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C. C. DOCKET NO. 12-0296

Perry Exhibit No. 2

Witness _____

Date 8-9-12 Reporter CB

ILLINOIS COMMERCE COMMISSION

DOCKET NO. 12-0296

FINAL REBUTTAL TESTIMONY

TO AMEREN ILLINOIS COMPANY

**SUBMITTED BY COMPLAINANTS'
STEVE AND LINDA PERRY**

JULY 18, 2012

**ILLINOIS COMMERCE COMMISSION
DOCKET No. 12-0296**

FINAL REBUTTAL

SUBMITTED BY STEVE AND LINDA PERRY

The complainants have read the testimony of Ameren representative Andrea M. Begner and respectfully disagree with several responses made in her deposition. Paragraph 7, beginning with Line 39, (to paraphrase) states, that at all times, someone must take responsibility for bill payment under the Landlord Leave-On Agreement. Using a seamless system to automatically transfer utilities back to the Landlord has been exposed as unrealistic. In actuality, a certain percentage of renters are irresponsible, unscrupulous, and highly mobile. This is true despite careful and detailed background checks of all tenants. This case has revealed that the complainants were un-fairly required to pay approximately one month of their tenant's bill due to the Leave-On Agreement. Without notice, the complainant's were incapable of intervening in order to avert this from occurring.

Line 49 states that "Ameren is not a party to the lease agreement" thereby negating any responsibility to abide by it. Could it not be argued that the landlords are not a party to your contractual agreement with the tenant and therefore are not required to pay for usage not attributed to us? We do not provide utility service and therefore should not be responsible for services unbeknownst to us.

We appreciate the fact that a new proposal is being considered. However, Paragraph 9, Line 52, (paraphrased) states that a new proposal, Part 280.35 in Docket 07-0603 to provide notice to Landlords may not have been effective in this case since notice is provided after the switch. The complainants take issue with this assertion since it's speculative. If notice was given in a reasonable time period after the February 6, 2012 utility request, chances are that some type of action could have resulted in a more equitable outcome. Although the amount in question is relatively minor, during peak heating or cooling seasons, charges could have been substantial.

Finally, Paragraph 10, Line 66 (paraphrased) states that there is no reason to provide a refund since power was delivered to the property. Albeit that this is true, this premise is flawed in our assessment. Whomever is using the power is the party that should be paying for them. It remains the contention of the complainants that Ameren Illinois does have a duty and responsibility under the Leave-On Agreement to notify property owners when tenants take utilities out of their name. We believe we have demonstrated that the existing policy is conducive to abuse and fraud and the new policy should have been in place. The complainant's request for reimbursement of \$102.65 remains in effect as well as our hope for favorable consideration by the Illinois Commerce Commission's in implementing Part 280.35 in Docket 07-0603.

PROOF OF SERVICE

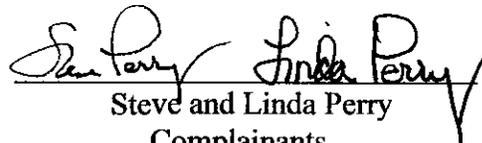
The undersigned certifies that a copy of the forgoing was served upon:

Ms. Jackie K. Voiles
Ameren Illinois Company
200 W. Washington St.
Springfield, IL 62701-1117

Ms. Janis Von Qualen
Administrative Law Judge
ICC
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Ms. Amanda Tesdall, Regulatory Paralegal
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via U.S. mail on this 18th day of July, 2012


Steve and Linda Perry
Complainants