

SUPPLIER TERMS AND CONDITIONS

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

*** D. Purchase of Uncollectibles**

*** Availability**

The Purchase of Uncollectibles ("POU") is applicable to Retail Electric Suppliers (RES) of Customers with Demand less than 400 kW in at least eleven of the 12 monthly Billing Periods during the prior calendar year. RES must have completed the registration requirements as stated below, and executed the required POU Services Agreement. RES must be registered with the Company to utilize SBO or dual bill service. Accounts that are eligible for POU must have been supplied by the RES while on SBO or the dual billing option. RES participating in the Company's UCB/POR program are not eligible for this service. Only accounts for service provided under rate classifications DS-1, DS-2, DS-3 (with demands less than 400 kW in at least eleven of the 12 monthly Billing Periods during the prior calendar year), and DS-5 are eligible for POU.

*** Purpose**

The Purchase of Uncollectibles allows RES to receive payment for up to 2 billing cycles worth of Uncollectible Receivables for power and energy service to Customer upon returning Customer to Company for energy service, after RES has made Reasonable Collection Efforts on that account, pursuant to 220 ILCS 5/16-118.

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Definitions

Bad Debt

Bad Debt means a receivable for power and energy service associated with a Customer account that cannot be collected because of the Customer's unwillingness or inability to pay. Such Bad Debt is written off after undertaking Reasonable Collection Efforts.

Purchase of Uncollectible Discount Rate (POU Discount Rate)

POU Discount Rate is a value reflecting a) the Company's experience in collecting Bad Debt of Customers it serves or served, taking into consideration a similar length of time to the Bad Debt becoming an Uncollectible Receivable, and b) start-up and continuing administrative costs associated with Company's purchase of receivables.

Reasonable Collection Efforts

Reasonable Collection Efforts means efforts made by RES are substantially the same as those undertaken by the Company pursuant to 220 ILCS 5/16-111.8.

Uncollectible Receivable

Uncollectible Receivable means 2 billing cycles worth of Bad Debt transferred from the RES to the Company, the age of which must be at least 90 calendar days from the due date on the bill. The amount of Uncollectible Receivable cannot exceed two billing cycles of Bad Debt. [Example: January usage covering Jan 1 – Jan 31, bill date of Feb 2, due date of Feb 23 (21 days for residential), plus 90 days for "Reasonable Collection Efforts", making such receivable eligible as an "Uncollectible Receivable" on May 24.]

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POU Discount Rate

The discount rate shall equal a percentage reduction of 98.2% of the face value of the receivable purchased. Total consideration paid shall equal .018 * (face value of uncollectible account receivable). For example, if a receivable is valued at \$100, the amount paid shall be \$1.80 for said receivable. This discount rate was established pursuant to the Company's historical Bad Debt collection experience.

Annual Reports

If requested, the Company shall prepare an annual report to the Commission Staff that states the total aggregate value of purchased receivables.

POU Business Rules

For a receivable to qualify for POU, the account must be returned to the Company for energy service after the RES has made Reasonable Collection Efforts. The receivables eligible for purchase pursuant to POU must be associated with an active account that is currently taking power and energy supply service from the Company (e.g., Rider BGS or Rider RTP). The RES' final bill due date for the account must have been at least 90 calendar days in the past.

To initiate the purchasing of uncollectibles, the RES must submit a statement to the Company's Credit and Collection Department. The statement shall include the account number(s) in which the RES is seeking POU as well as the POU amount for each account (must consist of supply charges only). The POU amount for a given account may only include the two most recent bill periods, and the final bill must be one of the periods. Bills that are in dispute between the RES and the Customer are not eligible for POU.

Within five business days of receipt of the POU statement from the RES, the Company's Credit and Collection Department will screen the account(s) for POU eligibility. Payments for the POU-eligible account(s) will be made to the RES electronically.

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Additional Terms and Conditions

The Company is not obligated to purchase receivables exceeding \$100,000 in total consideration paid to all program participants in any given calendar year. Additionally, the Company is not obligated to purchase receivables after having purchased 500 total receivables in any given calendar year. To the extent either of the above stated limitations becomes applicable in a calendar year, compensation to participating RES shall be apportioned on a ratable basis. Payments to RES will be processed on a quarterly basis.

If POU payment or transaction limitations are reached, the Company shall notify the Commission's Office of Retail Market Development ("ORMD") and participating RES's.

Nothing in this section shall require the Company to reflect purchased uncollectible accounts on Customer delivery service bills. The Company may issue a separate invoice to delivery service Customers liable for a purchased uncollectible debt, or may contract with a third-party debt collector to undertake collection efforts on its behalf.

Pursuant to 220 ILCS 5/16-118(e), the Company retains the right to impose the same terms on retail Customers returned from RES service associated with these POU provisions with respect to credit and collections, including requests for deposits and the right to disconnect, provided payment is not received for tariffed services or purchased receivables.

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- * RES shall demonstrate to Company that it has undertaken prudent collection efforts, and adhere to all requirements contained in the POU Services Agreement.
- * At the discretion of the Company, partial receivables for Customers with multiple service points under one common account with usage that exceeds 400kW in aggregate demand may qualify for POU transfer to the extent charges related to individual service points are severable and below 400kW.

* **E. Form of Bill**

For RES choosing the SBO, the format of the single bill must conform with the Public Utilities Act ("Act"), i.e., Section 16-118(b), 220 ILCS, 5/16-118(b), and the applicable Commission rules. The RES shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the RES by the Company. The RES shall bill the Company for additional costs actually incurred to perform mailing of such required bill inserts and do so pursuant to a timely sent invoice. The Company shall provide notification of the upcoming bill insert not less than 90 days prior to the commencement of the mailing. The bill insert shall be provided to the RES not less than 60 days prior to the commencement of mailing. The RES shall make best efforts to accommodate all Company inserts. The Company shall make best efforts to minimize the size and weight of the insert. The Company shall adhere to all RES mailing standards, a copy of which the RES shall make available to the Company. Both the RES and Company shall confer in good faith to appropriately provide for all Company bill inserts.

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For RES choosing the UCB/POR Program, the Company shall issue a bill for the monthly billing period for each Retail Customer with respect to which the Company is purchasing the RES' receivables for electric power and energy supply service that includes the necessary applicable electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, identification of the RES and other agreed upon billing information transmitted by the RES. Each such bill will include all information pertaining to supply service as required by 83 Ill. Adm. Code 410.210. The Company shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the Company by the RES. The Company shall bill the RES for additional costs actually incurred to perform mailing of such required bill inserts and do so pursuant to a timely sent invoice. The RES shall provide notification of the upcoming bill insert not less than 90 days prior to the commencement of the mailing. The bill insert shall be provided to the Company not less than 60 days prior to the commencement of mailing. The Company shall make best efforts to accommodate all RES inserts. The RES shall make best efforts to minimize the size and weight of the insert. The RES shall adhere to all Company mailing standards, a copy of which the Company shall make available to the RES. Both the RES and Company shall confer in good faith to appropriately provide for all RES bill inserts.

* **F. Payment Due Date**

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

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

- (2) RES Acting As Payment Guarantor For Customers - A RES acting as the financially responsible party ("SBO Guarantor") for bills rendered by Company shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions. The RES must provide remittance of the total amount due to Company by the due date shown on the bill which shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES.
- (3) UCB/POR Program - The Company will remit payments for undisputed charges due to the RES for electric power and energy supply service provided by the RES to Retail Customers with respect to which the Company purchased accounts receivables. The Company shall provide remittance of the amount due to the RES no later than one day following the customer's bill due date. The Company is not obligated to make payments for receivables associated with Disputed Charges, as defined in the Definitions portion of Section 7.C. of this tariff, billed to a Retail Customer for the RES's electric power and energy supply services. A Retail Customer's claim that it is not able to pay amounts due for the RES's electric power and energy supply service does not constitute Disputed Charges with respect to the Company's obligation to pay for purchased receivables. In the event that a Retail Customer sends payment to the RES for electric power and energy supply service with respect to which the Company purchased the accounts receivable, the RES will forward such payment to the Company within one day.

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*** G. Form of Payment**

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

*** H. Metering Services Providers**

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

8. ELECTRONIC DATA INTERCHANGE

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

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

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9. LOAD PROFILING

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

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

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

10. TECHNICAL AND OPERATIONAL REQUIREMENTS

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

11. SWITCHING

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

A. Letter of Agency

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

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

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

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

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

B. RES and MSP Enrollment Procedures

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

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

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

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

MSPs must serve all meters on an account.

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

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

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

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

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

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

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

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

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

Enrollments shall be effectuated as follows:

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

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

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

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

- (4) Company will reply to the RES with an EDI functional acknowledgement as a notice of receipt of the enrollment DASR.
- (5) After receiving the enrollment DASR, the Company shall send an EDI response to the RES.

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

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

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

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

- (7) If the Customer is currently receiving power and energy from a RES and the Customer enrolls to a new RES, then the Company will notify the current RES of the account's drop effective date.
- (8) If an enrollment DASR or drop DASR is rejected, notice of rejection will be sent to the Supplier along with a reason code. Reasons for rejecting an enrollment DASR or drop DASR include the following.
- (a) Required information missing;
 - (b) Account not found;
 - (c) Account not eligible;
 - (d) Requested enrollment or drop effective date is more than 45 days from the date the DASR was processed;
 - (e) Not first in – Account already has a pending enrollment;
 - (f) Customer's account was terminated;

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- (g) Account exists but is not active;
 - (h) Duplicate request received;
 - (i) RES not certified to provide the requested service;
 - (j) Cannot identify RES' DUNS or DUNS+4;
 - (k) Account does not qualify for requested billing option;
 - (l) RES not authorized to utilize requested billing option;
 - (m) Invalid Commercial Pricing Node (CPNode) requested.
- (9) For both Mass Market and non-Mass Market accounts, a RES may rescind a pending enrollment and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle enrollment) or the requested enrollment effective date (for an off-cycle enrollment).
- (10) The Company shall accept and process the first valid enrollment DASR that it receives for an account or service point for a particular enrollment effective date. The Company shall reject any subsequent conflicting enrollment DASR it receives for the same enrollment effective date. The Company shall reject such subsequent enrollment DASR or DASRs without notifying the Customer.
- (11) An eligible Customer may switch its MSP. The new MSP shall make the switch on behalf of the Customer by the submittal of a DASR to the Company. The MSP shall submit the DASR as required in this Tariff. All DASRs must be in EDI format. The switch shall not be made in any other manner than through a DASR submitted by the MSP. The Company shall rely on the representation made by the MSP on the DASR that the Customer has selected the MSP as its new Supplier of Metering Services.

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

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

C. RES and MSP Drop Procedures

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

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

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

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

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

If the drop is off-cycle and no effective date is specified in the off-cycle drop DASR, then the drop will be rejected.

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

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

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

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

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

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D. Termination of Service to a RES or MSP

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

12. DISPUTE RESOLUTION

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

13. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

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

B. Confidential Data – Non-disclosure

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

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

C. Commission Jurisdiction

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

D. Liability

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

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

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

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

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

E. Supplier Indemnification of Company

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

F. Release of Customer Information to RES

(1) Customer Specific Information.

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

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(2) Ongoing Usage Information.

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

(3) Customer Specific Billing Information.

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

(4) No Release of Information.

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

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(5) Customer Information Center.

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

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

(6) Meter Attribute Information.

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

(7) Nondiscriminatory Provision of Information.

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

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