

DIRECT TESTIMONY

of

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Office of Retail Market Development
Illinois Commerce Commission

Commonwealth Edison Company

Proposal to Establish Rider PORCB
(Purchase of Receivables with Consolidated Billing)

Docket No. 10-0138

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Staff Exhibit No. 2.0

Witness _____

Date 8/19/10 Reporter RG

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1 **Witness Identification**

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

3 A. My name is Christy Pound. 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 a Market Development Associate in the Office of
7 Retail Market Development ("ORMD") of the Illinois Commerce Commission
8 ("ICC" or "Commission").

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

10 A. I earned a Bachelor of Science Degree in Business Administration from Erskine
11 College in 1995. Prior to joining the ICC in 1999, I held positions in both state
12 government and the private sector.

13 **Q. What have been your responsibilities at the ICC?**

14 A. From 1999 through August of 2008, I was a Consumer Counselor in the
15 Consumer Services Division ("CSD"). In that role I provided consumer education
16 and dispute resolution services between regulated utility companies and their
17 customers through the informal complaint process. I also reviewed utility tariffs
18 and company policies relating to consumer protections, analyzed complaint
19 statistics and worked with Staff management to resolve concerns about

20 complaint trends. In my current position, I assist the ORMD in promoting retail
21 electric competition in Illinois by reviewing and analyzing policy issues affecting
22 consumers in a competitive electric market.

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

24 A. Yes, I testified before the Commission in the Ameren UCB/POR tariff proceeding,
25 Docket Nos. 08-0619/08-0620/08-0621 cons.

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

27 A. I have reviewed and analyzed ComEd's testimony and proposed tariffs for the
28 implementation of a Purchase Of Receivables ("POR") and Consolidated Billing
29 ("CB") program. The purpose of my testimony is to: (1) discuss issues
30 concerning disputed charges; (2) propose specific language changes to the
31 tariffs; and (3) sponsor the red-lined version of the tariffs showing the language
32 changes proposed by Staff witnesses.

33

34 **Disputed Charges**

35 **Q. Why is it necessary to incorporate a definition of "legitimate bill dispute"**
36 **into ComEd's Rider PORCB?**

37 A. ComEd refers to "undisputed billed amounts" and "undisputed charges" in its
38 proposed Rider PORCB with regard to the selling of and payment for Retail
39 Electric Supplier ("RES") receivables. Original Sheet 396 lists one of ComEd's

40 continuing obligations as to “remit electronically discounted purchased
41 receivables payments due to the RES pertaining to *undisputed charges* for
42 electric power and energy supply service...” The same Company obligation goes
43 on to state that

44 charges billed by the Company to a retail customer for the RES's
45 electric power and energy supply service are deemed to be
46 disputed if such retail customer has a *legitimate billing dispute*
47 regarding such supply service and refuses to pay such charges.¹

48
49 ComEd's PORCB Rider states it is only obligated to pay a RES for undisputed
50 charges, and for purposes of this tariff ComEd deems charges to be disputed if a
51 customer has a legitimate bill dispute. However, ComEd neither defines what a
52 legitimate billing dispute is nor explains how it will treat disputed charges under
53 PORCB.

54

55 ComEd witness Mittelbrun includes one question and answer in direct testimony
56 about ComEd's dispute resolution process for PORCB, stating:

57 [t]hat process is a subject of the Part 412 rulemaking process
58 currently pending in Docket 09-0592. ComEd is participating in this
59 docket, and will update its RES Handbook and Customer
60 Handbook at the conclusion of that rulemaking as appropriate.²

61

62 Q: Do you agree that Part 412 will address all issues related to disputed charges
63 and, therefore there should not be a definition of legitimate billing dispute in
64 ComEd's Rider PORCB?

¹ ILL. C.C. No. 10 Original Sheet No. 396 emphasis added.

² ComEd Ex. 2.0, lines 396-400.

65 A: No. There are two separate issues relating to disputed charges under Rider
66 PORCB. First, there is the consumer protection aspect, which is addressed in
67 Part 412 as part of the dispute resolution process. The Staff proposed Part 412
68 would require notification by the RES to the utility of a customer dispute in the
69 case of the utility purchasing the RES's receivables or utility consolidated billing.
70 The second issue with regard to disputed charges is the payment to the RES or
71 rather the withholding of payment to the RES for disputed receivables under
72 PORCB. Proposed Part 412 does not address how a utility must define a
73 disputed charge for purposes of payment to the RES under POR as Staff's
74 proposal provides: "[t]he utility shall follow the procedures outlined in their billing
75 services agreement with the RES to withhold collection activity on disputed RES
76 charges on the customer's bill."³ While Part 412 will likely address the
77 withholding of collection activities with respect to disputed charges, ComEd's
78 tariff implementing a purchase of receivables program should clearly define a
79 "legitimate bill dispute" as it determines when the RES will and will not receive
80 payment for its receivables.

81

82 The disputed charges issue was also raised in the Ameren UCB/POR tariff
83 proceeding (Docket No. 08-0619/08-0620/08-0621 cons.). In the Ameren case, a
84 definition of disputed charges for the purpose of withholding payment to the RES
85 was adopted by the Commission; I am proposing a similar definition in this
86 docket. In addition, the definition of "legitimate billing dispute" that I am

³See ICC Docket 09-0592, Staff's Proposed First Notice Rule Part 412.320 c) 1) B)

87 proposing will not conflict with Staff's proposed First Notice Rule in docket 09-
88 0592, and will provide clarity to ComEd's PORCB Rider with regard to the
89 treatment of disputed charges. For these reasons, I propose the following
90 definition of "Legitimate Billing Dispute" to be added to Original Sheet 393 of
91 Rider PORCB:

92 **Legitimate Billing Dispute**

93 A dispute shall not be considered a legitimate billing dispute until such
94 time the Company has received notice of the billing dispute from the RES
95 or the Consumer Services Division (CSD) of the ICC. If a customer
96 contacts the Company to dispute a RES charge, the Company will refer
97 the customer to the RES for resolution as well as provide contact
98 information for the ICC's CSD.
99

100 **Additional Tariff Language Changes**

101 **Q. Do you have any additional recommendations regarding ComEd's Rider**
102 **PORCB tariff language?**

103 A. Yes. I propose adding the following sentence to Original Sheet 400 to make
104 clear that ComEd's "all in" provision only applies to residential customers and not
105 other retail customers RESs may serve under PORCB.

106 In making the election for the Company to purchase the receivables of the
107 RES's electric power and energy supply service provided to retail
108 customers, if such RES elects for the Company to purchase the
109 receivables of the RES's electric power and energy supply service
110 provided to any residential retail customer then such RES must elect for
111 the Company to purchase the receivables of the RES's electric power and
112 energy supply service provided to all its residential retail customers. With
113 respect to any other retail customers, as applicable, a RES may elect for
114 the Company to purchase the receivables of the RES's electric power and
115 energy supply service provided to whichever customers it chooses.
116

117 A. Additionally, I propose the following language to Original Sheet 401 to clarify that
118 the term "previous termination" is referring to a RES's previous termination of
119 their Rider PORCB service for all residential customers:

120 On or after December 1, 2010, for each retail customer with respect to
121 which the RES elects to have the Company purchase the RES's
122 receivables for electric power and energy supply service, the RES must
123 submit a Direct Access Service Request (DASR) that informs the
124 Company of the RES's election with respect to such retail customer. Any
125 such DASR is rejected if it is submitted prior to December 1, 2010. On or
126 after such date, such election for such retail customer is effective on the
127 Company's next normally scheduled meter reading or billing cycle date for
128 such retail customer. Such effective meter reading or billing cycle date is
129 the beginning date of the first monthly billing period for which the
130 Company purchases the receivables of the RES's electric power and
131 energy supply service for such retail customer. Such election information
132 may be included in the DASR submitted in accordance with the provisions
133 in such Standard Switching subsection which informs the Company of the
134 retail customer's selection of such RES as the retail customer's provider of
135 electric power and energy supply service. ~~Notwithstanding the previous~~
136 ~~provision of this paragraph, in~~ In the event that such election pertains to a
137 residential retail customer and occurs after a previous termination of Rider
138 PORCB by the RES as described in the following paragraph in this
139 Implementation section, the RES must provide the Company with
140 notification of such election at least sixty (60) days prior to the submission
141 of a DASR which informs the Company of such election. Such notification
142 may not be submitted until after the period of time that extends at least
143 twelve (12) months following such termination.
144

145 Lastly, I recommend adding the following language to clarify that ComEd's "all-in"
146 provision for residential customers means a RES may not terminate an individual
147 residential retail customer from PORCB yet continue to serve that customer
148 unless it terminates all residential retail customers from Rider PORCB.
149 Therefore, the RES must choose to either include all residential customers or
150 exclude all residential customers from PORCB.

151 A RES is not allowed to terminate the Company's purchase of receivables
152 and consolidated billing of such RES's electric power and energy supply
153

154 service to an individual residential retail customer and continue to provide
155 supply service to that customer unless the RES also terminates the
156 Company's purchase of receivables and consolidated billing of such
157 RES's electric power and energy supply service for all residential retail
158 customers served by such RES. With respect to any other individual retail
159 customer, as applicable, a RES is allowed to terminate the Company's
160 purchase of receivables and consolidated billing of such RES's electric
161 power and energy supply service to such individual retail customer. In the
162 event that a RES makes any such termination, the RES must submit
163 notification through the submission of a DASR to the Company of such
164 termination with respect to each such retail customer. Such termination for
165 each such retail customer is effective on the Company's next normally
166 scheduled meter reading or billing cycle date for such retail customer.
167 Such effective meter reading or billing cycle date is the ending date of the
168 last monthly billing period for which the Company purchases receivables
169 from the RES and provides consolidated billing for the amounts billed to
170 such retail customer for the RES's electric power and energy supply
171 service. Moreover, with respect to residential retail customers, in the event
172 that a RES makes such terminations, for a period of at least twelve (12)
173 months following such terminations the RES may not elect to have the
174 Company purchase receivables and provide consolidated billing of such
175 RES's electric power and energy supply service provided to any
176 residential retail customer.
177

178 **Q. What language changes are you proposing for ComEd's Rate BES?**

179 A. I recommend striking the phrase "on a continuous basis" from 1st Revised Sheet

180 No. 26. First Revised Sheet No. 26 currently provides that:

181 If a retail customer has been taking bundled service from the
182 Company on a continuous basis under tariffed service that does not
183 have provisions for hourly pricing, and such retail customer had
184 never received service from the Company under any tariff prior to
185 commencing such bundled electric service, such retail customer
186 may elect to terminate service hereunder and obtain electric power
187 and energy supply from a RES in accordance with the provisions of
188 the previous paragraph.⁴

189
190 The previous paragraph on 1st Revised Sheet No. 26 uses similar language with
191 the term *continuously*, but qualifies *continuously* with the time frame of 12

⁴ ILL. C.C. No. 10, 1st Revised Sheet No. 26

192 months. It is my understanding from ComEd's response to Staff's data request
193 TC 1.19, that ComEd has no required timeframe for a new customer to stay on
194 Rate BES service before they become eligible to take service under Rate RDS
195 and switch to a RES. Therefore, the continuous basis language is not necessary
196 and only leads to confusion. Thus, I recommend the following change:

197 If a retail customer has been taking bundled electric service from the
198 Company ~~on a continuous basis~~ under tariffed service that does not have
199 provisions for hourly pricing, and such retail customer had never received
200 service from the Company under any tariff prior to commencing such
201 bundled electric service, such retail customer may elect to terminate
202 service hereunder and obtain electric power and energy supply from a
203 RES in accordance with the provisions of the previous paragraph.
204

205 **Q. What language changes do you recommend to ComEd's Rate RDS?**

206 A. I recommend the following changes to 1st Revised Sheet No. 48 to clarify that
207 new residential customers are not eligible to take Rate RDS and sign up for
208 supply service with a RES until after they have first established service with
209 ComEd under Rate BES:

210 However, this tariff is not available to an applicant for electric service at a
211 premises in the event that such applicant is a new customer having has
212 never received any tariffed service from the Company and has expected
213 electric power and energy requirements such that, in the Company's
214 judgment, the applicant would be a retail customer that is a (a) residential
215 retail customer, (b) lighting retail customer that has established or is
216 expected to establish 30-minute demands for electric power and energy
217 that do not exceed 100 kW, or (c) nonresidential retail customer to which
218 the Watt-Hour Delivery Class or Small Load Delivery Class is applicable.
219 This tariff is available to applicants for new service ~~such applicant~~ only
220 after such applicant takes service as a retail customer under a tariff for
221 bundled electric service.
222

223 **Conclusion**

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

225 **A. Yes.**

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

Applicable to Rate RESS

AVAILABILITY.

Beginning December 1, 2010, this rider is available to Retail Electric Suppliers (RESs), as defined in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates, taking service under Rate RESS - Retail Electric Supplier Service (Rate RESS).

PURPOSE.

The purpose of this rider is to allow a RES the option to have the Company (a) purchase such RES's receivables for the electric power and energy supply service provided by such RES to residential retail customers and other retail customers that establish demands for electricity that are less than four hundred kilowatts (400 kW) in accordance with Section 16-118(c) of the Public Utilities Act (Act); and (b) produce consolidated bills for such retail customers that reflect the Company's charges for electric delivery service and the charges associated with such receivables so that the Company may collect such charges from such retail customers.

This rider also provides the methodology and terms under which the Company is provided with full recovery of the costs it incurs to provide service under this rider. Ultimately, all such costs are to be recovered from the RESs taking service under this rider. To the extent that such costs are not initially recovered from such RESs, such costs are recovered from residential retail customers and other retail customers that establish demands for electricity that are less than 400 kW.

DEFINITIONS.

Generally, definitions used in this rider are provided in the Definitions part of the General Terms and Conditions of the Company's Schedule of Rates.

The following definition is for use in this rider.

Administrative and Operational Costs (AOCs) and Billing System Administrative and Operational Costs (BSAOCs)

AOCs and BSAOCs are Incremental Costs incurred by or for the Company in association with the PORCB Program. Such Costs shall include ongoing Incremental Costs to operate and administer the PORCB Program, specifically: (a) ongoing electronic data interchange ("EDI") costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the PORCB Program; (c) tracking the recovery and reconciliation processes for PORCB Program costs, preparing audit reports with respect to the PORCB Program; and (d) staffing required to address questions from RES and others regarding the PORCB Program. Such Incremental Costs are not already included in base Delivery Services rates.

Development and Implementation Costs (DICs) and Billing Systems Modification and Implementation Costs (BSMICs)

DICs and BSMICs are Incremental Costs incurred by or for the Company in association with the PORCB Program. Such Capitalized Costs include: (a) initial programming changes to implement the PORCB Program; (b) general billing system and related enhancements; (c) development of a PORCB billing model; and (d) development of information technology to implement the PORCB Program and customer service representative training. Such incremental costs are not already included in base Delivery Services rates. The DICs and BSMICs 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, 2011. The DICs and BSMICs are intended to be recovered over a ten year amortization period at a 6.71% carrying charge.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

Legitimate Billing Dispute

A dispute shall not be considered a legitimate billing dispute until such time the Company has received notice of the billing dispute from the RES or the Consumer Services Division (CSD) of the ICC. If a customer contacts the Company to dispute a RES charge, the Company will refer the customer to the RES for resolution as well as provide contact information for the ICC's CSD.

Net Actual Uncollectible Costs

The amount of purchased receivables actually written off by the Company during the calendar year minus the total amount by which the purchased receivables were reduced for uncollectibles during the same calendar year. The resulting amount may be either positive or negative.

POR Application Period

Purchase of Receivables (POR) Application Period means a period of time that extends for twenty-four (24) monthly billing periods immediately following a previous POR Application Period. The initial POR Application Period is the period of time that begins at the start of the January 2011 monthly billing period. Notwithstanding the previous provisions of this definition, the initial POR Application Period extends for thirty-six (36) monthly billing periods.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 393)

PREREQUISITES OF SERVICE.

Before commencing service hereunder, a RES must comply with the following prerequisites of service. Such RES must:

1. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept meter usage data for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
2. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically transmit to the Company on a timely basis customer specific billing information for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
3. have, and demonstrate through the successful completion of the Company's testing program, the ability to electronically accept via Electronic Funds Transfer (EFT) payments for purchased receivables and adjustments from updates and corrections from the Company for the electric power and energy supply service provided by the RES to retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
4. execute a Rider PORCB Contract Addendum.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 394)

CONTINUING OBLIGATIONS.

RES Continuing Obligations

A RES taking service hereunder is obligated to:

1. accept electronically meter usage data for each monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
2. determine the electric power and energy supply service charges, resultant billing amounts, and other relevant billing information for each monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
3. transmit electronically the necessary electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, and other relevant billing information, including all information pertaining to the electric power and energy supply service provided by the RES to the retail customer as required under 83 Illinois Administrative Code 410.210, to the Company for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than three (3) business days after such retail customer's meter usage data for a monthly billing period is transmitted to the RES by the Company in order for such charges, data, amounts, and information to be included on the regularly scheduled consolidated bill for such monthly billing period; and
4. warrant that all electric power and energy supply service charges, resultant billing amounts, and other relevant billing information for the retail customer transmitted to the Company as described in item (3) of this RES Continuing Obligations subsection are correct and in accordance with the terms of the RES's contractual arrangements with the retail customer and compliant with any applicable legal requirements; and
5. sell to the Company the RES's receivables for all undisputed billed amounts related to the provision of electric power and energy supply service from retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
6. accept electronically purchased receivables payments and adjustments from the Company for the electric power and energy supply service provided by the RES to retail customers with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service.

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PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 395)

CONTINUING OBLIGATIONS (CONTINUED).

Company Continuing Obligations

The Company is obligated to:

1. transmit electronically meter usage data for each monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than one (1) business day after the Company determines such meter usage data for the monthly billing period for such retail customer; and
2. accept electronically the necessary electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, and other agreed upon billing information transmitted by the RES for the monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service; and
3. issue a consolidated bill for the monthly billing period for each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service that includes (a) 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 for electric power and energy supply service provided to such retail customer within one (1) business day after accepting such charges, data, amounts, and information as described in item (2) of this Company Continuing Obligations subsection, in the event that such charges, data, amounts, and information had been timely submitted by the RES in accordance with item (3) in the RES Continuing Obligations subsection of this Continuing Obligations section; or (b) a notice that the RES's charges for the current monthly billing period are not available in the event that such charges, data, amounts, and information had not been timely submitted by the RES in accordance with item (3) in such RES Continuing Obligations subsection, and include such charges, data, billing amounts and information on the next available subsequent consolidated monthly bill for such retail customer after such charges, data, billing amounts and information are timely transmitted in accordance with item (3) in such RES Continuing Obligations subsection by such RES to the Company for such next available subsequent consolidated monthly bill; and
4. include on each consolidated monthly bill described in item (3) in this Company Continuing Obligations subsection all information pertaining to such supply service as required under 83 Illinois Administrative Code 410.210; and
5. remit electronically discounted purchased receivables payments due to the RES pertaining to undisputed charges for electric power and energy supply service provided by the RES to each retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service no later than thirty-two (32) calendar days after the date that the consolidated monthly bill with the charges associated with such receivables is issued by the Company to the 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 has a legitimate billing dispute regarding such supply service and refuses to pay such charges. A retail customer's claim that it is not able to pay amounts due to the Company for such supply service does not constitute disputed charges with respect to the Company's obligation to pay for purchased receivables.

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PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 396)

PURCHASE OF RECEIVABLES.

A RES taking service hereunder must sell to the Company such RES's electric power and energy supply service related receivables for retail customers selected by such RES in accordance with the provisions of the Implementation section of this rider for which the RES provides electric power and energy supply service. Such receivables must be sold by the RES to the Company at a discount to allow the Company to recover applicable uncollectible costs, as well as developmental, implementation, administrative, and operational costs associated with the application of the provisions of this rider. The monthly discounted receivables amount is computed in accordance with the following equation:

$$\cancel{DREC_c} = \cancel{REC_c} \left[\left(1 - \frac{1}{UF_c} \right) \times \cancel{REC_c} \right] \cancel{\$0.50}$$

$$DREC_c = REC_c \times CRF - \left[\left(1 - \frac{1}{UF_c} \right) \times REC_c \right]$$

Where:

- $DREC_c$ = Discounted Receivables, in dollars (\$) rounded to the cent, equal to the amount the Company must remit to the RES for the electric power and energy supply service related receivables sold by the RES to the Company pertaining to the electric power and energy supply service provided by the RES to the retail customer, c, during the monthly billing period.
- REC_c = Receivables, in \$ rounded to the cent, equal to the amount included on such retail customer's, c, consolidated monthly bill for electric service issued by the Company for electric power and energy supply service provided to such retail customer, c, by the RES.
- UF_c = Uncollectible Factor, in decimal format, equal to the uncollectible cost factor for the customer designation applicable to such retail customer, c, determined in accordance with provisions in Rider UF - Uncollectible Factors (Rider UF). Notwithstanding the previous provisions of this definition, in the event that Rider UF is revised in compliance with Section 16-111.8 of the Act, UF_c is determined in a manner that provides for the recovery of uncollectible costs consistent with the manner in which the Company is allowed to recover uncollectible costs associated with the supply of electric power and energy.
- CRF = Cost Recovery Factor, in decimal format, that allows for the recovery developmental, implementation, administrative, and operational costs as described below. The initial value of the CRF is $1 - 0.068 = 0.932$.

The value of fifty cents (~~\$0.50~~) CRF is incorporated in the determination of the $DREC_c$ in order for the Company to recover developmental, implementation, administrative, and operational costs associated with the application of the provisions of this rider. These costs include (a) Developmental and Implementation Costs (DICs) ~~that are equal to the costs incurred by the Company to develop and implement the systems and procedures required to apply the provisions of this rider pertaining to the purchase of receivables amortized over a ten (10) year period of time at the most recent weighted average cost of capital approved for the Company by the Illinois Commerce Commission (ICC);~~ (b) Administrative and Operational Costs (AOCs) ~~that are equal to (1) the ongoing costs expected to be incurred by the Company to apply the provisions of this rider pertaining to the purchase of receivables, and (2) the net actual uncollectible costs associated with the purchased receivables;~~ (c) Billing Systems Modification and Implementation Costs (BSMICs) ~~that are equal to the costs incurred by the Company to modify its billing systems to enable it to reflect on its bills the charges associated with the receivables purchased from RESs in accordance with the provisions of this rider amortized over a ten (10) year period of time at the most recent weighted average cost of capital approved for the Company by the ICC; and (d) Billing Systems Administrative and Operational Costs (BSAOCs) that are equal to the ongoing costs expected to~~

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PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 396)

~~be incurred by the Company that are related to modifications of its billing systems to enable it to reflect on applicable retail customer bills the charges associated with the receivables purchased from RESs in accordance with the provisions of this rider.~~

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PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 397)

PURCHASE OF RECEIVABLES (CONTINUED).

During the initial POR Application Period, the value of ~~such \$0.50~~ CRF is incorporated in the determination of the DREC_{Cs} in order for the Company to begin to recover DICs and AOCs. During such initial POR Application Period, the Company begins to recover BSMICs and BSAOCs from retail customers in accordance with the provisions of the Consolidated Billing Adjustment section of Rider RCA - Retail Customer Assessments (Rider RCA). Thereafter, ~~such \$0.50~~ the CRF is incorporated in the determination of the DREC_{Cs} with the intention to allow the Company to recover its DICs, AOCs, BSMICs, and BSAOCs, and to reimburse retail customers to which previous POR Adjustments and CB Adjustments, in the form of charges, had been applied in accordance with the Purchase of Receivables Adjustment section, the Consolidated Billing Adjustment section, and related provisions of Rider RCA.

Following each POR Application Period, the Company must determine the extent to which the incorporation of ~~such \$0.50~~ the CRF in the determination of the DREC_{Cs}, and the application of any POR Adjustment and CB Adjustment, as described in Rider RCA, provided the Company with recovery of its accrued DICs, AOCs, BSMICs, and BSAOCs associated with such POR Application Period.

In the event that the incorporation of ~~such \$0.50~~ the CRF in the determination of the DREC_{Cs} did not allow the Company to recover its entire accrued DICs or AOCs attributable to such POR Application Period, then such unrecovered portion is recovered from retail customers in accordance with the provisions of the Purchase of Receivables Adjustment section of Rider RCA.

In the event that the incorporation of ~~such \$0.50~~ the CRF in the determination of the DREC_{Cs} provided the Company with an amount in excess of its accrued DICs and AOCs attributable to such POR Application Period, then such excess amount, or applicable portion of such excess amount is credited to retail customers to the extent necessary in accordance with the provisions of the Purchase of Receivables Adjustment section of Rider RCA, to provide reimbursement to such retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs.

In the event that the incorporation of ~~such \$0.50~~ the CRF in the determination of the DREC_{Cs} provided the Company with an amount in excess of the sum of (a) its accrued DICs and AOCs attributable to such POR Application Period and (b) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs, then such excess amount is applied to the recovery of accrued BSMICs and BSAOCs attributable to such POR Application Period.

In the event that the incorporation of ~~such \$0.50~~ the CRF in the determination of the DREC_{Cs} provided the Company with an amount in excess of the sum of (a) its accrued DICs and AOCs attributable to such POR Application Period, and (b) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs, and (c) its accrued BSMICs and BSAOCs attributable to such POR Application Period, then such excess amount is credited to retail customers to the extent necessary in accordance with the provisions of the Consolidated Billing Adjustment section of Rider RCA, to provide reimbursement to such retail customers for amounts previously recovered from such retail customers for accrued BSMICs and BSAOCs.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 398)

PURCHASE OF RECEIVABLES (CONTINUED).

In the event that the incorporation of ~~such \$0.50~~the CRF in the determination of the DRECs provided the Company with an amount in excess of the sum of (a) its accrued DICs and AOCs attributable to such POR Application Period, and (b) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued DICs and AOCs, and (c) its accrued BSMICs and BSAOCs attributable to such POR Application Period, and (d) any reimbursement to retail customers for amounts previously recovered from such retail customers for accrued BSMICs and BSAOCs attributable to past POR Application Periods, then such excess amount is applied in a manner that results in an applicable reduction to ~~such \$0.50~~the CRF.

AUDIT, REPORTING, AND RECONCILIATION REQUIREMENTS.

After each POR Application Period the Company must conduct an internal audit of its costs for such previous POR Application Period and recoveries of such costs pursuant to this rider and Rider RCA. Such audit must examine (a) costs recovered pursuant to this rider and Rider RCA to verify that such costs have been recovered only pursuant to this rider and Rider RCA, as applicable, and to confirm that any such costs are not also being recovered inappropriately through charges under other tariffs, (b) DRECs determined pursuant to this rider to verify that such DRECs were properly computed, stated, and remitted, (c) POR Adjustments determined pursuant to Rider RCA to verify that such POR Adjustments were properly calculated and applied, and (d) CB Adjustments determined pursuant to Rider RCA to verify that such CB Adjustments were properly calculated and applied. The Company must prepare a report that summarizes the results of such audit. Such report must be submitted to the ICC in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department, the Director of the Staff's Financial Analysis Division, and the Director of the Staff's Office of Retail Market Development within sixty (60) calendar days after the end of such POR Application Period. Such report must be verified by an officer of the Company.

Within ninety (90) calendar days after the Company submits to the ICC the report described in this Audit, Reporting, and Reconciliation Requirements section, the ICC may initiate a docketed PORCB reconciliation proceeding. At the conclusion of such proceeding, the ICC determines the amount, if any, to be included in an ordered reconciliation adjustment to the POR Adjustment or the CB Adjustment determined in accordance with the provisions in Rider RCA in order to (a) correct for errors in the POR Adjustment or the CB Adjustment applied calculated during the previous POR Application Period, (b) correct for an improperly applied POR Adjustment or CB Adjustment during the previous POR Application Period, ~~and~~ (c) allow only prudently incurred costs to be recovered, and (d) reconcile the revenue resulting from the application of the DRECs, POR Adjustment and CB Adjustment during the previous POR Application Period to the DICs, AOCs, BSMICs, and BSAOCs incurred during such previous POR Application Period. Any such ordered reconciliation adjustment is determined to the extent that any of the aforementioned items (a) through (e d) is not already reflected in the applicable balancing factor determined by the Company. After any such ordered reconciliation adjustment is determined by the ICC, the Company must revise its POR Adjustment or CB Adjustment, as applicable, to reflect such ordered reconciliation adjustment in accordance with an order entered by the ICC that provides the terms under which the ordered reconciliation adjustment is to be reflected in the POR Adjustment or CB Adjustment.

The Company will provide a report to the Commission on an annual basis including details of 1) RES participation; 2) Total Costs Incurred for DIC, AOC, BSMIC and BSAOC for the year; 3) Dollar Amount of discounted receivables purchased for the year; 4) Dollar amount for POR accounts written off during the year; 5) Revenues billed under POR adjustment; and 6) Revenues billed under CB Adjustment. Such report will be provided to the Manager of Accounting and the Director of the Office of Retail Market Development within sixty (60) calendar days after the end of each calendar year.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 399)

IMPLEMENTATION.

The RES may elect for the Company to purchase the receivables of the RES's electric power and energy supply service for retail customers for which such RES provides electric power and energy supply service, provided one of the following delivery classes is applicable to each such retail customer: (a) Residential Single Family Without Electric Space Heat Delivery Class, (b) Residential Multi Family Without Electric Space Heat Delivery Class, (c) Residential Single Family With Electric Space Heat Delivery Class, (d) Residential Multi Family With Electric Space Heat Delivery Class, (e) Watt-Hour Delivery Class, (f) Small Load Delivery Class, (g) Medium Load Delivery Class, (h) Fixture-Included Lighting Delivery Class, provided the retail customer's demands for electricity are less than four hundred kilowatts (400 kW), (i) Dusk to Dawn Lighting Delivery Class, provided the retail customer's demands for electricity are less than four hundred kilowatts (400 kW), or (j) General Lighting Delivery Class, provided the retail customer's demands for electricity are less than four hundred kilowatts (400 kW).

In making the election for the Company to purchase the receivables of the RES's electric power and energy supply service provided to retail customers, if such RES elects for the Company to purchase the receivables of the RES's electric power and energy supply service provided to any residential retail customer then such RES must elect for the Company to purchase the receivables of the RES's electric power and energy supply service provided to all its residential retail customers. With respect to any other retail customers, as applicable, a RES may elect for the Company to purchase the receivables of the RES's electric power and energy supply service provided to whichever customers it chooses.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 400)

IMPLEMENTATION (CONTINUED).

On or after December 1, 2010, for each retail customer with respect to which the RES elects to have the Company purchase the RES's receivables for electric power and energy supply service, the RES must submit a Direct Access Service Request (DASR) that informs the Company of the RES's election with respect to such retail customer. Any such DASR is rejected if it is submitted prior to December 1, 2010. On or after such date, such election for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer. Such effective meter reading or billing cycle date is the beginning date of the first monthly billing period for which the Company purchases the receivables of the RES's electric power and energy supply service for such retail customer. Such election information may be included in the DASR submitted in accordance with the provisions in such Standard Switching subsection which informs the Company of the retail customer's selection of such RES as the retail customer's provider of electric power and energy supply service. ~~Notwithstanding the previous provisions of this paragraph, in~~ In the event that such election pertains to a residential retail customer and occurs after a previous termination of Rider PORCB by the RES as described in the following paragraph in this Implementation section, the RES must provide the Company with notification of such election at least sixty (60) days prior to the submission of a DASR which informs the Company of such election. Such notification may not be submitted until after the period of time that extends at least twelve (12) months following such termination.

A RES is not allowed to terminate the Company's purchase of receivables and consolidated billing of such RES's electric power and energy supply service to an individual residential retail customer and continue to provide supply service to that customer unless the RES also terminates the Company's purchase of receivables and consolidated billing of such RES's electric power and energy supply service for all residential retail customers served by such RES. With respect to any other individual retail customer, as applicable, a RES is allowed to terminate the Company's purchase of receivables and consolidated billing of such RES's electric power and energy supply service to such individual retail customer. In the event that a RES makes any such termination, the RES must submit notification through the submission of a DASR to the Company of such termination with respect to each such retail customer. Such termination for each such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES and provides consolidated billing for the amounts billed to such retail customer for the RES's electric power and energy supply service. Moreover, with respect to residential retail customers, in the event that a RES makes such terminations, for a period of at least twelve (12) months following such terminations the RES may not elect to have the Company purchase receivables and provide consolidated billing of such RES's electric power and energy supply service provided to any residential retail customer.

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 401)

IMPLEMENTATION (CONTINUED).

In the event that a delivery class other than one identified in the first paragraph of this Implementation section becomes applicable to a retail customer with respect to which the Company has been purchasing the RES's receivables for electric power and energy supply service, the Company terminates the purchase of receivables for such RES's electric power and energy supply service with respect to such retail customer. In the event that a different delivery class identified in the first paragraph of this Implementation section becomes applicable to a retail customer with respect to which the Company has been purchasing the RES's receivables for electric power and energy supply service and such delivery class is applicable to residential retail customers, the Company terminates the purchase of receivables for such RES's electric power and energy supply service with respect to such retail customer unless the Company is purchasing the RES's receivables for electric power and energy supply service provided to all residential retail customers served by such RES. The termination of the purchase of receivables with respect to a retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, and such date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES for the amounts billed to such retail customer for the RES's electric power and energy supply service.

The Company produces and provides consolidated monthly bills for both the electric power and energy supply service provided by the RES and the electric delivery service provided by the Company only for those retail customers for which it is purchasing such RES's receivables for electric power and energy supply service provided to such retail customers by such RES. In the event that such purchase of receivables with respect to an individual customer terminates, the Company correspondingly terminates the provision of billing of the electric power and energy supply service provided by the RES to such retail customer.

REQUIRED INFORMATION NOTICES.

A RES may be required from time to time to send information to retail customers receiving electric power and energy supply service from the RES, and the RES may require that such information is to be sent with such retail customers' bills. If such retail customers receive bills from the Company pursuant to Rider PORCB, the following requirements apply:

The RES is required to:

1. _____ reimburse the Company only for the net costs that the RES avoids by not distributing such information; and
2. _____ make the information available to the Company in the RES's standard format for distribution to retail customers for which the Company is providing billing of the RES' electric power and energy supply service.

The Company is required to:

1. _____ distribute the information as instructed by the RES to retail customers for which the Company is providing billing of the RES' electric power and energy supply service; and
2. _____ distribute the information in accordance with and subject to any law or order of any governmental agency that has the authority to specify the terms of distribution of such information.

CONTRACT ADDENDUM TERM AND TERMINATION PROVISIONS.

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

**RIDER PORCB
PURCHASE OF RECEIVABLES WITH CONSOLIDATED BILLING**

(Continued from Sheet No. 402)

CONTRACT ADDENDUM TERM AND TERMINATION PROVISIONS (CONTINUED).

A RES taking service hereunder has the right to terminate its Rider PORCB Contract Addendum and discontinue service hereunder at any time on at least sixty (60) days' written notice to the Company, provided, however, that in the event of such termination, such RES is not eligible to take service hereunder for a period of twelve (12) consecutive months. In such event, the RES must submit a DASR for each retail customer with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service that notifies the Company that service hereunder with respect to each such retail customer is terminated. The termination of service hereunder for such retail customer is effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer. Such effective meter reading or billing cycle date is the ending date of the last monthly billing period for which the Company purchases receivables from the RES for the amounts billed to such retail customer for the RES's electric power and energy supply service. Following termination hereunder, it is the RES's responsibility to issue bills to the retail customer for electric power and energy supply service provided to such retail customer by such RES.

The Company has the right to terminate the Rider PORCB Contract Addendum and discontinue service to a RES hereunder if such RES (a) has its service under Rate RESS terminated; or (b) fails to abide by the continuing obligations of this rider. Such termination does not prohibit the Company from pursuing collection of amounts owed to the Company by the RES or owed to the Company by the Company's retail customers with respect to which the Company had been purchasing the RES's receivables for electric power and energy supply service.

DISPUTE RESOLUTION.

Disputes between or among the Company, the RES, or a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, under any tariff applicable to this tariff, or under any contract entered into under this tariff or applicable tariff, may be resolved in accordance with the provisions of the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

MISCELLANEOUS GENERAL PROVISIONS.

The Company reserves the right to disconnect service to a retail customer with respect to which the Company is purchasing the RES's receivables for electric power and energy supply service in accordance with the provisions of this rider if the Company does not receive payment from such retail customer for the electric power and energy supply service provided by such RES to such retail customer and billed by the Company.

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

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

**RATE BES
BASIC ELECTRIC SERVICE**

TERM OF SERVICE.

Commencement of Service

Service under this tariff does not commence until the retail customer fulfills all applicable prerequisites of service provided in the General Terms and Conditions of the Company's Schedule of Rates.

Service hereunder does not commence until all applicable prerequisites of service, as provided in the Prerequisites of Service section of this tariff, are met. Service hereunder commences only for a retail customer to which the Residential Customer Group, Watt-Hour Customer Group, Demand Customer Group, Dusk to Dawn Lighting Customer Group, or General Lighting Customer Group is applicable.

A retail customer's term of service hereunder commences when the Company begins to provide service hereunder.

* For a situation in which an applicant for electric service at a premises (a) has never received any tariffed service from the Company; (b) has expected electric power and energy requirements such that, in the Company's judgment, the Residential Customer Group, Watt-Hour Customer Group, Demand Customer Group, Dusk to Dawn Lighting Customer Group, or General Lighting Customer Group would be applicable to such applicant; and (c) has not requested or is not in compliance with the availability provisions or prerequisites of service under Rate BESH or Rate RDS, such applicant commences service hereunder, and is designated as a retail customer when the Company begins to provide electric service to such applicant.

RATE BES
BASIC ELECTRIC SERVICE

(Continued from Sheet No. 25)

TERM OF SERVICE (CONTINUED).

* **Termination of Service**

If a retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain electric power and energy supply from a Retail Electric Supplier (RES). In making such election, for a retail customer that is a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, the provision of service hereunder terminates and the provision of service from the Company under Rate RDS commences, effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least eighteen (18) calendar days after the Company receives a valid and applicable Direct Access Service Request (DASR) for such retail customer and such retail customer is in compliance with all the prerequisites of service under Rate RDS. In making such election, for any other retail customer, the provision of service hereunder terminates and the provision of service from the Company under Rate RDS commences, effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR for such retail customer and such retail customer is in compliance with all the prerequisites of service under Rate RDS. Notwithstanding the provisions of the previous sentence, in making such election, for such other retail customer, such effective date may occur on a date other than the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR for such retail customer, such retail customer is in compliance with all the prerequisites of service under Rate RDS, and such retail customer is subject to the Nonstandard Switching Fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of Rate RDS.

If a retail customer has been taking bundled electric service from the Company ~~on a continuous basis~~ under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain electric power and energy supply from a RES in accordance with the provisions of the previous paragraph.

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 26)

TERM OF SERVICE (CONTINUED).

Termination of Service (Continued)

In the event that a DASR submitted to the Company pertains to an election of service under Rate RDS with electric power and energy supply from a RES and is for a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, then such DASR may be rescinded provided the Company receives notification from the retail customer or the RES to rescind such DASR no later than five (5) calendar days prior to the otherwise effective date of the election identified in such DASR. In the event that a DASR submitted to the Company pertains to an election of service under Rate RDS with electric power and energy supply from a RES and is for any other retail customer, then such DASR may be rescinded provided the Company receives notification from the RES to rescind such DASR no later than five (5) calendar days prior to the otherwise effective date of the switch identified in such DASR.

If a retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain service under Rate BESH, provided such retail customer fulfills all prerequisites of service under Rate BESH.

If a retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain service under Rate BESH, provided such retail customer fulfills all prerequisites of service under Rate BESH.

If a nonresidential retail customer or lighting retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain service under Rate RDS and Rider PPO - Power Purchase Option (Rider PPO), provided such retail customer fulfills all prerequisites of service under Rate RDS and Rider PPO.

If a nonresidential retail customer or lighting retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain service under Rate RDS and Rider PPO, provided such retail customer fulfills all prerequisites of service under Rate RDS and Rider PPO.

If a retail customer commences service hereunder, and such retail customer had received service from the Company under Rate RDS or a tariff with provisions for hourly pricing prior to such commencement date, then such retail customer is allowed to elect to switch from taking service hereunder only after such retail customer has received bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing for a period of at least twelve (12) monthly billing periods.

**RATE BES
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 27)

TERM OF SERVICE (CONTINUED).

Termination of Service (Continued)

Notwithstanding the provisions of the previous paragraph, if a retail customer commences service hereunder and such retail customer had received service from the Company under Rate RDS prior to such commencement date, but the switch from service under Rate RDS to bundled electric service under tariffed service that does not have provisions for hourly pricing was a direct result of such retail customer's RES ceasing to do business as a RES in the Company's service territory, then such retail customer is not required to receive bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing for a period of at least twelve (12) monthly billing periods.

If the Self-Generating Customer Group or the Competitively Declared Customer Group becomes applicable to the retail customer, service hereunder terminates.

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

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

MISCELLANEOUS GENERAL PROVISIONS.

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

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

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

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

**Rate RDS
 Retail Delivery Service**

ORGANIZATION OF RATE RDS (CONTINUED)

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AVAILABILITY

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

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

Pursuant to Section 16-104(e) of the Public Utilities Act (Act) (220 ILCS 5/16-104(e)), a retail customer to which this tariff is available may take service hereunder for all or a portion of its electric power and energy requirements. A retail customer electing the latter option must designate the portion of its electric power and energy requirements to be served under this tariff in accordance with the provisions in the Split Load and Supplier Options section of the Service Options part of this tariff.

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 75)

TECHNICAL AND OPERATIONAL PROVISIONS (CONTINUED)

SYSTEM LOSSES (CONTINUED).

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

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE

* **SWITCHING SUPPLIERS.**

Standard Switching

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

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

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

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 76)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

* **SWITCHING SUPPLIERS (CONTINUED).**

Standard Switching (Continued)

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

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

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

Nonstandard Switching

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

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

* **SWITCHING SUPPLIERS (CONTINUED).**

Nonstandard Switching (Continued)

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

* **SWITCHING METERING SERVICE PROVIDERS.**

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

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

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77.1)

~~SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)~~

*** ~~SWITCHING METERING SERVICE PROVIDERS (CONTINUED).~~**

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

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

*** ~~RESCINDING DASRS.~~**

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

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

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 77.2)

SWITCHING SUPPLIERS AND SWITCHING TO BUNDLED ELECTRIC SERVICE (CONTINUED)

TERM OF SERVICE AND TERMINATION.

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

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

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

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

**Rider RCA
 Retail Customer Assessments**

RESIDENTIAL REAL TIME PRICING PROGRAM COST RECOVERY CHARGE.

Pursuant to subsection 16-107(b-25) of the Public Utilities Act (Act) and the Order entered by the Illinois Commerce Commission (ICC) in Docket No. 06-0617, authorizing the Company to recover the reasonable costs it incurs in complying with Section 16-107 of the Act, the Company includes the following Residential Real Time Pricing Program Cost Recovery Charge, on each retail customer's monthly bill:

For a residential retail customer	\$0.14
For any other retail customer	\$0.00

Notwithstanding any other provision of this rider, such Residential Real Time Pricing Program Cost Recovery Charge is included on monthly bills until Rider RRTP - Residential Real Time Pricing Program (Rider RRTP) is terminated. The specific charges listed in this Residential Real Time Pricing Program Cost Recovery Charge section are authorized by the ICC pursuant to its Order in Docket No. 06-0617.

* **PURCHASE OF RECEIVABLES ADJUSTMENT.**

Pursuant to Section 16-118(c) of the Act, authorizing the recovery of the Company's prudently incurred costs associated with the provision of services in accordance with such Section 16-118(c), the Company includes a Purchase of Receivables (POR) Adjustment on retail customer monthly bills, as applicable, determined in accordance with the following equation:

$$\text{POR Adjustment} = \frac{\text{POR Balance} + \text{PORBF} + \text{POROR}}{\text{EB}_{\text{POR}}}$$

Where:

POR Adjustment = Purchase of Receivables (POR) Adjustment, in \$ rounded to the cent, included on retail customers' monthly bills, as applicable. The POR Adjustment during the initial POR Application Period, as described in Rider PORCB - Purchase of Receivables with Consolidated Billing (Rider PORCB) is zero (0). ~~The POR Adjustment is zero (0) for the first three (3) monthly billing periods of any subsequent POR Application Period.~~

POR Balance = Purchase of Receivables Balance, in \$, equal to the (a) unrecovered portion of the accrued Developmental and Implementation Costs (DICs) and accrued Administrative and Operating Costs (AOCs) intended to be recovered through the remittance of Discounted Receivables (DREC_Cs) during the previous POR Application Period under Rider PORCB; or (b) excess amount, or applicable portion of such excess amount, recovered through the remittance of DREC_Cs during the previous POR Application Period under Rider PORCB to provide reimbursement to retail customers for amounts previously recovered from retail customers through the application of POR Adjustments that were charges.

**RIDER RCA
RETAIL CUSTOMER ASSESSMENTS**

(Continued from Sheet No. 257)

* **PURCHASE OF RECEIVABLES ADJUSTMENT (CONTINUED).**

- PORBF** = Purchase of Receivables Balancing Factor, in \$, equal to the cumulative debit or credit balance resulting from the application of the POR Adjustment through the previous POR Application Period. Such balance includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). No PORBF is applicable during the initial and second POR Application Periods.
- POROR** = Purchase of Receivables Ordered Reconciliation Adjustment, in \$, equal to an amount ordered by the ICC that is to be refunded to or collected from retail customers to correct for errors associated with the computation of a previously applied POR Adjustment, or to correct for an improperly applied POR Adjustment, or to provide for reconciliation between revenues resulting from the previously applied POR Adjustment and applicable DICs and AOCs incurred in the previous POR Application Period, as determined by the ICC during the reconciliation proceeding described in the Audit, Reporting, and Reconciliation Requirements section of Rider PORCB. Such adjustment includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is determined for the period of time beginning on the day following the end of the POR Application Period for which the POROR was determined and extending through the final date that the POROR is applied. No POROR is applicable during the initial and second POR Application Periods.
- EB_{POR}** = Expected Bills, equal to the number of bills the Company expects to issue to retail customers to which the POR Adjustment is applicable during the period of time that the POR Adjustment is applied.

Such POR Adjustment is included on a retail customer's monthly bills provided such retail customer is (a) a residential retail customer, (b) a nonresidential retail customer to which the (i) Watt-Hour Delivery Class, (ii) Small Load Delivery Class, or (iii) Medium Load Delivery Class is applicable, or (c) a lighting retail customer for which the highest demand for electricity established by such lighting retail customer is less than four hundred kilowatts (400 kW).

No later than ~~the twentieth day of the month~~ thirty (30) days prior to the start of the monthly billing period during which the Company begins to issue bills that include a POR Adjustment, the Company must file such POR Adjustment, accompanied by supporting work papers, as necessary, with the ICC for informational purposes. Any submission of a POR Adjustment for filing ~~after the twentieth day of a month later than thirty (30) days prior to the start of the billing period~~ but prior to the start of such monthly billing period is acceptable only if such submission corrects an error or errors from a timely filed POR Adjustment for such monthly billing period. Any other such filing made ~~after such twentieth day later than thirty (30) days prior to the start of the billing period~~ is acceptable only if such filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

**RIDER RCA
RETAIL CUSTOMER ASSESSMENTS**

(Continued from Sheet No. 257.1)

* **CONSOLIDATED BILLING ADJUSTMENT.**

In order for the Company to recover the costs it incurs that are associated with modifications of its billing systems to enable it to reflect on applicable retail customer bills the charges associated with the receivables purchased from Retail Electric Suppliers (RESs) in accordance with the provisions of Rider PORCB, the Company includes a Consolidated Billing (CB) Adjustment on retail customers' monthly bills, as applicable, determined in accordance with the following equation:

$$\text{CB Adjustment} = \frac{\text{CB Balance} + \text{CBBF} + \text{CBOR}}{\text{EB}_{\text{CB}}}$$

Where:

- CB Adjustment = Consolidated Billing Adjustment, in \$ rounded to the cent, included on retail customers' monthly bills, as applicable. ~~The CB Adjustment is zero (0) for the first three (3) monthly billing periods of any POR Application Period.~~
- CB Balance = Consolidated Billing Balance, in \$, equal to the (a) accrued Billing Systems Modification and Implementation Costs (BSMICs) and accrued Billing Systems Administrative and Operating Costs (BSAOCs) associated with the POR Application Period during which the CB Adjustment is applicable, to the extent that such accrued BSMICs and BSAOCs are not expected to be recovered through the remittance of DRECCs during such POR Application Period under Rider PORCB; or (b) excess amount, or applicable portion of such excess amount, recovered through the remittance of DRECCs during the previous POR Application Period under Rider PORCB to provide reimbursement to retail customers for amounts previously recovered from retail customers through the application of CB Adjustments that were charges.
- CBBF = Consolidated Billing Balancing Factor, in \$, equal to the cumulative debit or credit balance resulting from the application of the CB Adjustment through the previous POR Application Period. Such balance includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). No CBBF is applicable during the initial POR Application Period.

**RIDER RCA
RETAIL CUSTOMER ASSESSMENTS**

(Continued from Sheet No. 257.2)

* **CONSOLIDATED BILLING ADJUSTMENT (CONTINUED).**

CBOR = Consolidated Billing Ordered Reconciliation Adjustment, in \$, equal to an amount ordered by the ICC that is to be refunded to or collected from retail customers to correct for errors associated with the computation of a previously applied CB Adjustment, or to correct for an improperly applied CB Adjustment, or to provide for reconciliation between revenues resulting from the previously applied CB Adjustment and applicable BSMICs and BSAOCs incurred in the previous POR Application Period, as determined by the ICC during the reconciliation proceeding described in the Audit, Reporting, and Reconciliation Requirements section of Rider PORCB. Such adjustment includes interest at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e)(1). Such interest is determined for the period of time beginning on the day following the end of the POR Application Period for which the CBOR was determined and extending through the final date that the CBOR is applied. No CBOR is applicable during the initial POR Application Period.

EB_{CB} = Expected Bills, equal to the number of bills the Company expects to issue to retail customers to which the CB Adjustment is applicable during the period of time that the CB Adjustment is applied.

Such CB Adjustment is included on a retail customer's monthly bills provided such retail customer is (a) a residential retail customer, (b) a nonresidential retail customer to which the (i) Watt-Hour Delivery Class, (ii) Small Load Delivery Class, or (iii) Medium Load Delivery Class is applicable, or (c) a lighting retail customer for which the highest demand for electricity established by such lighting retail customer is less than 400 kW.

No later than ~~the twentieth day of the month~~ thirty (30) days prior to the start of the monthly billing period during which the Company begins to issue bills that include a CB Adjustment, the Company must file such CB Adjustment, accompanied by supporting work papers, as necessary, with the ICC for informational purposes. Any submission of a CB Adjustment for filing ~~after the twentieth day of a month~~ later than thirty (30) days prior to the start of the billing period but prior to the start of such monthly billing period is acceptable only if such submission corrects an error or errors from a timely filed CB Adjustment for such monthly billing period. Any other such filing made ~~after such twentieth day~~ later than thirty (30) days prior to the start of the billing period is acceptable only if such filing is made in accordance with the special permission request provisions of Section 9-201(a) of the Act.

MISCELLANEOUS GENERAL PROVISIONS.

- * The total amount of the charges and adjustments assessed in accordance with the provisions of this rider is incorporated with the retail customer's Customer Charge. For a retail customer for which no Customer Charge is applied in accordance with the provisions of the electric service tariff under which such retail customer is taking service, a Customer Charge that includes the total amount of the charges and adjustments assessed in accordance with the provisions of this rider is included on such retail customer's monthly bill.

Notwithstanding the provisions of the previous paragraph, a POR adjustment or CB adjustment may be revised by the Company if the Company determines the revised adjustments result in a better match between the revenues and Incremental Costs. The Company must file with the ICC, for informational purposes, such revised POR adjustment or CB adjustment no later than thirty (30) days preceding the monthly billing period during which such revised adjustments become effective. The revised POR adjustment and CB adjustment are determined in accordance with the equations in the corresponding sections of Rider RCA.