

REBUTTAL TESTIMONY

of

Christy Pound

Market Development Associate
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

August 4, 2010

OFFICIAL FILE

I.C.C. DOCKET NO. 10-0138

Staff Exhibit No. 6.0

Witness _____

Date 8/19/10 Reporter RG

Table of Contents

Witness Identification	1
Response to ComEd Witness Garcia	1
Response to ComEd Witness Mittelbrun	3
Conclusion	5

1 **Witness Identification**

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

3 A. My name is Christy Pound. My business address is 527 E. Capitol Avenue,
4 Springfield, IL 62701.

5 **Q. Are you the same Christy Pound who previously provided direct testimony**
6 **in this proceeding?**

7 A. Yes. I provided direct testimony in this case as ICC Staff Exhibit 2.0 on June 10,
8 2010.

9 **Q. What is the purpose of your rebuttal testimony?**

10 A. The purpose of my rebuttal testimony is to respond to the rebuttal testimonies of
11 ComEd witness Garcia and ComEd witness Mittelbrun.

12

13 **Response to ComEd Witness Garcia**

14 **Q: In response to your recommendation to add clarifying language to 1st**
15 **Revised Sheet 48 of ComEd's Rate RDS, Mr. Garcia states "while ComEd**
16 **appreciates Staff's desire to make such distinctions clearer, in the context**
17 **of ComEd's ratebook such distinctions are already clear."¹ What is your**
18 **response?**

¹ ComEd Exhibit 3.0, lines 671-673.

19 A. Staff's recommended changes were intended to clarify that applicants for new
20 residential service are not eligible to take Rate RDS and therefore not eligible to
21 sign up for supply service with a RES. Applicants for new residential service
22 must first establish service with ComEd under a tariff for bundled service before
23 becoming eligible to switch their supply service to a RES. The fact that
24 applicants for new service are not eligible to sign up with a RES when initiating
25 new service is a significant provision of ComEd's Rate RDS that those less
26 familiar with ComEd's ratebook, such as RES and CSD staff assisting customers,
27 should be able to clearly understand this provision without referring to multiple
28 pages of ComEd's ratebook, Illinois law or Illinois administrative code.
29 Therefore, Staff recommends modifying its proposed language by striking "is"
30 and adding the phrase "would be" so that this language is technically correct yet
31 further clarifies this provision of Rate RDS.

32 The proposed changes are as follows:

33 However, this tariff is not available to an applicant for electric
34 service at a premises in the event that such applicant ~~is~~ would be a
35 new customer having ~~has~~ never received any tariffed service from
36 the Company and has expected electric power and energy
37 requirements such that, in the Company's judgment, the applicant
38 would be a retail customer that is a (a) residential retail customer,
39 (b) lighting retail customer that has established or is expected to
40 establish 30-minute demands for electric power and energy that do
41 not exceed 100 kW, or (c) nonresidential retail customer to which
42 the Watt-Hour Delivery Class or Small Load Delivery Class is
43 applicable. This tariff is available to applicants for new service ~~such~~
44 ~~applicant~~ only after such applicant takes service as a retail
45 customer under a tariff for bundled electric service.
46

47 **Q. Did ComEd address all of Staff's proposed language changes in its rebuttal**
48 **testimony?**

49 A. No. In direct testimony, Staff recommended adding a sentence to Original Sheet
50 400 to clarify that ComEd's "all in" provision only applies to a RES' residential
51 customers. ComEd did not oppose this language or provide any rationale for
52 denial of this sentence in its rebuttal testimony. Therefore, Staff assumes
53 ComEd has no objection to the addition of Staff's proposed language for Original
54 Sheet 400 Rider PORCB. Staff's original proposed language is as follows:

55 In making the election for the Company to purchase the receivables
56 of the RES's electric power and energy supply service provided to
57 retail customers, if such RES elects for the Company to purchase
58 the receivables of the RES's electric power and energy supply
59 service provided to any residential retail customer then such RES
60 must elect for the Company to purchase the receivables of the
61 RES's electric power and energy supply service provided to all its
62 residential retail customers. With respect to any other retail
63 customers, as applicable, a RES may elect for the Company to
64 purchase the receivables of the RES's electric power and energy
65 supply service provided to whichever customers it chooses.
66

67 **Response to ComEd Witness Mittelbrun**

68 **Q. Did ComEd agree to incorporate Staff's proposed definition of "legitimate**
69 **billing dispute" as provided in Exhibit 2.0 to its Rider PORCB?**

70 A. No. ComEd includes an abbreviated definition of "legitimate billing dispute"
71 reflected in Exhibit 3.5 of ComEd's rebuttal testimony and not the definition
72 proposed by Staff.

73 **Q. What does ComEd's abbreviated definition of "legitimate billing dispute"**
74 **omit from the definition as proposed by Staff in direct testimony?**

75 A. ComEd's abbreviated definition of "legitimate billing dispute" omits two important
76 provisions which would require ComEd to: (a) accept notification of a legitimate
77 billing dispute from the ICC's CSD; and (b) if a customer contacts the company to
78 dispute RES charges, refer the customer to the RES as well as provide contact
79 information for the ICC's CSD.

80 **Q. What reason does ComEd provide for not accepting Staff's proposed**
81 **definition of "legitimate billing dispute"?**

82 ComEd witness Mittlebrun states:

83 ComEd does not object to including an abbreviated version of
84 Staff's proposed definition. However, ComEd does not believe that
85 the operational detail is appropriate for the tariff, and should instead
86 be set forth in the RES and Customer Handbooks, which allows for
87 the revision of operational rules in the handbooks, as and when
88 appropriate, after discussion with the impacted parties.²
89

90 **Q. Why does Staff believe these two provisions are more appropriately placed**
91 **in ComEd's Rider PORCB rather than in its RES and Customer**
92 **Handbooks?**

93 A. Staff's proposed definition for "legitimate billing dispute" is language taken
94 directly from the definition of "disputed charges" approved by the Commission in
95 AIU's tariff investigation.³ Both provisions omitted by ComEd in rebuttal
96 testimony were included in the AIU's definition of "disputed charges." This

² ComEd Exhibit 4.0, lines 270-274.

³ ICC Docket Nos. 08-0619/0620/0621 (Cons.) ("AIU tariff investigation").

97 seems to have been done at least in part based on testimony provided by CUB
98 that "the dispute resolution process needs to be both fair, and crystal clear to all
99 parties."⁴ These provisions are intended to simplify an otherwise potentially
100 complicated dispute resolution process for residential customers not yet
101 accustomed to electric choice.

102 Additionally, the definition of "disputed charges" approved in Ameren's UCB/POR
103 tariffs includes more operational detail than Staff is proposing for ComEd's tariff.
104 Staff stated in the AIU tariff investigation that it "is committed to developing a
105 consistent dispute resolution process that would apply to all electric utilities
106 offering UCB/POR."⁵ Because the definition of "legitimate billing dispute"
107 proposed by Staff is language approved by the Commission in the AIU tariff
108 investigation, and it contains important consumer education and protection
109 provisions, Staff recommends the adoption of its proposed definition of
110 "legitimate billing dispute."

111 **Legitimate Billing Dispute**

112 A dispute shall not be considered a legitimate billing dispute until
113 such time the Company has received notice of the billing dispute
114 from the RES or the Consumer Services Division (CSD) of the ICC.
115 If a customer contacts the Company to dispute a RES charge, the
116 Company will refer the customer to the RES for resolution as well
117 as provide contact information for the ICC's CSD.
118

119 **Conclusion**

120 **Q. Does this question end your prepared rebuttal testimony?**

⁴ ICC Docket Nos. 06-0619/020/0621 (Cons.) CUB Exhibit 1.0, line 117.

⁵ ICC Docket Nos. 08-0619/0620/0621 (Cons.) Staff Exhibit 9.0-REV, lines 224-226.

121 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)

AOCs are Incremental Costs incurred by or for the Company after [effective date of this rider, 2010], associated with the purchase of RESs' receivables for the electric power and energy supply service provided by RESs to residential retail customers and other retail customers that establish demands for electricity that are less than 400 kW. Such Costs shall include ongoing Incremental Costs to operate and administer the PORCB Program, specifically: (a) ongoing electronic data interchange ("EDI") costs; (b) participation in regulatory proceedings associated with the PORCB Program; (c) financial tracking, audit and reconciliation activities with respect to the PORCB Program; (d) staffing required to address questions from RES and others regarding the PORCB Program, and (e) net actual uncollectible costs. Such Incremental Costs are not otherwise recovered under other effective tariffs.

Billing System Administrative and Operational Costs (BSAOCs)

BSAOCs are Incremental Costs incurred by or for the Company after [effective date of this rider, 2010] associated with modifications of its billing systems to enable the company to reflect on applicable retail customer bills the charges associated with receivables for the electric power and energy supply provided by RESs to residential retail customers and other retail customers that establish demands for electricity that are less than 400 kW purchased by the Company from such RESs. Such Costs shall include ongoing Incremental Costs to operate and administer the PORCB Program, specifically: (a) participation in regulatory proceedings associated with the PORCB Program; (b) financial tracking, audit, and reconciliation activities with respect to the PORCB program; and (c) staffing required to address questions from RES and others regarding the PORCB program. Such Incremental Costs are not otherwise recovered under other effective tariffs.

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

Billing Systems Modification and Implementation Costs (BSMICs)

BSMICs are Incremental Costs incurred after November 9, 2007 through December 31, 2011 by or for the Company associated with modification of its billing systems to enable the Company to reflect on applicable retail customer bills the charges associated with the receivables for the electric power and energy supply service provided by the RESs to residential retail customers and other retail customers that establish demands for electricity that are less than 400 kW purchased by the Company from such RESs. Such 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. BSMICs shall be amortized over a ten (10) year period of time at a 6.71% carrying charge. Such incremental costs are not otherwise recovered under other effective tariffs.

Development and Implementation Costs (DICs)

DICs are Incremental Costs incurred after November 9, 2007 through December 31, 2011 by or for the Company associated with the purchase of RESs' receivables for the electric power and energy supply service provided by RESs to residential retail customers and other retail customers that establish demands for electricity that are less than 400 kW. Such Costs include: (a) initial programming changes to implement the PORCB Program; (b) general billing system and related enhancements; (c) development of applicable models to determine amounts owed to RESs by the Company; and (d) development of information technology to implement the PORCB Program and customer service representative training. DICs shall be amortized over a ten (10) year period of time at a 6.71% carrying charge. Such incremental costs are not otherwise recovered under other effective tariffs.

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 first two initial POR Application Periods 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.

**RIDER PORCB
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.

**RIDER PORCB
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:

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

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

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~~

**RIDER PORCB
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.~~

**RIDER PORCB
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~~ the 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 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, 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.

In determining AOCs, the Company must compute its net actual uncollectible costs (NAUC). Such net uncollectible costs amount may be positive or negative and is computed in accordance with the following equation:

$$\text{NAUC} = \text{RWO} - \sum_{\text{PP}} \left\{ \left(1 - \frac{1}{\text{UF}_c} \right) \times \text{REC}_c \right\}$$

Where:

RWO = Receivable Write-Offs, in \$, equal to the amount actually written off by the Company for receivables purchased by the Company from RESs in accordance with the provisions of this rider during the prior POR Application Period.

Σ_{PP} summation for the prior POR Application Period.

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) DREC_Cs determined pursuant to this rider to verify that such DREC_Cs 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 DREC_Cs, 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

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

(Continued from Sheet No. 398)

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. For years in which an internal audit of costs is required, this information may be included in the audit 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.

**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 service hereunder by such 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 electric power and energy supply service to such retail 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.

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.

ELECTRICITY

**RATE RDS
RETAIL DELIVERY SERVICE**

(Continued from Sheet No. 47)

ORGANIZATION OF RATE RDS (CONTINUED)

<u>Part/Section</u>	<u>Beginning Sheet Number</u>
8. Billing and Payment.....	73
9. Technical and Operational Provisions.....	74
A. Technical and Operational Requirements	74
B. Scheduling and Provision of Data to PJM	74
C. System Losses	75
10. Switching Suppliers and Switching to Bundled Electric Service	76
A. Switching Suppliers.....	76
B. Switching Metering Service Providers	77
C. Term of Service and Termination.....	78
11. Customer Information.....	80
A. Historical Billing and Usage Information	80
B. Metering Information	80
12. Disconnection and Reconnection.....	80
13. Dispute Resolution	80
14. Miscellaneous General Provisions.....	81

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 would be 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 such applicants for new service 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 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.

(Continued on Sheet No. 77)

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 (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.

*

(Continued on Sheet No. 77.1)

ELECTRICITY

Original Sheet No. 77.1

**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 (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.

(Continued on Sheet No. 77.2)

ELECTRICITY

Original Sheet No. 77.2

**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.

(Continued on Sheet No. 78)

ELECTRICITY

ILL. C. C. No. 10
1st Revised Sheet No. 78
(Canceling Original Sheet No. 78)

**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.

(Continued on Sheet No. 79)

**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:

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

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). For POR Application Periods that end after December 31, 2024, such POR Adjustment shall not include Developmental and Implementation Costs (DICs).

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. For POR Application Periods that end after December 31, 2022, such CB Adjustment shall not include Billing System Modifications and Implementation Costs (BSMICs).

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.