it is included in any definition
151 of costs eligible for recovery in the discount rate. This phrase leaves the
152 door open for the recovery of any type of costs in the discount rate. While
153 the Companies claim the process of designing and developing the
154 necessary changes to the billing system and business processes is
155 ongoing, the Companies have “not identified any examples of the types of
156 costs that might fall into the category of costs not yet anticipated.”⁶
- 157 2) To include in the definition of Start-up Costs on 3rd Revised Sheet No.
158 5.018, the explanation of the separation of the costs into both the UCB
159 and POR components and to delete the “UCB/POR Start-Up Costs”
160 definition on 3rd Revised Sheet No. 5.019 as it is redundant.
- 161 3) To include a statement included in the Companies’ response to Staff Data
162 Request TEE 3.16 which was not reflected in the Companies’ revised
163 tariffs on 3rd Revised Sheet No. 5.027 provided in response to Staff Data
164 Request TEE 5.01 discussing the deferral of POR related Start-Up Costs.
- 165 4) To reflect additional changes proposed by the Ameren Illinois Utilities in
166 response to Staff Data Request TEE 4.03 (Attachment A) not reflected in
167 the Companies’ revised tariffs but provided in their response to Staff Data
168 Request TEE 5.01 and to which Staff is not opposed.

⁶ Companies’ response to Staff Data Request TEE 2.01.

169 5) To correct references to “historical uncollectible costs” to read
170 “uncollectible costs from the AIU’s most recent Commission Order for
171 each electric AIU.”

172 **Q. What specific language changes do you propose to the Supplemental**
173 **Customer Charges tariff language as revised by the Companies?**

174 A. In addition to the clarifying language proposed in the preceding section regarding
175 the UDC, I propose the following changes to the tariff language as revised by the
176 Companies:

177 1) To remove the phrase “but not limited to” as it is included in any definition
178 of costs. This phrase leaves the door open for the recovery of any type of
179 costs in the UCB Program Charge. While the Companies claim the
180 process of designing and developing the necessary changes to the billing
181 system and business processes is ongoing, the Companies have “not
182 identified any examples of the types of costs that might fall into the
183 category of costs not yet anticipated.”⁷

184 2) To reflect additional changes proposed by the Ameren Illinois Utilities in
185 response to Staff Data Request TEE 4.03 (Attachment A) not reflected in
186 the Companies’ revised tariffs but provided in their response to Staff Data
187 Request TEE 5.01 and to which Staff is not opposed.

188 3) To correct references to “historical uncollectible costs” to read
189 “uncollectible costs from the AIU’s most recent Commission Order for
190 each electric AIU.”

⁷ *Id.*

191 **Conclusion**

192 **Q. Does this question end your prepared direct testimony?**

193 **A. Yes.**

SUPPLIER TERMS AND CONDITIONS

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SUPPLIER TERMS AND CONDITIONS

1. AVAILABILITY

This Tariff shall govern the business practices to be followed by the Company and the following Suppliers (also see Definitions Section 3):

- (a) any Alternative Retail Electric Supplier (ARES) holding a currently effective Certificate of Service Authority from the Commission to provide service in some or all of Company's Service Area;
- (b) any "electric utility" as defined in Section 16-102 of the Public Utilities Act;
- (c) any Customer that is qualified as a Customer Self-Manager (CSM) by meeting the requirements of Section 4.F. of these Supplier Terms and Conditions; and
- (d) any Metering Services Provider (MSP) holding a currently effective Certificate of Metering Service Authority from the Commission to provide Metering Services in Company's Service Area.
- (e) The term Retail Electric Supplier (RES) refers to both ARES and electric utilities. Additionally, where any of the provisions contained herein apply to all of (a) through (d) above, the term "Supplier" shall be used.

2. NATURE OF SERVICE

A. Purpose

These Terms and Conditions govern the business relationship between a Supplier in its provision of service to a Customer and the obligations of the Supplier in arranging to provide power and energy and/or Metering Services to Delivery Services Customers. The Company has no obligation under these Terms and Conditions to provide power and energy and/or Metering Services to a Supplier or its Customer(s). The Customer's use of the Company's power or energy services beyond those required to provide Ancillary Services required by the Transmission Provider's FERC-approved tariffs related to Transmission Service shall be considered unauthorized use of energy services.

SUPPLIER TERMS AND CONDITIONS

These Supplier Terms and Conditions set forth the procedures for the following:

- (1) Suppliers registering with the Company;
- (2) Customers becoming Customer Self-Managers;
- (3) Suppliers enrolling Customers in, and terminating Customers from, RES supplied power and energy; and
- (4) Selecting Billing options available with Delivery Services.

B. Relationship of the Customer, the Supplier, and the Company

- (1) Customer and Company
 - (a) The Customer receives Delivery Service from the Company under this Schedule.
- (2) Customer and Supplier
 - (a) Suppliers provide electric power and energy and/or Metering Services to the Customer pursuant to contractual arrangements that are not part of the Company's Schedules. The Company is not a party to such contractual arrangement with the Customer taking service under these Supplier Terms and Conditions and shall not be bound by any term, condition, or provision of agreement for such service.
 - * (b) Each Customer shall provide appropriate authorization to such Supplier to provide electric power and energy and/or Metering Services.
 - (c) By taking Delivery Services from the Company and purchasing electric power and energy from a RES, a Customer authorizes that RES, on the Customer's behalf, to arrange for the procurement of that portion of Transmission Service and Ancillary Transmission Services to be used by the Customer, pursuant to these Terms and Conditions.

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- (d) The Customer authorizes the RES to act on its behalf as a Transmission Service Agent (TSA) under the Transmission Provider's FERC-approved tariffs related to Transmission Service in connection with such transactions.
- (3) Company and Supplier
 - (a) Suppliers are not agents of the Company and shall 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.
 - (b) All services covered by the Transmission Provider's FERC-approved tariffs related to Transmission Service shall be considered Transmission Service and shall be provided exclusively at the prices and in accordance with the terms and conditions set forth in the Transmission Provider's FERC-approved tariffs. Unless otherwise expressly offered in this Schedule, the Transmission Provider's FERC-approved tariffs related to Transmission Service, or other Agreement, the Company has no obligation to provide the RES with any other service.
 - (c) All other services not provided in accordance with this Schedule, the Transmission Provider's FERC-approved tariffs related to Transmission Service or another Schedule on file with the Illinois Commerce Commission (ICC) as required by law shall not be subject to the jurisdiction of the ICC.

3. DEFINITIONS

Definitions associated with Suppliers are located in the Definitions Section of Customer Terms and Conditions.

SUPPLIER TERMS AND CONDITIONS

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.

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.

SUPPLIER TERMS AND CONDITIONS

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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B. Meter Reading

Company will continue to read its own meters in its Service Area. The MSP shall be responsible for reading its meters and for providing the meter readings to the Company in accordance with this Schedule. If the Company is reasonably unable to read the meter when scheduled, or if the meter for any reason fails to accurately register the amount of electricity supplied or the Demand of any Customer for a period of time, or if the MSP fails to provide meter reading in a timely manner, the Company shall make a reasonable estimate of the consumption of electricity during those periods when the meter is not read or accurate, based on available data and estimation procedures commonly used by the Company. The Company shall provide to the RES metered data for retail billing and settlement purposes, whether such data was collected by Company or by an MSP, pursuant to the processes described in the RES Handbook.

C. Metering Requirements

The Company will not require a Customer to take additional metering or metering capability as a condition of taking Service from a RES unless the Commission finds, after notice and hearing, that additional metering or metering capability is required to meet reliability requirements. However, a Customer that opts to take Partial Requirements Supply Service is required to have interval metering. In the event that additional metering or metering capability is required, the Customer or the Customer's Supplier may arrange for such metering or metering capability through either the Company or through an MSP.

D. Request for Interval Metering

Interval meters are meters which provide continuous measurement of electric consumption such that usage information is available for discrete increments (e.g., hour by hour) throughout the metering period. A Customer or their RES may request that interval meters be installed for Customer by the Company at the Customer expense. In this case, Company will own, furnish, install, calibrate, test, maintain, and read meters used for billing and settlement purposes. The charge associated with the incremental cost of interval metering shall be determined pursuant to the Excess Facilities section of Standards and Qualifications for Electric Service. Customer shall also be charged a monthly data processing fee as shown in the Miscellaneous Fees and Charges tariff. A Customer or its RES, with authorization from its Customer, may arrange to have an MSP provide interval metering, pursuant to the terms of this Schedule.

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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 become either an SBO Guarantor or SBO Agent as follows:

SUPPLIER TERMS AND CONDITIONS

(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.

SUPPLIER TERMS AND CONDITIONS

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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)~~ (subject to the 400 kW limits of Rider BGS) 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 (subject to the 400 kW limits of Rider BGS) 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.

SUPPLIER TERMS AND CONDITIONS

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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 (subject to the 400 kW limits of Rider BGS) 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 (subject to the 400 kW limits of Rider BGS) 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 are 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. Ongoing Administrative Costs shall include, ~~but are not limited to,~~ ongoing Incremental Costs to operate and administer the UCB/POR Program, specifically: (a) ongoing electronic data interchange (EDI) costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the UCB/POR Program; and (c) 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.

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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 rate calculated and filed pursuant to the terms and conditions of this tariff. ~~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 are 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. Start-Up Costs include, but may not be limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and related enhancements; and (c) development of information technology to implement the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates.

The Start-Up Costs for the UCB/POR Program will be specifically identified and assigned to a UCB related cost component and a POR related cost component. Final recovery of any over or under recovery may extend beyond five years.

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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 (UDR)

The receivables for Electric 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 ~~UCB/POR Discount Rate~~ UDR will be based on the ~~AIU's historical uncollectible costs from the AIU's most recent Commission Order for each electric AIU 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. The UCB/POR Discount Rate Uncollectible Cost Component will be based on the AIU's most recent Commission Order for each electric AIU.

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 and shall be expressed as a percent. The UCB/POR Discount Rate will be equal for all AIU.

$$\mathbf{UDR = UDC + USD + PSD + OAdm + \underline{BF}}$$

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UDC = UCB/POR Uncollectible 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, and
BF = Balance Factor

The UDR will be set at 1.5% for the initial rate period ~~is June 2009~~ through May 2012. Subsequent to the initial rate period, the UDR will be determined annually for each Program Year of June through May of the subsequent year.

UCB/POR Discount Rate Uncollectible Cost Component (UDC)

$$\text{UDC} = \text{RCU/TR}$$

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)

$$\text{USD} = ((\text{USR} \times \text{FCR}) \times (.25))/\text{EPR}$$

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Where:

USR = the amount of the UCB related portion of UCB/POR Start-Up Costs.

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 23.74~~27.15~~%.

EPR = Estimated UCB/POR Program Receivables purchased from the RES. The amount shall be projected for the period that corresponds to the period for which the rate will be in effect. The initial 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 on or about July 15, 2008 ~~for the initial period and annually around July 15 thereafter~~. A UCB/POR Program participation rate will be estimated for each eligible DS rate class and, for the initial rate period, a RES supply price estimate will be derived by applying a 7 percent discount to the Company's then existing BGS prices.

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The EPR component for the initial rate period shall be based on a three-year simple average estimated UCB/POR Program Receivables.

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

$$\text{PSD} = (\text{PSR} \times \text{FCR}) / \text{EPR}$$

Where:

PSR= the amount of the POR related portion of the UCB/POR Start-Up Costs.

FCR is defined in the USD calculation above.

EPR is defined in the USD calculation above

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Ongoing Administrative Cost (OAdm)

$$\text{OAdm} = \text{OAC}/\text{EPR}$$

Where:

OAC = Ongoing Administrative Costs.

EPR is defined in the USD calculation above.

Balance Factor (BF)

$$\underline{\underline{\text{BF} = \text{UDR} - \text{UDC} - \text{USD} - \text{PSD} - \text{Oadm}}}$$

SUPPLIER TERMS AND CONDITIONS

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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 60 days prior to the effective date of the change in the USD, PSD, and Oadm ~~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 UDC ~~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 USD, PSD, and Oadm ~~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 UDC ~~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 UDC ~~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 from the effective date of this tariff 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 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 and ii) the ~~uncollectibles cost assumed in the UCB/POR Discount Rate Uncollectible Cost Component~~ dollar amount of uncollectibles included in the actual discounts taken in the purchase of receivables 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~~ dollar amount for uncollectibles included in the actual discounts taken in the purchase of receivables 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~~ write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased and the dollar amount of uncollectibles included in the actual discounts taken in the purchase of receivables ~~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 actual uncollectibles experienced from the UCB/POR Program 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 ~~could~~ would be used to update the USD, PSD, and Oadm UCB Start-Up Cost, POR 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 recovery of 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~~ five years from the effective date of this tariff) 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 UCB/POR~~ 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 Five, the actual POR Start-Up Cost recovery that exceeds estimated POR Start-Up Cost recovery shall be used to offset any POR Start-Up Cost under-recovery from the first reconciliation period. At the end of the second reconciliation period, 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. In Program Year 5, this cost component will be removed from the UCB/POR Discount Rate calculation.

SUPPLIER TERMS AND CONDITIONS

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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 recovery of 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.

Terms and Conditions

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.~~

SUPPLIER TERMS AND CONDITIONS

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. 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. The Company shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the Company by the RES. The RES will credit the Company an amount equal to the additional costs actually incurred by the Company 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.

E. 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.

SUPPLIER TERMS AND CONDITIONS

- (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.
- (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.

SUPPLIER TERMS AND CONDITIONS

F. 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.

G. 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.

SUPPLIER TERMS AND CONDITIONS

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.

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.

SUPPLIER TERMS AND CONDITIONS

- (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).

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.

SUPPLIER TERMS AND CONDITIONS

- (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.

- (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.

SUPPLIER TERMS AND CONDITIONS

- (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 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.

SUPPLIER TERMS AND CONDITIONS

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.

SUPPLIER TERMS AND CONDITIONS

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.

SUPPLIER TERMS AND CONDITIONS

- (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.

SUPPLIER TERMS AND CONDITIONS

- (8) If an enrollment DADR or drop DADR is rejected, notice of rejection will be sent to the Supplier along with a reason code. Reasons for rejecting an enrollment DADR or drop DADR 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 DADR 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 DADR that it receives for an account or service point for a particular enrollment effective date. The Company shall reject any subsequent conflicting enrollment DADR it receives for the same enrollment effective date. The Company shall reject such subsequent enrollment DADR or DADRs without notifying the Customer.

SUPPLIER TERMS AND CONDITIONS

- (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 DADR 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 DADR to be submitted, then the Supplier may submit an enrollment DADR for up to three business days after the Company's creation of the account. If Company receives an enrollment DADR 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 DADR to the Company. Both a service point level drop DADR and an account level drop DADR will be accepted by the Company for a non-Mass Market account. Company must receive and process the drop DADR 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 DADR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the drop DADR, 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 DADR, and such date is between seven calendar days and 45 calendar days from the date that the on-cycle drop DADR is processed by the Company, then the drop effective date communicated in the EDI response to the RES will 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 DADR. 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 DADR, 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 DADR 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 DADR 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 DADR, 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 DADR, 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 DADR.

An off-cycle drop DADR 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 DADR.

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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 than 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.

SUPPLIER TERMS AND CONDITIONS

D. Termination of Service to a RES or MSP

Service to a Supplier under this Schedule may be terminated if the Supplier does not comply with the provisions of applicable rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company; or if service under the Transmission Provider's FERC-approved tariffs related to Transmission Service is terminated. Service to a Supplier may also be terminated if the supplier's Certificate of Service Authority is revoked by the Commission.

12. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in Commission rules.

13. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this Tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this tariff.

B. Confidential Data – Non-disclosure

- (1) The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term "confidential information" shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier's name. "Confidential information" shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.

SUPPLIER TERMS AND CONDITIONS

- (2) Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

C. Commission Jurisdiction

The Commission shall have jurisdiction in accordance with the provisions of Article X of the Act to entertain and dispose of any complaint against any Supplier alleging (1) that the Supplier has violated or is in nonconformance with any applicable provisions of Section 16-115 through Section 16-115A; (2) that the Supplier has violated or is in nonconformance with this Supplier Terms and Conditions or any of its agreements relating to Electric Service; or (3) that the Supplier has violated or failed to comply with the requirements of Sections 8-201 through 8-207, 8-301, 8-505, or 8-507 of the Act as made applicable to Supplier.

D. Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular Electric Service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

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The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable damage to Customer's motor or any other equipment or property caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and other equipment or property to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions. The Company shall not be responsible or liable for any losses suffered due to the termination of service. The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

The Company shall not be responsible nor liable for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electrical energy used on the Premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

SUPPLIER TERMS AND CONDITIONS

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements, or any other applicable rule, regulation, order or tariff.

E. Supplier Indemnification of Company

The Supplier shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any Person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Supplier's delivery or non-delivery of power and energy/and or Metering Services to its Customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the Supplier's failure to deliver energy services.

F. Release of Customer Information to RES

(1) Customer Specific Information.

A Customer or a RES may request Customer specific information that includes energy usage for the last 24 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company call centers or on the Company's web site, www.ameren.com. The preferred method for requesting Customer specific information is via www.ameren.com.

SUPPLIER TERMS AND CONDITIONS

(2) Ongoing Usage Information.

For each billing month that a Customer is enrolled with a RES, the Company will provide to the RES the monthly usage data for each Customer account. In the event that the Customer has designated an MSP for its metering services, the Company shall provide the monthly usage data after the Company has received such data from the MSP. The Company will send monthly consumption data and interval data via EDI or e-mail.

(3) Customer Specific Billing Information.

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be provided to the Customer's billing address or to the address specified by the agent. Interval data will be sent via e-mail.

(4) No Release of Information.

No Supplier or other Person who has obtained Customer information provided by the Company shall release Customer information to any Person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).

SUPPLIER TERMS AND CONDITIONS

(5) Customer Information Center.

The Company will maintain and make available to Customers a list of Suppliers that have been certified by the Illinois Commerce Commission and registered with the Company. The Company will maintain a Customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.

A list of Suppliers certified by the Illinois Commerce Commission and registered with the Company will also be maintained on the Company's website, www.ameren.com.

(6) Meter Attribute Information.

With specific Customer approval, the Company will provide certain information on the Customer's Company-owned meter(s) to certified MSPs. Such information will include the number of meter(s), voltage and other pertinent information.

(7) Nondiscriminatory Provision of Information.

In providing information to the Customer and the Supplier, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.

SUPPLEMENTAL CUSTOMER CHARGES

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PURPOSE

The Supplemental Customer Charges shall consist of the Renewable Energy Resources and Coal Technology Development Assistance Charge, Energy Assistance Charge and the UCB/POR Program Charge.

Pursuant to terms of Section 75, Article 6, and Section 85 of 305 ILCS 20/13 the Company shall impose monthly charges on Customers for Renewable Energy Resources and Coal Technology Development Assistance and Supplemental Low-Income Energy Assistance.

Pursuant to 16-118 of the Public Utilities Act 220 ILCS 5/16-118, the Company is directed to offer Utility Consolidated Billing (UCB) and Purchase of Receivables (POR) and authorized to recover uncollectible receivables as well as any prudently incurred costs incurred in providing UCB and POR services.

APPLICATION OF CHARGES

The total amount of Supplemental Customer Charges each month shall be added and combined with the stated Customer Charge for the applicable DS tariff and shown as a single charge on the monthly bill. The Supplemental Customer Charges shall be reflected once for each Customer account. For each Customer account for which there is no existing Customer Charge under the terms of the Customer's electric service tariff, a Customer Charge that includes the appropriate Supplemental Customer Charges will be shown on the Customer's monthly bill.

RENEWABLE ENERGY RESOURCES AND COAL TECHNOLOGY DEVELOPMENT ASSISTANCE CHARGE AND ENERGY ASSISTANCE CHARGE

The Renewable Energy Resources and Coal Technology Development Assistance Charge and Energy Assistance Charge shall be applicable to the following rate tariffs:

Residential – Rate DS-1

Non-Residential – Rate DS-2, DS-3 and DS-4

Lighting – Rate DS-5 (for stand alone account only)

SUPPLEMENTAL CUSTOMER CHARGES

The Renewable Energy Resources and Coal Technology Development Assistance Charge shall be assessed as follows:

- (1) \$0.05 per month on each account for residential electric service.
- (2) \$0.50 per month on each account for non-residential electric service taking less than ten megawatts of electric peak demand during the previous calendar year.
- (3) \$37.50 per month on each account for non-residential electric service taking ten megawatts or greater of electric peak demand during the previous calendar year.

The Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund shall be assessed as follows:

- (1) \$0.40 per month on each account for residential electric service.
- (2) \$4.00 per month on each account for non-residential electric service which had less than ten megawatts of electric peak demand during the previous calendar year.
- (3) \$300.00 per month on each account for non-residential electric service which had ten megawatts or greater of electric peak demand during the previous calendar year.

*** UTILITY CONSOLIDATED BILLING / PURCHASE OF RECEIVABLES (“UCB/POR”) PROGRAM CHARGE**

- * The UCB/POR Program Charge shall be applicable to Customers served under the following tariffs (Eligible Customers):

SUPPLEMENTAL CUSTOMER CHARGES

Residential – Rate DS-1;

Non-Residential – Rate DS-2, DS-3 (subject to the 400 kW limits of Rider BGS); and

Lighting – Rate DS-5 (for stand alone accounts only).

The UCB/POR Program Charge shall be assessed each Billing Period. The amount of the UCB/POR Program Charge shall be shown on an informational sheet supplemental to this tariff and filed with the ICC, prior to the initial Program Year. Such initial 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 Charge. An informational filing postmarked after that date but prior to the charge 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 Public Utilities Act 220 ILCS 5/9-201 (a). Any informational filings shall be accompanied by work papers showing the calculation of the UCB/POR Program Charge. Each UCB/POR Program Charge shall become effective as indicated on the informational filing and shall remain in effect until supplemented or canceled.

Definitions

The following definitions are only applicable to this section - Utility Consolidated Billing /Purchase of Receivables (UCB/POR) Program Charge, 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.

SUPPLEMENTAL CUSTOMER CHARGES

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 Supplier Terms and Conditions, 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 Cost (OAdm) means Incremental Costs incurred by or for the Company in association with the UCB/POR Program and include, ~~but are not limited to~~ ongoing Incremental Cost to operate and administer the UCB/POR Program, specifically: (a) ongoing electronic data interchange(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.

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.

SUPPLEMENTAL CUSTOMER CHARGES

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 for a specific Billing Period. Such amounts due, or receivables, shall be sold to the Company at a discount.

Start-Up Costs

Start-Up Costs are 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 Program Charge section of this tariff. 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 related enhancements; and (c) development of information technology to implement the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates. The 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.

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 the Electric Power and Energy Service of RES shall be purchased by the Company at a discount rate calculated and filed pursuant to the ~~ICC approved~~ Supplier Terms and Conditions tariff. The UCB/POR Discount Rate will be based on the AIU's historical uncollectible costs from the AIU's most recent Commission Order for each electric AIU 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 the Supplier Terms and Conditions. The UCB/POR Discount Rate Uncollectible Cost Component will be based on the AIU's most recent Commission Order for each electric AIU.~~historical uncollectible costs.~~

SUPPLEMENTAL CUSTOMER CHARGES

Determination of UCB/POR Program Charge

The first UCB/POR Program Charge shall be determined for the initial rate period of June 2009 through May 2012. Subsequent to the initial rate period, the UCB/POR Program Charge will be determined annually for the UCB/POR Program Year of June through May of the subsequent year. The UCB/POR Program Charge will be equal for all Ameren Illinois Utilities (AIU) and shall be rounded to the nearest whole cent. ~~The Company reserves the right to modify the UCB/POR Program Charge during the initial rate period, with leave of the Commission, in the event that circumstances experienced are materially different than expected.~~ The UCB/POR Program Charge is calculated as follows:

$$\text{UCB/POR Program Charge} = (\text{USC} + \text{UR} + \text{OAR}) / \text{EC} / 12$$

Where:

USC = the UCB portion of the UCB/POR Program Start-Up Costs assigned to Eligible Customers plus adjustments.

UR = Uncollected Receivables recovery variance, either positive or negative.

OAR = Ongoing Administrative Cost recovery variance, either positive or negative.

EC = Number of Eligible Customers for the period that corresponds with the UCB/POR Program Charge calculation.

UCB portion of UCB/POR Program Start-Up Costs assigned to Eligible Customers (USC)

USC is calculated as follows:

$$\text{USC} = (\text{USR} \times \text{FCR}) \times 75\% + \text{ARA} + \text{ORA}$$

SUPPLEMENTAL CUSTOMER CHARGES

Where:

USR = the UCB related portion of UCB/POR Start-Up Costs to be amortized over 5 years.

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 Factor USC of the UCB/POR Program Charge. Ultimately, the final percentage amounts actually recovered from RES and Eligible Customers may differ.

FCR = The five year levelized annual Fixed Charge Rate shall equal 23.7427.15%.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the UCB related portion of UCB/POR Start-Up Costs, plus interest, resulting from the following components:

- (i) the variance, either positive or negative, between the USC Factor charges actually recovered from Eligible Customers and the USC Factor cost projected to be recovered from Eligible Customers; and
- (ii) the variance, either positive or negative, between the UCB Start-Up Costs actually recovered through the UCB/POR Discount Rate and the UCB Start-Up Costs projected to be recovered through the UCB/POR Discount Rate.

SUPPLEMENTAL CUSTOMER CHARGES

The ARA Factor will be deemed to be zero for the initial rate period through May 2012.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

The First Reconciliation Period for the USC Factor will cover the period June 2009 through December 2011. Any variance, either positive or negative, for the First Reconciliation Period plus interest, shall be recovered or credited through Factor ARA to take effect for the June 2012 billing period. The Second Reconciliation Period for the USC Factor will cover calendar years 2012 and 2013. Any variance, either positive or negative, for the Second Reconciliation Period, plus interest, shall be recovered or credited through Factor ARA to take effect for the June 2014 billing period. Subsequent to the Second Reconciliation Period, reconciliation shall occur through Factor ARA.

In addition, at the end of the fifth Program Year, any variance, either positive or negative, between projected and actual recovery of POR Start-Up Cost, plus interest, shall be included in Factor ARA. The POR Start-Up Cost is included in the UCB/POR Discount Rate as shown in the Supplier Terms and Conditions tariff.

The USC portion of the UCB/POR Program Charges will be eliminated once USC cost is fully recovered.

Uncollected Receivables (UR)

The UR recovery variance can be either positive or negative and is calculated as follows:

$$\mathbf{UR = (AUR - APRR) + ARA + ORA}$$

SUPPLEMENTAL CUSTOMER CHARGES

Where:

AUR = The 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.

APRR = ~~The calculated amount for uncollectibles is based on the UCB/POR Discount Rate Uncollectibles Cost Component~~ dollar amount of uncollectibles included in the actual discounts taken in the purchase of receivables during the reconciliation period.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the UR component, plus interest, resulting from the application of the UR Factor.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

The cost for the UR Factor shall be zero for the initial rate period of June 2009 through May 2012. The initial calculation and application of the UR Factor will occur subsequent to the First Reconciliation Period (June 2009-December 2011) for the UCB/POR Uncollectible Discount Component of the UCB/POR Discount Rate, and applied to the UCB/POR Program Charge beginning in June 2012. The Second Reconciliation Period will cover calendar years 2012 and 2013. Any variance, either positive or negative, between the projected and actual cost recovery via the UR Charge, plus interest (ARA factor), shall take effect for the June 2014 billing period.

SUPPLEMENTAL CUSTOMER CHARGES

This method for reconciling the variance, through Factor UR shall continue annually thereafter and take effect in the subsequent June 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).

Ongoing Administrative Cost (OAR)

The OAR recovery variance can be either positive or negative and is calculated as follows:

$$\mathbf{OAR = (OACR - OACF) + ARA + ORA}$$

Where:

OACR = The amount of Ongoing Administrative Cost actually incurred by the Company.

OACF = The amount of Ongoing Administrative Cost actually recovered pursuant to the OAdm component of the UCB/POR Discount Rate.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the OAR component, plus interest, pursuant to the application of the OAR Factor.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

SUPPLEMENTAL CUSTOMER CHARGES

The cost for the OAR Factor shall be zero for the initial rate period of June 2009 through May 2012. The initial calculation and application of the OAR Factor will occur subsequent to the First Reconciliation Period (June 2009-December 2011) for the UCB/POR Ongoing Administrative Costs Component of the UCB/POR Discount Rate, and applied to the UCB/POR Program Charge beginning in June 2012. The Second Reconciliation Period will cover calendar years 2012 and 2013. Any variance, either positive or negative, between the OACR and the OACF, plus interest (ARA factor), shall be recovered or credited through Factor OAR to take effect for the June 2014 billing period. This method for reconciling the variance through Factor OAR shall continue annually thereafter and take effect in the subsequent June Billing Period.

Annual UCB/POR Program Charge Audit Report

Annually, subsequent to completion of a Program Year, the Company must conduct an internal audit of its costs and recoveries of such costs through the UCB/POR Program Charge. The internal audit shall include, but not be limited to, the following steps to determine: 1) if and to what extent costs recovered through this Program Charge are recovered through other approved tariffs; 2) whether the UCB/POR Program Charge is being properly billed to Customers; 3) whether the UCB/POR Program Charge 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 Program Charge, 5) whether the costs classified as ongoing administrative costs are the appropriate costs to be recovered through the UCB/POR Program Charge, and 6) 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 Program Charge. The above list of determinations does not limit the scope of the audit.

SUPPLEMENTAL CUSTOMER CHARGES

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.

**The Ameren Illinois Utilities’
Response to Staff Data Requests
ICC Docket Nos. 08-0619, 08-0620, 08-0621 (cons.)
Proposal to Implement Combined UCB/POR Service
Response Date: 2/18/2009**

TEE 4.03

Referring to the Company’s response to Staff data request TEE 3.01, please confirm that the definitions of terms included in the proposed Supplier Terms and Conditions tariffs are identical to the definitions of the same terms as included in the proposed Supplemental Customer Charge tariffs. To the extent that any definitions are not identical, provide an explanation to explain why each difference is appropriate.

RESPONSE:

Prepared By: Lynn D. Pearson
Title: Regulatory Consultant
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The definitions in the proposed Supplier Terms and Conditions (ST&C) tariffs and the Supplemental Customer Charges (SCC) tariffs are not identical. The differences and explanation for the differences as well as resulting proposed changes to the Definitions sections of the tariffs are as follows:

- 1) The Supplemental Customer Charges tariffs do not include the definitions for Customer Subgroups, Disputed Charges, Power and Energy Service, UCB/POR Program Charge and UCB/POR Start-Up Cost. The AIU determined that it was not necessary to include those definitions in the Supplemental customer Charges tariffs. The AIU propose to add the definition of Power and Energy Service to the Supplemental Customer Charges tariffs because it is a term used in the Supplemental Customer Charges tariffs. This was an oversight.
- 2) The definitions for Ongoing Administrative Costs are not identical in the ST&C and the SCC. To be consistent with the response to TEE 3.02, the AIU propose to revise the definition of Ongoing Administrative Costs in the SCC to remove the phrase “tracking the recovery and reconciliation processes for UCB/POR Program costs, preparing audit reports with respect to the UCB/POR Program. The change was made to the definition of Ongoing Administrative Costs in the ST&C. These tasks will be performed by current AIU employees unless and until the activity of the Program grows to the extent that it provides necessary to add staff to handle these and other tasks related to UCB/POR. The response to TEE 3.02 also agreed to move the language regarding Ongoing Administrative Costs up to the Definitions section of the tariff. That change makes it consistent with the proposed SCC.
- 3) The definitions for Purchase of Receivables are not identical in the ST&C and the SCC. The AIU propose to make them identical by removing the last sentence from the definition of Purchase of Receivables in the ST&C tariff which reads

“Payments for such receivables is provided on a rolling basis and described further in sections 7D and E below.” That sentence is not necessary in the Definition and the information is provided elsewhere in the tariff.

- 4) The definitions for Start-Up Costs are essentially identical with the exception that the SCC refers to the UCB/POR Program Charge whereas the ST&C refers to the UCB/POR Discount Rate in addition to the USC portion of the UCB/POR Program Charge. The AIU believe that the definition differences are appropriate.
- 5) There are slight differences between the definitions for UCB/POR Discount Rate in the ST&C and the SCC. The AIU propose to make the definitions identical by adopting the definition in the SCC and using it in the ST&C.
- 6) There are slight differences between the definitions for UCB/POR Discount Rate Uncollectible Cost Component in the ST&C and the SCC. The AIU propose to make the definitions identical by adopting the definition in the SCC and using it in the ST&C.