

**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

Commonwealth Edison Company	)	
Proposal to establish Rider PORCB	)	
(Purchase of Receivables with Consolidated Billing) and	)	Docket No. 10-0138
To revise other related tariffs	)	

**INITIAL BRIEF**  
**OF THE RETAIL ENERGY SUPPLY ASSOCIATION**

I. INTRODUCTION

The Retail Energy Supply Association (“RESA”) is a broad and diverse group of retail energy suppliers who share the common vision that competitive retail energy markets deliver a more efficient, customer-oriented outcome than a regulated utility structure. RESA is devoted to working with all stakeholders to promote vibrant and sustainable competitive retail energy markets for residential, commercial and industrial consumers. RESA’s members include ConEdison *Solutions*; Constellation NewEnergy, Inc.; Direct Energy Services, LLC; Energy Plus Holdings, LLC; Exelon Energy Company; GDF SUEZ Energy Resources NA, Inc.; Gexa Energy; Green Mountain Energy Company; Hess Corporation; Integrys Energy Services, Inc.; Just Energy; Liberty Power; PPL EnergyPlus; Reliant Energy Northeast LLC; Sempra Energy Solutions LLC. The comments expressed in this filing represent the position of RESA as an organization but may not represent the views of any particular member of RESA.

RESA sponsored the testimony of Timothy LoCascio. Mr. LoCascio is employed by the retail energy supplier, Liberty Power, as the Manager of Regulatory Affairs. *Id.*, p. 1. Mr. LoCascio testified on three subjects: 1) Commonwealth Edison Company's ("ComEd")'s proposed switching rules; 2) ComEd's proposed April 1, 2011 implementation date; and, 3) the per-bill fee to collect implementation costs for the Purchase of Receivables and Utility Consolidated Billing ("POR/UCB") program. RESA addresses these three issues in this Initial Brief. In addition, RESA addresses the issue of requiring ComEd to include bill inserts from Retail Electric Suppliers ("RES") in its mailings.

In summary, RESA believes ComEd's proposed 18-day enrollment window is excessive and inconsistent with pending consumer protections that are being considered in a rulemaking proceeding, Docket 09-0592. Additionally, RESA does not support ComEd delaying the implementation of its POR/UCB program until April 1, 2011 since that could cause a delay in the development of active competition for residential and small commercial customers. In addition, as a signatory to the Memorandum of Understanding among several parties, RESA supports ComEd recovering its implementation costs through a \$.50 per-bill fee for all customer types. Finally, ComEd should be required to include bill inserts from RESs in its mailings.

**II. COMED'S PROPOSED SWITCHING RULES SHOULD NOT BE ADOPTED IN THIS PROCEEDING; THE MATTER IS BETTER ADDRESSED IN THE PENDING RULEMAKING, DOCKET 09-0592.**

RESA recommends that the Commission reject ComEd's proposed tariff language regarding the ability of a customer to rescind (or cancel) a pending enrollment as well as related language providing for an extended enrollment waiting period. ComEd's tariff language unnecessarily prejudices issues that are separately being addressed in a comprehensive rulemaking proceeding to adopt rules in 83 Ill. Admin. Code Part 412, Ill. C. C. Docket 09-0592.

Moreover, contrary to the rebuttal testimony of Mr. Garcia (ComEd Ex. 3.0, p. 26), the Administrative Law Judge in Docket 09-0592, has set a schedule in Docket No. 09-0592 designed to allow the Commission to enter an order authorizing the submission of proposed rules to the Illinois General Assembly's Joint Committee on Administrative Rules for its November 2010 session, in order to be able to adopt a rule by December 17, 2010, one year from the initial publication of proposed rules in the Illinois Register. The "drop dead" date in the instant proceeding is December 18, 2010. Thus, there is no reason to establish separate provisions in this proceeding for ComEd when 83 Ill. Admin. Code Part 412 will be in place before or soon after an order is entered in this proceeding. RESA Ex. 1. 0, pp. 4-5

RESA opposes the following specific tariff language sponsored by ComEd. ComEd proposes establishing a new segregation of customers based on peak demand. Essentially, customers are broken into two groups: residential customers and non-residential customers below 100 kW peak demand, and all other customers above 100 kW peak demand. A different set of enrollment and rescission rules would apply to each group because customers with lower usage generally need greater consumer protection provisions. The tariff language in question is first presented in ComEd Ex 1.5, proposed 1<sup>st</sup> revised sheet No. 26. ComEd's proposed language change provides for a new 18-day waiting period for enrollments for customers below ComEd's 100 kW breakpoint. Similar language applying the same segregation of customers appears at 1<sup>st</sup> Revised Sheet No. 44. Additionally, RESA opposes the new rescission language presented on 1<sup>st</sup> Revised Sheet no. 27. This language provides customers, below 100 kW, with the ability to rescind a pending enrollment request provided that they contact ComEd at least 5 days prior to the enrollment effective date. RESA Ex. 1.0, p. 5

Mr. LoCascio explained how the proposed rules differ from ComEd's current tariffs. Currently, a Retail Electric Supplier ("RES") must submit an enrollment request at least 7 days prior to the customer's next scheduled meter read date. For residential customers and non-residential customers below 100 kW, ComEd's new language extends this 7-day minimum requirement to 18 days. Additionally, ComEd's current enrollment rules allow all non-residential customers the opportunity to enroll with a RES on a date other than the next scheduled meter read date, known commonly as an "off-cycle" switch, for a fee. ComEd's new language effectively eliminates the right to an off-cycle switch for all customers below the 100 kW breakpoint. Finally, ComEd's proposed tariff change would now allow customers below 100 kW to contact ComEd to rescind an enrollment before it takes place, whereas, currently, only a RES has the ability to rescind, or cancel, an enrollment contract with the RES. *Id.*, p. 6

RESA finds ComEd's proposed changes problematic for the following reasons. First, ComEd's proposed language predetermines issues that are being addressed in a comprehensive rulemaking proceeding. ComEd's proposed 18-day enrollment waiting period assumes that the Part 412 proceeding will result in a new 10-day right of rescission for certain customers to rescind a contract with a RES. However, it should be noted that a number of issues related to rescission rights remain unresolved in the Part 412 proceeding. Approving ComEd's language as proposed would generate additional uncertainty for RESs by introducing a new set of enrollment rules that could be changed as soon as the Part 412 proceeding concludes, assuming that the order in this proceeding precedes the adoption of final rules in Docket No. 09-0592, the Part 412 proceeding. *Id.*

Second, ComEd's proposed language introduces a new extended waiting period to process enrollments which will likely generate customer confusion and complaints. Currently,

customers must generally wait until their next scheduled meter read date before commencing service with a new RES. ComEd's language would introduce additional delay and would remove the prospect of more expedient, "off-cycle" switches for a large segment of the market. Customers in today's economy are accustomed to expedient service. For example, you can walk into a store and sign up for cell phone service immediately, you can start or stop insurance coverage instantaneously online, and you can get access to thousands of dollars in consumer credit with the click of a mouse. ComEd's tariff language is a big step in the wrong direction and should be rejected. *Id.*, pp. 6-7

Third, ComEd's language applies this enrollment waiting period and a new rescission process to a larger segment of the market than what will likely be required by the Part 412 regulations. Note that the definition of small commercial customer being considered in Part 412 would include customers with annual consumption below 15,000 kWh, because this is the standard for small commercial customer as defined in Section 16-102 of the Public Utilities Act, not the 100 kW peak demand threshold proposed by ComEd. This would generate additional customer confusion and market uncertainty as discussed in more detail below. *Id.*, p. 7

Mr. LoCascio explained that, contrary to ComEd's claims, an extended enrollment waiting period is not necessary if Part 412 results in a mandatory rescission period for customers. The operational issues of processing enrollments need not be tied to the issue of providing consumer protections via a rescission period. The concept of a rescission really means providing customers with the ability to get out of a contract without an early termination fee for a certain period of time. The most logical way to implement such a consumer right is, for this minimum amount of time – the rescission period, to be tied to the date that the customer enters into the contract, and not related to the processing of the enrollment request. RESA understands there

are some complications with this approach, but at the very least wants to ensure that the time that elapses between a contract being executed and the start of a rescission period is minimal. If the rescission period begins when the utility processes the enrollment request there is a major disconnect between when the customer executes the contract and when the rescission period commences. This is because of two reasons: 1) RESs often contract with customers long in advance of the service start date, but cannot submit the electronic enrollment request until up to 45 days prior to the first day of the month of the switch, which at most could end up to be 75 days prior to the service effective date, and on average is 60 days; and 2) it can take several days for the utility to “process” the enrollment request after it is submitted. Both circumstances – an enrollment having to sit in a RES’s internal enrollment queue before it can be submitted and then the time it takes to actually “process” the enrollment could potentially add to the rescission timeline, given the currently proposed language in the Part 412 rulemaking. The best way to implement a rescission period would be to: 1) disconnect the enrollment waiting period from the rescission period and allow RESs to submit their electronic enrollment requests well in advance of service commencement; and 2) either have the rescission clock start upon the utilities “receipt” of an enrollment request, or in the alternative, ensure that the utilities processing of the enrollment request is kept to a minimum. *Id.*, pp. 7-8

Mr. LoCascio provided the following example. Under RESA’s approach where a RES is not restricted to a 45-day enrollment window and the rescission start time was based on a DASR being submitted (as opposed to processed), a RES could enter into a contract with a customer on August 1, 2010 for a January 1, 2011 start date. On August 1, the RES would send the enrollment request to ComEd. ComEd would send a letter to the customer informing them of their ability to rescind the enrollment by August 11. Assuming it takes 4 days to process and

mail the notification, the customer would receive notification on or about August 5 to exercise their 10-day right of rescission within the next 7 days. Presumably, the rescission period is ten days to account for this processing and mailing time – which is why it is so much longer than many other markets, such as New York, Texas, and even Illinois (see 83 Ill. Admin. Code Section 453.40(a)(4)). On the other hand, ComEd believes the rescission timeline needs to be expanded to account for these operational delays, which is why a 10-day rescission period effectively results in an 18-day rescission period. RESA disagrees and is concerned about the risk premiums that would be applicable if RESA's proposals are not accepted. Using another example, if a RES were not allowed to submit enrollments with future-start dates, a RES would contract with a customer on August 1, 2010 for a January 2011 start date. A RES would then not be able to submit the enrollment request to the utility until 45 days prior to January 1, 2011, or November 17, 2010. Then, assuming the utility took up to 5 days to process the enrollment request, the rescission period would not trigger until November 22, 2010, essentially providing the customer with a 4-month rescission period. RESA finds this timeline unacceptable because, as explained more fully below, with respect to rescission period time length, additional time increases costs to the consumer. *Id.*, pp. 8-9

Mr. LoCascio also explained why RESA opposes ComEd's proposal to apply rescission and enrollment rules based on a 100 kW threshold. In general, RESA has no objection to providing customers of a certain size with an early termination fee-free cancellation, or rescission period. RESA has not objected to a 10-day right of rescission for residential and small commercial customers as defined in Section 16-102 of the Public Utilities Act: "Small commercial retail customer" means those nonresidential retail customers of an electric utility consuming 15,000 kilowatt-hours or less of electricity annually in its service area. The right for a

customer to rescind a contract with a RES is a consumer protection that is more appropriate for the smaller, less sophisticated customer market. Under ComEd's definition, the rescission process and extended enrollment waiting period would apply to customers up to 100 kW. This would include thousands of medium size commercial customers and large regional and national chain customers, such as individual 7-Eleven stores, chain restaurants, big box retail stores, etc. These are highly sophisticated customers that do not need the additional customer protection of an extended rescission period. In fact, such an extension would most likely be adverse to such customers. By expanding rescission rights in terms of length and scope, ComEd is increasing risk premiums RESs must include in supply costs and then pass those increased costs to customers. RESA believes that needlessly increasing electric rates threatens to stifle the development of this market as well as causing unwarranted economic loss to customers, in this case, residential and commercial customers up to 100 kW in peak demand. *Id.*, pp. 9-10

In surrebuttal testimony, referring to the Part 412 proceeding, Mr. Mittlebrun claimed that "RESA is the only party that proposes to redefine the mass market, and proposes that it include residential and small commercial customers that consume 15,000 kWh or less. ComEd Ex. 7.0, p. 9. It is not clear how ComEd can make this claim, relying on the Part 412 proceeding, when the Staff's proposed rules in Docket 09-0592 clearly define small commercial customers in the same manner as RESA: "Small commercial customer" means a nonresidential customer of an electric utility consuming 15,000 kilowatt-hours or less of electricity annually in its service area." (Corrected Attachment A to the Corrected Verified Reply Comments of the Commission Staff in Docket 09-0592) Moreover, Staff's Brief, in that proceeding, recommends not only that the Commission adopt this definition, but also require utilities to revise their tariffs to conform to this definition. Staff Brief in Docket 09-0592, p. 13

Mr. Mittelbrun goes on to say that “it would be difficult and costly for ComEd to identify such customers based on their usage.” ComEd Ex. 7.0, p. 10. However, as previously described, Mr. LoCascio offered a solution to ComEd’s problem of being unable to comply with the statutory definition of “small commercial customer” contained in the Public Utilities Act. ComEd did not address Mr. LoCascio’s solution in its surrebuttal testimony.

Mr. LoCascio explained RESA’s proposal on this issue. ComEd’s language dealing with the extended enrollment period and the rescission process should be rejected. ComEd should retain the existing procedures dealing with enrollments. ComEd would be free to submit new tariff language, if necessary, upon conclusion of the Part 412 proceeding. That being said, RESA does not want the implementation of POR/UCB in ComEd to be further delayed, which ComEd has indicated would occur. *Id.*, p. 11. This issue will be addressed in the next section of this Initial Brief.

In his Rebuttal Testimony, Mr. Garcia, in defense of ComEd’s proposed revisions to switching rules claims that the Commission “Staff fails to recognize that these revisions are technically compliant with the competing versions of the proposed rule, including Staff’s own proposal” (ComEd Ex. 3.0, p. 25). This is incorrect. Simply put, Staff’s proposed rule provides a right of rescission, or a period of time to cancel a pending enrollment without early termination fees applying, of 10 days after the utility processes the enrollment request for residential and small commercial customers with aggregated annual usage up to 15,000 kWh. ComEd’s proposal appears to apply an 18-day enrollment period/right of rescission to residential customers and commercial customers with demands up to 100 kW. Obviously, both the number of days and the group of customers to which ComEd’s proposal applies go beyond Staff’s proposal and therefore is inconsistent with the proposed rule. RESA Ex. 1.0, p. 12

In his rebuttal testimony, Mr. Mittelbrun also claimed that Mr. LoCascio was incorrect when making reference to an 18-day rescission window, stating that ComEd proposed an 18-day calendar day enrollment window. (ComEd Ex. 7.0, p. 10) Unfortunately, it is impossible to determine from ComEd's tariff proposals, or from the testimony of its witnesses, the exact relationship of the 18-day enrollment window to the rescission period. It is not clear if, in ComEd's view, the 10 days starts from the date of the customer's contract with the RES, from the date ComEd receives the enrollment request, from the date ComEd processes the enrollment request, or from the date the customer receives the notice from ComEd. At any rate, this is exactly RESA's point. RESA is not proposing that this issue be resolved in this proceeding. Many different parties have expressed divergent opinions about the rescission period in Docket 09-0592, a rulemaking of general applicability. That is the proceeding in which the issue should be resolved.

Mr. LoCascio explained RESA's specific concern with ComEd's definition of the mass market as being residential customers and non-residential customers with a 30 minute demand for electric power and energy of less than 100 kW. Electricity is a volatile commodity for which prices can change every 15 minutes. Most RESs are not speculators and have prudent hedging and risk strategies. The ability for a customer to cancel a contract without exit fees represents a risk and cost of doing business to the supplier. If upon execution of contract, a RES pre-purchases the energy for the customer's term, and then the customer cancels, during the rescission period, there is a risk of unrecoverable damages to the RES if market prices declined in the interim. If a RES does not lock-in or hedge the customer's load until after the rescission period has ended, that open position also carries substantial risk. A RES must reflect this increased risk and increased cost in its price offerings to all customers. There is a cost related to

the ability of customers to rescind their contractual obligations with a RES and that cost must be made part of the cost of service to all customers to whom this right is extended, whether or not they eventually exercise that right. *Id.*, pp. 12-13

The longer the rescission window, the risk that electricity prices will change, and change by a significant margin, increases. The amount of risk is also heavily influenced by a customer's size (in terms of usage or load), quite simply – the larger the customer's usage, the greater the exposure. A customer with a demand of 100 kW, with a 60% load factor, would have annual usage of 525,600 kWh, or 35 times the usage of a true small commercial customer. Providing customers of this size the ability to cancel a pending enrollment, without exit fees, will significantly increase the cost to serve all customers in this market segment. In essence, the right of rescission provides a RES customer with a “cost-free” option to decide whether or not they want to fulfill their contractual obligations and take service with its RES, however, just as there is no free lunch, there is no “free option” – the cost of providing that option must be included in the electricity price paid by all customers to whom that option is offered. RESA agrees that consumer protection requires a right of rescission, but also recognizes that the correct balance of protection and cost must be maintained for customers to be well-served in this market. *Id.*, p. 13.

### III. COMED SHOULD NOT BE ALLOWED TO DELAY ITS START-UP DATE TO APRIL 1, 2011.

Mr. Garcia and Mr. John Mittelbrun claimed that failure to adopt the switching rules proposed by ComEd in this proceeding would result in a delay in the “go live” date for operations under Rider PORCB. ComEd Ex. 3.0, pp. 26-27; ComEd Ex. 4.0, pp. 10-11. Accordingly, ComEd has proposed to change the Availability provision of Rider PORCB from December 1, 2010 to “no later than April 1, 2011”. This delay is not acceptable to RESA, which

wishes to avoid any further delays. Mr. LoCascio noted that the Ameren Illinois Utilities (AmerenCILCO, AmerenCIPS, and AmerenIP) adopted tariffs providing for POR/UCB almost one year ago. RESA Ex. 1.0, p. 14

Mr. LoCascio testified that Mr. Mittelbrun has not adequately explained the need for a four-month delay in the implementation of Rider PORCB. ComEd's position appears based on the assumption that it must implement an extended waiting period for enrollments in order to implement the rescission period contemplated in Part 412. However, as discussed earlier, there is no compelling reason why any consumer protection rescission period should be tied to the utility's receipt of the electronic enrollment request. As detailed earlier, it is much more appropriate for the rescission period to commence once the customer executes the contract with the RES. RESA acknowledges some of the difficulties tying the rescission timeline to contract execution. RESA's alternative proposal, while it still technically relies on the utility's acceptance of an enrollment request (regardless of when the contract was executed), allows for the least possible gap between the contract execution date and the utility's acceptance of the enrollment request. RESA also recognizes that some parties may want to rely on the utility to issue the letters describing the rescission period, and may want to give the customer the ability to contact the utility to exercise its right to rescind within the specified time frame. This can be accomplished without creating an extended waiting period for enrollments and without the need for the Commission to approve the tariff language proposed by ComEd in this proceeding. Essentially, as already discussed in the previous section of this Initial Brief, ComEd could implement a process where suppliers could submit the enrollment request as soon as the contract is executed, while specifying the service start date in the transaction. *Id.*, pp. 14-15

IV. START-UP AND ADMINISTRATIVE COSTS ASSOCIATED WITH THE PURCHASE OF RECEIVABLES PROGRAM SHOULD BE RECOVERED THROUGH THE 50 CENT PER BILL DISCOUNT RATE PROPOSED BY COMED.

In his Direct Testimony, Mr. Garcia explained ComEd's proposal to recover start-up and administrative costs through a \$0.50 charge to RESs per bill. In support of this proposal, Mr. Garcia noted that the \$0.50 per bill charge was the product of settlement discussions with ICEA and RESA (the Memorandum of Understanding was submitted into evidence as ComEd Ex. 1.3). Mr. Garcia testified that, from ComEd's perspective, the amount represents an attempt to strike a balance between full and somewhat timely cost recovery and a discount rate that is not so high as to make RESs' participation under Rider PORCB cost prohibitive and/or make full cost recovery from RESs doubtful. ComEd Ex. 1.0, pp. 17-22

In his Direct Testimony, Mr. Torsten Clausen, on behalf of the Commission Staff, disagreed with ComEd's proposed \$0.50 per bill and submitted an alternative proposal. He recommended that the Commission order the recovery of implementation and administrative costs from participating RESs through a fixed percentage charge, as the Commission had done for the Ameren Illinois Utilities ("AIU"). Moreover, he recommended that the Commission incorporate the same level of cost recovery that it approved for the AIU, 0.68%. Staff Ex. 1.0, pp. 11-12.

In his Rebuttal Testimony, Mr. Garcia explained, at length, why ComEd does not accept the Commission Staff's proposal to recover start-up and administrative costs through a 0.68% charge based on the receivables purchased. ComEd Ex. 3.0, pp. 7-14. First, Mr. Garcia testifies that setting the charge to attempt potential market failures, envisioned by the Commission Staff, is premature. (*Id.*, p. 8) Second, the evidence shows that using a percentage charge, as recommended by the Commission Staff witness, is inconsistent with the use of a fixed charge for

the recovery of similar costs through distribution rates. (*Id.*, pp. 8-9) Third, a percentage charge may create inappropriate intra-class subsidies. (*Id.*, p. 9) Fourth, a percentage charge is inconsistent with the credit paid under ComEd's Rider SBO, Single Billing Option. (*Id.*, p. 9) Fifth, Staff witness' proposal is not more likely to promote the use of PORCB for non-residential customers, nor cost recovery from RESs. (*Id.*, pp. 9-10) Sixth, the Staff witness' assertion that a fixed \$0.50 per bill charge would discourage RESs from signing up low use customers—because such a charge would represent a proportionately larger portion of the supply service billed to such customers—is speculative, at best. (*Id.*, pp. 10-11) Seventh, the Staff witness' proposal may have the unintended effect of further stalling the development of certain segments of the residential market, namely high-use residential customers. (*Id.*, p. 11) Eighth, by approving ComEd's proposed \$.050 per bill charge, the Commission will have the opportunity to determine the differences, if any, between the impact of the rate structures of ComEd and AIU (which uses a percentage discount rate). *Id.*, pp. 11-12.

Mr. Garcia also sponsored ComEd Exhibits 3.1 through 3.3 which demonstrated the economic distortions that would result from Staff's proposal. He testified in detail as to these exhibits, but summarized that these exhibits show that a percentage charge, as recommended by the Commission Staff witness, makes PORCB service less expensive for RESs to serve those mass market customers that are the least likely to switch to alternative supply, while making PORCB service more expensive to serve customers that are more likely to switch to alternative supply or that have already switched suppliers. *Id.*, pp. 12-14. Clearly, this makes no sense.

ICEA offered the rebuttal testimony of Kevin Wright, its President. Mr. Wright demonstrated why the \$0.50 per bill charge was superior to the percentage charge proposed by the Commission Staff. Mr. Wright testified that the cost recovery mechanism proposed by

ComEd, the mechanism agreed to by ComEd, ICEA and RESA in the Memorandum of Understanding treats customers fairly and is based on the assumption that all implementation costs will be recovered from the RESs taking service under Rider PORCB. He further testified that the cost recovery mechanism proposed by ComEd has the potential to ensure participation in Rider PORCB by RESs in a substantial and widespread manner. On the contrary, if the Commission Staff witness' percentage were adopted by the Commission, Mr. Wright indicated that he would be concerned that RESs would choose not to place their commercial customers on Rider PORCB. ICEA Ex. 2.0, pp. 3-10.

In his rebuttal testimony, Mr. LoCascio testified that RESA is a party to the Memorandum of Understanding which calls for the application of a fifty-cent per bill fee to all customers. RESA supports the Memorandum of Understanding. RESA Ex. 1.0, p. 15. For all of the reasons stated in this section, RESA urges the Commission to adopt the \$0.50 per bill fee proposed by ComEd, and reject the percentage amount proposed by the Commission Staff witness.

V. COMED SHOULD BE REQUIRED TO INCLUDE BILL INSERTS FROM RETAIL ENERGY SUPPLIERS IN ITS MAILINGS TO CUSTOMERS.

In his direct testimony, Mr. Clausen noted that ComEd requires RESs that participate in Rider SBO to send ComEd bill inserts to customers in their mailings. He noted, however, that Rider PORCB does not address the obligations when the roles are reversed; that is, when ComEd would send out a consolidated bill under Rider PORCB. Mr. Clausen testified that if a RES is obligated to include ComEd's bill inserts when the RES bills the customers, it appears reasonable to direct ComEd to include the RESs' required bill inserts when ComEd bills the customer. He recommended language to address this inconsistency on ComEd's part. Staff Ex. 1.0, pp. 28-29. While Mr. Clausen stated his willingness to defer this matter to another day in his rebuttal testimony (Staff Ex. 5.0, pp. 31-32), such a deferral is unacceptable to RESA. There

are bill inserts that RESs would be required to send to customers, pending some decision at some unspecified date in the future. The practical result is that RESs would have to send separate mailings despite the fact that they are participating in a consolidated billing program. This simply defeats the purpose of consolidated billing. Moreover, as Mr. Clausen pointed out, RESs must include ComEd's required bill inserts when participating in Rider SBO. This is an inequitable result. The Commission should adopt the language, proposed by Mr. Clausen in his direct testimony, to direct ComEd to include required RES bill inserts in its mailings to customers.

## VI. CONCLUSION

For all of the reasons stated above, the Commission should accept RESA's position that switching rules and rescission rights should be addressed in Docket No. 09-0592, not in this proceeding; the Commission should direct ComEd to implement Rider PORCB in December 2010; the Commission should approve the discount rate and per-bill fee supported by the Memorandum of Understanding entered into by ComEd, RESA and ICEA; and the Commission should require ComEd to include supplier bill inserts in its mailings to customers, in the manner described in Section V above.

Respectfully submitted,

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