

**The People of the State of Illinois'**  
**Responses to Commonwealth Edison Company's**  
**Second Set of Data Requests**  
**ICC Docket No. 13-0495**

ComEd → AG 2.03 Please explain whether, and if so how, Mr. Mosenthal's direct testimony (e.g., page 17, lines 13-18; page 21, lines 6-10; page 23, lines 18-23) took into account the Commission's order in Docket No. 10-0570 regarding the application of banked savings to Plan Year 6.

**Response:** The Commission Order in Docket No. 10-0570 approved a settlement between parties that applied specifically to PY4-6. Therefore, Mr. Mosenthal's Direct Testimony did not explicitly consider it. As noted in Mr. Mosenthal's Direct Testimony, it is his opinion that banking should not be permitted between three-year plan filings. However, Mr. Mosenthal notes that the Order in Docket No. 10-0570 at page 54 requires that if the sum of available banked savings plus planned modified savings goals does not exceed unmodified statutory goals, then any available banked savings would be added to the modified goals. Effectively, this is Mr. Mosenthal's second, but less preferred recommendation in his Direct Testimony (p. 23, lines 10-23).

**OFFICIAL FILE**

I.C.C. DOCKET NO. 13-0495

ComEd Cross Exhibit No. 2

Witness \_\_\_\_\_

Date 12-4-13 Reporter CAM

**The People of the State of Illinois’  
Responses to  
Commonwealth Edison Company’s  
Second Set of Data Requests  
ICC Docket No. 13-0495**

ComEd → AG 2.05 Please explain in detail how Mr. Mosenthal reconciles his “preferred option,” stated in his direct testimony (on page 20, lines 17-22), that CFL carry-forward “across plan periods” should be eliminated with the language and methodology outlined in the Commission-approved IL-TRM concerning CFL carry-forward.

**Response:** Mr. Mosenthal acknowledges that if the Commission ordered his “preferred option” this would trigger a need to modify the current TRM concerning CFL carry-forward, just as he noted ComEd would need to do so to count CFL carry-forward the way it has in its Plan (Mr. Mosenthal Direct Testimony p. 19, ll. 6-8).

**The People of the State of Illinois'**  
**Responses to**  
**Commonwealth Edison Company's**  
**Second Set of Data Requests**  
**ICC Docket No. 13-0495**

ComEd → AG 2.06 On page 18, lines 3-8 of his direct testimony, Mr. Mosenthal states that 69.5% of CFLs are installed in the first year after purchase, 15.4% of CFLs are installed in the second year after purchase, and 13.1% of CFLs are installed in the third year after purchase. Is it the AG's position that the CFL in-service rates in Version 2.0 of the IL-TRM will be applicable for Plan Years 7, 8, and 9, irrespective of any changes in future versions of the IL-TRM? If not, please explain in detail.

Response: No. The AG does not contend that future changes, including annual updates, to the IL-TRM would not apply during PY 7, 8 and 9.

**The People of the State of Illinois’  
Responses to  
Commonwealth Edison Company’s  
Second Set of Data Requests  
ICC Docket No. 13-0495**

ComEd → AG 2.09 On page 32, lines 24-25, and page 33, lines 7 and 14 of his direct testimony, Mr. Mosenthal refers to a SAG “consensus.” Please define exactly what would constitute a SAG “consensus.” If a consensus requires 100% agreement of the SAG, is it Mr. Mosenthal’s proposal that one party in the SAG always can always prevent a consensus from occurring?

**Response:** Consensus would constitute full agreement of all voting parties, as indicated in AG Exhibit 1.1.