



**Retail Electric Supplier
Single Bill Option Agreement**

This Single Bill Option Agreement (“Agreement”) is made as of _____ (date), entered into by and between Ameren Services Company (“Company”), a Missouri corporation, as agent for Ameren Illinois Company and _____ (company name) (RES), a _____ (state) corporation. From time to time Company and RES may be referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, Illinois law requires that electric utilities provide delivery services to Retail Electric Suppliers (RESs); and

WHEREAS, Ameren Illinois Company is an electric utility and has filed its respective Retail Electric Supplier Terms and Conditions Tariffs and Delivery Services General Terms and Conditions (collectively referred to as DS Tariffs) with the Illinois Commerce Commission (the “Commission”).

WHEREAS, the Parties now desire to set forth the terms and conditions whereby a RES may issue a single bill (“Single Bill”) to a retail electric customer (“Customer”) for both the services provided by the RES and the delivery services of Ameren Illinois Company to Customers in the Ameren Illinois Company service territory under the Ameren Illinois Company’s DS Tariffs; and

WHEREAS, Ameren Services Company is authorized to act as agent for Ameren Illinois Company in providing service under their respective DS Tariffs;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree to the following:

Section 1. General

- 1.1 The Parties named herein are bound by the terms and conditions set forth herein as well as by the terms and conditions of the DS Tariffs. The terms and conditions of the DS Tariffs, including all definitions contained therein, are fully incorporated herein and made a part hereof for all purposes. In the event of any conflict between this Agreement and the DS Tariffs, the terms of the DS Tariffs shall govern.

- 1.2 The RES has affirmatively designated its intent to provide Single Bill services in its Application for Certificate of Service Authority under Section 16-115 of the Public Utilities Act.
- 1.3 The RES must designate in Section 10 of this agreement which Single Bill Option it will elect. Once the RES designates the Single Bill Option by completing Section 10 hereof, the RES may designate individual Customers as Single Bill accounts. The RES may choose to do Single Bill for a given customer only if the RES is serving one hundred percent (100%) of that Customer's load.
- 1.4 *Form of Bill.* 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. Each bill to retail customers will identify Ameren Illinois Company as the utility providing the delivery services and a listing of the charges applicable to such services. The Company will provide, and the RES is required to include on the bill, a line item describing the Customer's Single Bill Option billing credit. The RES shall include in the bill any bill insert required by the Commission or other regulatory body and provided to the RES by the Company. The Company will credit the RES in an amount equal to the additional postage costs actually incurred by the RES to mail such required bill inserts.
- 1.5 The RES has complied with the terms of and meets the minimum requirements for Credit Security as is outlined in the RES Handbook and the DS Tariffs, and is not subject to any claim or action in bankruptcy. These requirements are as set forth in 83 Illinois Administrative Code Section 451.510 which includes a demonstration of creditworthiness in one of the four following ways: (a) posting and maintaining a bond in favor of the Company for an amount equal to 15% of a good faith estimate of the total amount RES expects to remit annually under Single Bill to be updated quarterly; (b) delivering an irrevocable letter of credit in favor of the Company for an amount equal to 15% of a good faith estimate of the total amount RES expects to remit annually under Single Bill to be updated quarterly; (c) maintaining at least two of the commercial paper ratings of financial institutions as required under Commission rules; or (d) unconditionally guaranteeing, by an affiliate of RES, the obligations of RES to the Company.
- 1.6 For a RES utilizing SBO as a Guarantor, the RES must provide remittance of net payment for each account on this billing option to the Company. Such remittance must be received and processed by the Company no later than each account's bill due date. When sending the electronic payment transaction (EDI 820), the RES must allow for the time it takes for such payment to reach the Company. The RES selecting this SBO option understands that the Company processes such EDI 820 payment transactions only once each Company business day per the schedule outlined in the RES Handbook.

- 1.7 *Form of Payment.* All remittance of payment due the Company under the Single Bill Option shall be made via electronic funds transfer in accordance with the EDI Trading Partner Agreement signed by the parties hereto. 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. Payment remitted by electronic means shall be considered received as of the date the funds are electronically deposited to the Company's account.

Section 2. Term

- 2.1 The term of this agreement shall commence on the date of the execution by both Parties hereto and shall terminate on the earlier of the following:
- 2.1.1 The effective date of any termination of the right of the RES to provide energy services in the state of Illinois by the Commission.
 - 2.1.2 The date the RES terminates this Agreement by providing the Company thirty days written notice.
 - 2.1.3 The date Company suspends service to the RES pursuant to the provisions of the DS Tariffs.
- 2.2 Notwithstanding the foregoing, Single Bill services under this Agreement shall not commence until the later of the following:
- 2.2.1 The date that the RES complies with the credit requirements established by the Company pursuant to the DS Tariffs.
 - 2.2.2 The date that any other registration or agreement required to be in place pursuant to the DS Tariffs becomes effective.

Section 3. Liability and Indemnification

- 3.1 Ameren Illinois Company shall endeavor at all times to provide regular and uninterrupted Delivery Service under the DS Tariffs, but in case such services shall be interrupted, irregular or defective or fail, for causes beyond the Ameren Illinois Company's control, neither the Ameren Illinois Company nor the Company shall be liable therefor.

- 3.2 The RES shall indemnify, defend and hold Company and Ameren Illinois 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 RES' delivery or non-delivery of energy services to its Customers, including but not limited to any such claims and actions relating to the disconnection of service for the RES' failure to deliver energy services.

Section 4. Assignment and Delegation

Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except for good faith concerns of a Party, such as the creditworthiness of a proposed assignee. No consent shall be necessary for an assignment to a successor in the operation of a substantial portion of its Illinois properties by reason of a reorganization, merger, consolidation, sale or foreclosure. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 4 shall be void.

Section 5. Entire Agreement

This Agreement consists of, in its entirety, this Single Bill Option Agreement and the DS Tariffs. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 6. Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 7. Notices

7.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid or certified mail, (c) facsimile, or (d) Federal Express or similar overnight courier delivery. Such notices shall be provided as follows:

For notice to Ameren: Ameren Services Company
Attn.: Transmission Services Business Center

By US Mail: P.O. Box 66149, MC 635
St. Louis, MO 63166-6149

By Courier: 1901 Chouteau Avenue, MC 635
St. Louis, MO 63103

Phone: 888.AMEREN1
Fax: 314.206.0600
E- mail: tsbc@ameren.com

For notice to the RES:

Company Name: _____

Attn: _____

Mailing Address: _____

Delivery Address: _____

Phone: _____
Fax: _____
E-mail: _____

- 7.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

Section 8. Miscellaneous

- 8.1 *Waiver.* Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 8.2 *Dispute Resolution.* In the event of a dispute in regard to the terms or application of the DS Tariffs the Parties may choose to use the Alternative Dispute Resolution procedures contained in the Company's RES Handbook.
- 8.3 *Applicable Law and Venue.* This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of Illinois. Except for matters and disputes with respect to which the Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the state courts located in Illinois and federal courts where appropriate, shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
- 8.4 *Not a Joint Venture.* The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 9 Description of Single Bill Options

- 9.1 *Options.* A RES may elect to issue a single bill to its retail customer for both the services provided by the RES and for delivery services rendered by Ameren Illinois Company. The RES electing to offer the Single Bill Option must elect to become either:
- 9.1.1 Financially responsible for all delivery services bills rendered by Company for the accounts of RES Customers ("Single Bill Option Guarantor") on payment due date; or

- 9.1.2 A payment agent for delivery services Customers (“Single Bill Option Agent”), requiring the RES to forward to Company any payments received from its Customers for delivery services. The Customer retains ultimate financial responsibility to Company for the delivery services bill.
- 9.2 *Single Bill Option Guarantor Specific Terms and Conditions.*
- 9.2.1 The Company shall consider any failure of a RES electing to be a Single Bill Option Guarantor to make payment of any bill that is collected or uncollected from a Customer to Company by payment due date to be in breach of the RES Tariff Service Agreement pursuant to the DS Tariffs and the RES's election to do Single Bill may be terminated immediately. In such instances, the Company shall not initiate any action against the Customer, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges.
- 9.2.2 A RES electing to be a Single Bill Option Guarantor shall receive a credit from Company for each account designated as a Single Bill Option account by the RES as specified in the DS Tariffs. The credit will be reflected on the monthly bill rendered by Company to the RES.
- 9.3 *SBO Agent Specific Terms and Conditions.*
- 9.3.1 The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as a Single Bill Option Agent as an act or failure of its Customer. The Company may enforce the terms of the DS Tariffs against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer.
- 9.3.2 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 Delivery Services provided under the DS Tariffs. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under the DS Tariffs for the Customer's failure or the RES's failure to comply with the DS Tariffs.
- 9.3.3 Any partial payments received by the RES shall first be used to pay the Company for Ameren Illinois Company’s Delivery Services to the extent of the partial payment.
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Section 10. Designation of Single Bill Option

The RES has chosen the Single Bill Option it will offer its Customers by placing an X before the option. This Single Bill Option will be in effect for the duration of this Agreement or until the RES provides 30 days advance written notice of its desire to offer a different option to its Customers.

___ SBO Guarantor ___ SBO Agent

The Parties have executed this Agreement on the dates indicated below.

On Behalf of Company

Signature: _____

Printed Name: _____

Title: _____

Date: _____

On Behalf of RES

Signature: _____

Printed Name: _____

Title: _____

Date: _____