

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

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

REBUTTAL TESTIMONY OF TIMOTHY LOCASCIO  
ON BEHALF OF THE RETAIL ENERGY SUPPLY ASSOCIATION

1 I. INTRODUCTION

2

3 A. Witness Identification

4

5 Q. Please state your name and business address.

6 A. My name is Timothy LoCascio. My business address is 1901 West Cypress Creek Road,  
7 Suite 600, Fort Lauderdale, Florida, 33309.

8 Q. By whom are employed and in what capacity?

9 A. I am employed by the retail energy supplier, Liberty Power, as the Manager of  
10 Regulatory Affairs.

11 Q. On whose behalf are you offering rebuttal testimony in this proceeding?

OFFICIAL FILE

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

RESA Exhibit No. 1.0

Witness  
Date 8/1/10 Permitter RS

12 A. On behalf of the Retail Energy Supply Association, better known as RESA.

13 Q. **Please describe the operations of RESA.**

14 A. The Retail Energy Supply Association is a broad and diverse group of retail energy  
15 suppliers who share the common vision that competitive retail energy markets deliver a more  
16 efficient, customer-oriented outcome than a regulated utility structure. RESA is devoted to  
17 working with all stakeholders to promote vibrant and sustainable competitive retail energy  
18 markets for residential, commercial and industrial consumers. RESA's members include  
19 ConEdison *Solutions*; Constellation NewEnergy, Inc.; Direct Energy Services, LLC; Energy Plus  
20 Holdings LLC, Exelon Energy Company; GDF SUEZ Energy Resources NA, Inc.; Gexa Energy;  
21 Green Mountain Energy Company; Hess Corporation; Integrys Energy Services, Inc.; Just  
22 Energy; Liberty Power; and, Sempra Energy Solutions LLC. This Rebuttal Testimony represents  
23 the position of RESA as an organization but may not represent the views of any particular  
24 member of RESA.

25 Q. **Please outline your educational and business experience.**

26 A. I received a Bachelor of Arts degree in Business Administration at the University of  
27 Florida in 2004. I received a Master of Arts degree in International Business from the University  
28 of Florida in 2005. I started working within the restructured energy industry three years ago at  
29 Liberty Power. I've performed a variety of roles and responsibilities at Liberty; most relevant  
30 would be my focus on regulatory matters during the past two and one-half years as both a  
31 Regulatory Affairs Analyst and now Manager.

32 Q. **Have you previously testified before the Illinois Commerce Commission**  
33 **("Commission")?**

34 A. No.

35 B. Purpose, Scope and Identification of Exhibits

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

37 A. The purpose of my rebuttal testimony is to respond on behalf of RESA to issues  
38 discussed by other parties, including: 1) Commonwealth Edison Company's ("ComEd")'s  
39 proposed switching rules; 2) ComEd's proposed April 1, 2011 implementation date; and, 3) the  
40 per-bill fee to collect implementation costs for the Purchase of Receivables and Utility  
41 Consolidated Billing ("POR/UCB") program.

42 Q. **Would you please summarize your rebuttal testimony in this proceeding?**

43 A. In summary, RESA believes ComEd's proposed 18-day customer rescission window is  
44 excessive and, instead, a 10-day DASR rescission period is both more appropriate and is more  
45 consistent with pending consumer protections. Additionally, RESA does not support ComEd  
46 delaying the implementation of its POR/UCB program until April 1, 2011 since that could cause  
47 a delay in the development of active competition for residential and small commercial customers.  
48 Lastly, as a signatory to the Memorandum of Understanding among several parties, RESA  
49 supports ComEd recovering its implementation costs through a \$.50 per-bill fee for all customer  
50 types, however, RESA, if all signatories to the Memorandum of Understanding agree, would not  
51 oppose a comparable charge applied as a percentage for residential and watt-hour customers,  
52 provided that such fee remains fixed for a limited time period, to provided needed market  
53 stability during the roll-out of this new and important market in Illinois.

54 II. SWITCHING RULES

55 **Q. In his Rebuttal Testimony, Mr. Garcia states that ComEd opposes Staff's**  
56 **recommendation that ComEd's proposed tariff revisions to the switching rules for**  
57 **residential and non-residential customers less than 100 kW contained in Rate BES, Rate**  
58 **BESH, Rate RDS, Rate RESS, and Rate MSPS be rejected in this proceeding, in light of the**  
59 **pending proceeding in Ill. C. C. Docket 09-0592, the Commission's rulemaking proceeding**  
60 **regarding the adoption of 83 Ill. Admin. Code Part 412 (ComEd Ex. 3.0, pp. 25-27). What**  
61 **is RESA's position on this matter?**

62 **A. RESA recommends that the Commission reject ComEd's proposed tariff language**  
63 **regarding the ability of a customer to rescind (or cancel) a pending enrollment as well as related**  
64 **language providing for an extended enrollment waiting period. RESA agrees, in general, with**  
65 **Staff's position that these issues should not be resolved in this proceeding. ComEd's tariff**  
66 **language unnecessarily prejudices issues that are separately being addressed in a comprehensive**  
67 **rulemaking proceeding to adopt rules in 83 Ill. Admin. Code Part 412, Ill. C. C. Docket 09-0592.**

68 **Q. In his Rebuttal Testimony, Mr. Garcia claims that "Docket 09-0592 does not have a**  
69 **set end date; rulemakings are generally lengthy proceedings; and therefore, it is**  
70 **conceivable that an order may not be entered in the Part 412 rulemaking proceeding until**  
71 **long after an order is entered in this proceeding" (ComEd Ex. 3.0, p. 26). Is Mr. Garcia's**  
72 **claim correct?**

73 **A. No. The Administrative Law Judge has set a schedule in Docket No. 09-0592 designed**  
74 **to allow the Commission to enter an order authorizing the submission of proposed rules to the**  
75 **Illinois General Assembly's Joint Committee on Administrative Rules for its November 2010**  
76 **session, in order to be able to adopt a rule by December 17, 2010, one year from the initial**

77 publication of proposed rules in the Illinois Register. The “drop dead” date in the instant  
78 proceeding is December 18, 2010. Thus, there is no reason to establish separate provisions in  
79 this proceeding for ComEd when 83 Ill. Admin. Code Part 412 will be in place before or soon  
80 after an order is entered in this proceeding.

81 **Q. What specific tariff language does RESA oppose?**

82 **A. ComEd proposes establishing a new segregation of customers based on peak demand.**  
83 **Essentially, customers are broken into two groups: residential customers and non-residential**  
84 **customers below 100 kW peak demand, and all other customers above 100 kW peak demand. A**  
85 **different set of enrollment and rescission rules would apply to each group because customers**  
86 **with lower usage generally need greater consumer protection provisions. The tariff language in**  
87 **question is first presented in ComEd Ex 1.5, proposed 1<sup>st</sup> revised sheet No. 26.**

88 **ComEd’s proposed language change provides for a new 18-day waiting period for enrollments**  
89 **for customers below ComEd’s 100 kW breakpoint. Similar language applying the same**  
90 **segregation of customers appears at 1<sup>st</sup> Revised Sheet No. 44.**

91 **Additionally, RESA opposes the new rescission language presented on 1<sup>st</sup> Revised Sheet no. 27.**

92 **This language provides customers, below 100 kW, with the ability to rescind a pending**  
93 **enrollment request provided that they contact ComEd at least 5 days prior to the enrollment**  
94 **effective date.**

95 **Q. How is ComEd’s proposed customer switching language different from the**  
96 **enrollment rules applicable today?**

97 A. Currently, a Retail Electric Supplier (“RES”) must submit an enrollment request at least 7  
98 days prior to the customer’s next scheduled meter read date. For residential customers and non-  
99 residential customers below 100 kW, ComEd’s new language extends this 7-day minimum  
100 requirement to 18 days. Additionally, ComEd’s current enrollment rules allow all non-  
101 residential customers the opportunity to enroll with a RES on a date other than the next  
102 scheduled meter read date, known commonly as an “off-cycle” switch, for a fee. ComEd’s new  
103 language effectively eliminates the right to an off-cycle switch for all customers below the 100  
104 kW breakpoint. Finally, ComEd’s proposed tariff change would now allow customers below  
105 100 kW to contact ComEd to rescind an enrollment before it takes place, whereas, currently,  
106 only a RES has the ability to rescind, or cancel, enrollment contract with the RES.

107 **Q. Please explain why ComEd’s proposed language is problematic.**

108 A. First of all, ComEd’s proposed language predetermines issues that are being addressed in  
109 a comprehensive rulemaking proceeding. ComEd’s proposed 18-day enrollment waiting period  
110 assumes that the Part 412 proceeding will result in a new 10-day right of rescission for certain  
111 customers to rescind a contract with a RES. However, it should be noted that a number of issues  
112 related to rescission rights remain unresolved in the Part 412 proceeding.

113 Approving ComEd’s language as proposed would generate additional uncertainty for RESs by  
114 introducing a new set of enrollment rules that could be changed as soon as the Part 412  
115 proceeding concludes, assuming that the order in this proceeding precedes the adoption of final  
116 rules in Docket No. 09-0592, the Part 412 proceeding.

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

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

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

133 **Q. But isn't an extended enrollment waiting period necessary if Part 412 results in a**  
134 **mandatory rescission period for customers?**

135 **A. No. The operational issues of processing enrollments need not be tied to the issue of**  
136 **providing consumer protections via a rescission period. The concept of a rescission really means**  
137 **providing customers with the ability to get out of a contract without an early termination fee for a**  
138 **certain period of time. The most logical way to implement such a consumer right is, for this**  
139 **minimum amount of time – the rescission period, to be tied to the date that the customer enters**  
140 **into the contract, and not related to the processing of the enrollment request. RESA understands**

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

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

164 customer would receive notification on or about August 5 to exercise their 10-day right of  
165 rescission within the next 7 days. Presumably, the rescission period is ten days to account for  
166 this processing and mailing time – which is why it is so much longer than many other markets,  
167 such as New York, Texas, and even Illinois (see 83 Ill. Admin. Code Section 453.40(a)(4)). On  
168 the other hand, ComEd believes the rescission timeline needs to be expanded to account for these  
169 operational delays, which is why, in its opinion a 10-day rescission period effectively results in  
170 an 18-day rescission period. RESA disagrees and is concerned about the risk premiums that  
171 would be applicable if RESA's proposals are not accepted. Using another example, if a RES  
172 were not allowed to submit enrollments with future-start dates, a RES would contract with a  
173 customer on August 1, 2010 for a January 2011 start date. A RES would then not be able to  
174 submit the enrollment request to the utility until 45 days prior to January 1, 2011, or November  
175 17, 2010. Then, assuming the utility took up to 5 days to process the enrollment request, the  
176 rescission period would not trigger until November 22, 2010, and essentially provides the  
177 customer with a 4-month rescission period. RESA finds this timeline unacceptable because, as  
178 explained more fully below, with respect to rescission period time length, additional time  
179 increases costs to the consumer.

180 **Q. Please explain why RESA opposes ComEd's proposal to apply rescission or**  
181 **enrollment rules based on a 100 kW threshold.**

182 **A. In general, RESA has no objection to providing customers of a certain size with an early**  
183 **termination fee-free cancellation, or rescission period. RESA has not objected to a 10-day right**  
184 **of rescission for residential and small commercial customers as defined in Section 16-102 of the**  
185 **Public Utilities Act: "Small commercial retail customer" means those nonresidential retail**  
186 **customers of an electric utility consuming 15,000 kilowatt-hours or less of electricity annually in**

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

200 **Q. What about the argument that ComEd's tariff language has no bearing in the**  
201 **ultimate contractual relationship between the supplier and the customer?**

202 Some may argue that it doesn't matter if ComEd's language applies rescission processes and  
203 enrollment rules to a different segmentation of customers than the Part 412 rulemaking.

204 Essentially, under this argument some may claim that ComEd's tariff language has no bearing on  
205 the ultimate applicability of a rescission period. For example, it is my understanding that  
206 ComEd believes that its tariff language merely deals with the operational rules: the waiting  
207 period for enrollments, the issuance of letters to customers to confirm their selection of a RES,  
208 and providing ComEd with the ability to rescind a DASR (but not the ultimate contractual  
209 obligations between customer and supplier). Under this line of reasoning, a customer between

210 15,000 kWh and 100 kW would still be free to contact ComEd to process a DASR cancellation,  
211 but the customer could still be subject to damages under the specific terms and conditions of its  
212 agreement with the RES. This argument does not adequately address RESA's concerns. If  
213 ComEd applies the 100 kW threshold in its enrollment waiting period and rescission processes,  
214 this will lead to significant customer confusion. Customers between 15,000 kWh and 100 kW  
215 will still receive a letter from ComEd describing a 10-day rescission period. This will cause  
216 customers to believe that they can rescind their enrollment with the RES without consequence.  
217 Even if the letter includes language clarifying the applicability of the ultimate Part 412 rescission  
218 rules, the application of two different customer segmentation approaches (15,000 kWh under 83  
219 Ill. Admin. Code Part 412, and 100 kW under ComEd's tariffs) will inevitably create substantial  
220 customer confusion.

221 **Q. What is RESA's proposal on this issue?**

222 **A. ComEd's language dealing with the extended enrollment period and the rescission**  
223 **process should be rejected. ComEd should retain the existing procedures dealing with**  
224 **enrollments. ComEd would be free to submit new tariff language, if necessary, upon conclusion**  
225 **of the Part 412 proceeding. That being said, RESA does not want the implementation of**  
226 **POR/UCB in ComEd to be further delayed, which ComEd has indicated would occur. I will**  
227 **address this matter later in my testimony.**

228 **Q. In his Rebuttal Testimony, Mr. Garcia, in defense of ComEd's proposed revisions to**  
229 **switching rules claims that the Commission "Staff fails to recognize that these revisions are**  
230 **technically compliant with the competing versions of the proposed rule, including Staff's**  
231 **own proposal" (ComEd Ex. 3.0, p. 25). Do you agree with Mr. Garcia's claim?**

232 A. No, I disagree with that claim, as I have stated in detail above. Simply put, Staff's  
233 proposed rule provides a right of rescission, or a period of time to cancel a pending enrollment  
234 without early termination fees applying, of 10 days after the utility processes the enrollment  
235 request for residential and small commercial customers with aggregated annual usage up to  
236 15,000 kWh. ComEd's proposal appears to apply an 18-day right of rescission to residential  
237 customers and commercial customers with demands up to 100 kW. Obviously, both the number  
238 of days and the scope of the rescission go beyond Staff's proposal and therefore is inconsistent  
239 with the proposed rule.

240 Q. In his Rebuttal Testimony, Mr. Garcia makes reference to ComEd's good faith  
241 discussions in implementation of PORCB (ComEd Ex. 3.0, p. 26). Has RESA ever agreed  
242 that the 18-day rescission period is acceptable?

243 A. No, not to my knowledge.

244 Q. What is the specific concern with ComEd's definition of the mass market as being  
245 residential customers and non-residential customers with a 30 minute demand for electric  
246 power and energy of less than 100 kW?

247 A. Electricity is a volatile commodity for which prices can change every 15 minutes. Most  
248 RESs are not speculators and have prudent hedging and risk strategies. The ability for a  
249 customer to cancel a contract without exit fees represents a risk and cost of doing business to the  
250 supplier. If upon execution of contract, a RES pre-purchases the energy for the customer's term,  
251 and then the customer cancels, during the rescission period, there is a risk of unrecoverable  
252 damages to the RES if market prices declined in the interim. If a RES does not lock-in or hedge  
253 the customer's load until after the rescission period has ended, that open position also carries

254 substantial risk. A RES must reflect this increased risk and increased cost in its price offerings to  
255 all customers. There is a cost related to the ability of customers to rescind their contractual  
256 obligations with a RES and that cost must be made part of the cost of service to all customers to  
257 whom this right is extended, whether or not they eventually exercise that right.

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

271 **III. START-UP DATE**

272 **Q. Mr. Garcia and Mr. John Mittelbrun state that failure to adopt the switching rules**  
273 **proposed by ComEd in this proceeding would result in a delay in the “go live” date for**  
274 **operations under Rider PORCB. ComEd Ex. 3.0, pp. 26-27; ComEd Ex. 4.0, pp. 10-11.**  
275 **Accordingly, ComEd has proposed to change the Availability provision of Rider PORCB**

276 from December 1, 2010 to “no later than April 1, 2011”. Is a delay to April 1, 2011  
277 acceptable to RESA?

278 A. No, RESA wishes to avoid any further delays. I would note that the Ameren  
279 Illinois Utilities (AmerenCILCO, AmerenCIPS, and AmerenIP) adopted tariffs providing for  
280 POR/UCB almost one year ago.

281 Q. In your opinion, has Mr. Mittelbrun explained the need for a four-month delay in  
282 the implementation of Rider PORCB?

283 A. No. Why any potential “change” would require a delay has not been adequately  
284 explained. ComEd’s position appears based on the assumption that it must implement an  
285 extended waiting period for enrollments in order to implement the rescission period  
286 contemplated in Part 412. However, as discussed earlier, there is no compelling reason why any  
287 consumer protection rescission period should be tied to the utility’s receipt of the electronic  
288 enrollment request. As detailed earlier, it is much more appropriate for the rescission period to  
289 commence once the customer executes the contract with the RES. RESA acknowledges some of  
290 the difficulties tying the rescission timeline to contract execution. RESA’s alternative proposal,  
291 while it still technically relies on the utility’s acceptance of an enrollment request (regardless of  
292 when the contract was executed), allows for the least possible gap between the contract  
293 execution date and the utility’s acceptance of the enrollment request. I also recognize that some  
294 parties may want to rely on the utility to issue the letters describing the rescission period, and  
295 may want to give the customer the ability to contact the utility to exercise its right to rescind  
296 within the specified time frame. This can be accomplished without creating an extended waiting  
297 period for enrollments and without the need for the Commission to approve the tariff language

298 proposed by ComEd in this proceeding. Essentially, as I've already discussed, ComEd could  
299 implement a process where suppliers could submit the enrollment request as soon as the contract  
300 is executed, while specifying the service start date in the transaction.

301 IV. DISCOUNT RATE

302 **Q. In his Rebuttal Testimony, Mr. Garcia explains why ComEd does not accept the**  
303 **Commission Staff's proposal to recover start-up and administrative costs through a 0.68%**  
304 **charge based on the receivables purchased (ComEd Ex. 3.0, pp. 7-14). What is RESA's**  
305 **position on this matter?**

306 **A. RESA is a party to the Memorandum of Understanding which calls for the application of**  
307 **a fifty-cent per bill fee to all customers. It is RESA's intent to honor the Memorandum of**  
308 **Understanding, however if all parties to the Memorandum of Understanding were amenable to**  
309 **applying a 0.68% charge to residential customers only, and maintain the fifty-cent per bill fee for**  
310 **non-residential customers, RESA would not oppose this change. However, this non-opposition**  
311 **is conditioned on the understanding that the 0.68% discount rate would not change for a**  
312 **reasonable length of time -- at least 3 years.**

313 CONCLUSION

314 **Q. Would you please make any concluding remarks?**

315 **A. For all of the reasons stated above, the Commission should accept Staff's position that**  
316 **switching rules and rescission rights should be addressed in Docket No. 09-0592, not in this**  
317 **proceeding; the Commission should direct ComEd to implement Rider PORCB in December**

318 2010; and the Commission should approve the discount rate and per-bill fee supported by the  
319 Memorandum of Understanding entered into by ComEd, RESA and ICEA.

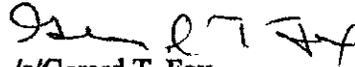
320 **Q. Does this conclude your rebuttal testimony?**

321 **A. Yes, it does.**

**NOTICE OF FILING**

Please take note that on August 4, 2010, I caused to be filed via e-docket with the Chief Clerk of the Illinois Commerce Commission, the attached Rebuttal Testimony of Timothy LoCascio on behalf of the Retail Energy Supply Association in this proceeding, ILL. C. C. Docket 09-0592.

Dated: August 4, 2010

  
/s/ Gerard T. Fox  
Gerard T. Fox

**CERTIFICATE OF SERVICE**

I, Gerard T. Fox, certify that I caused to be served copies of the foregoing Rebuttal Testimony of Timothy LoCascio on behalf of the Retail Energy Supply Association upon the parties on the service list maintained on the Illinois Commerce Commission's eDocket system in ILL. C. C. Docket 09-0592 via electronic delivery on August 4, 2010.

  
/s/ Gerard T. Fox  
Gerard T. Fox