

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

**Illinois Commerce Commission** )  
**On Its Own Motion** )  
 )  
**Development and Adoption of Rules** )  
**Concerning Municipal Aggregation.** )

**Docket No. 12-0456**

**ADDITIONAL VERIFIED COMMENTS OF  
AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS**

On March 27, 2013, the Administrative Law Judge (“ALJ”) assigned to this matter issued a ruling directing the parties to file additional verified comments in response to several questions. Ameren Illinois d/b/a Ameren Illinois (“AIC”, “Ameren Illinois” or “the Company”) responds, where applicable, as follows:

- **If some form of Staff’s Draft Rule regarding notices to customers is adopted, how and when does it become the Aggregation Supplier’s job to send the opt-in or opt-out notices?**

As an initial point of clarification, AIC does not believe that Staff’s Draft Rule expressly provides which party is responsible for the dissemination of opt-in or opt-out notices (i.e. “who” in addition to “how and when”). Accordingly, AIC would propose that Staff’s Draft Rule be amended, or clarified, to expressly state which party is to bear these requirements. Regardless of which entity ultimately bears responsibility for the notice-related activities, Ameren Illinois believes the specific details (i.e. the “how and when”) of the notice distributions would likely be defined by and pursuant to contractual obligations between the Governmental Aggregator (“GA”) and its Supplier, unless Staff’s Draft Rule is amended to provide otherwise.

**How can this be documented?**

The terms governing distribution of notice could be contained in the Rules of Governance that each GA is required to develop and/or the aggregation supply contract entered into by and between the GA and its Supplier.

**Who is going to check?**

To the extent notice distribution details are defined by the contractual obligations between the GA and its Supplier, each party would presumably maintain their respective rights to enforce the terms thereof. To the extent that substantive obligations are contained in any resulting aggregation-related rule, the Illinois Commerce Commission (“the ICC” or “the Commission”) would retain policing power over the entities within its jurisdiction and whose conduct is sought to be regulated. As indicated above, Staff’s Draft Rule may benefit from additional clarification as to which entity these provisions and additional obligations apply.

- **Do Aggregation Suppliers currently send opt-out or opt-in notices on behalf of Governmental Aggregators? Is this a uniform procedure? Provide examples of notices sent.**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers.

- **If some form of Staff's Draft Rule regarding notices to customers is adopted and an Aggregation Supplier is required to send the notices, would the Aggregation Supplier receive the entire list of customers within the Aggregated Area from the Governmental Aggregator?**

If Staff's Draft Rule is adopted as proposed, pursuant to Staff Draft Rule § 470.100 Ameren Illinois will provide to each requesting GA, a list of all residential and small commercial retail customers within the jurisdictional boundaries of the GA, as such list exists in the records of Ameren Illinois at the time of the request. Ameren Illinois would anticipate that such GA would then forward to its Supplier any appropriate information necessary to distribute the notices. Ameren Illinois would also note that Staff Draft Rule § 470.100(d) acknowledges additional limitations on the use of customer-specific information and provides that Suppliers will limit their use of any such information to purposes necessary to facilitate aggregation.

**How much information would the Aggregation Supplier receive and at what point in time?**

Ameren Illinois will provide the information required by law to the GA or its authorized representative pursuant to the procedures contained in Ameren Illinois' tariffs (further explained below). Ameren Illinois would anticipate that such GA would then forward to its Supplier any appropriate information necessary to facilitate aggregation.

As contained in the Company's currently-effective tariffs, Ameren Illinois will provide a list of residential and small commercial retail electric Customers that are eligible for inclusion in a government aggregation program to the GA, in electronic format, through a two-step process. The first step is to create a list of premises located within the jurisdiction of the GA at the time of the request. As part of step one, the GA will have the option to obtain preliminary summary load data and a preliminary Customer list. This preliminary Customer list contains customer names and addresses, but does not contain customer account numbers. The preliminary summary load data is not customer-specific. A township will be required to first authenticate premises within its jurisdiction. Upon completion, the township will be able to obtain preliminary summary load data and a preliminary Customer list. The second step of the two-step process is to use the list of premises located within the jurisdiction to create a list of eligible Customers. This list contains Customer-specific information, including account numbers, to be used by the GA in the aggregation process.

- **What authority is there for implicitly requiring the transfer of customer-specific information to an Aggregation Supplier before a customer has either opted-in or not opted-out of an Aggregation Program?**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers. Ameren Illinois will provide the information required by law to the GA or its authorized representative pursuant to the procedures contained in Ameren Illinois' tariffs.

- **If some form of Staff’s Draft Rule regarding notices to customers is adopted and the Aggregation Supplier sends the customer disclosures, what happens to the information of the customers that do not join the Aggregation Program?**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers. Presumably, the contractual relationships between the GA, its consultant, and/or Supplier would address this issue, absent additional requirements contained in an aggregation-related rule.

**Who keeps the records?**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers. Presumably, the contractual relationships between the GA, its consultant, and/or Supplier would address this issue, absent additional requirements contained in an aggregation-related rule.

**For how long?**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers. Presumably, the contractual relationships between the GA, its consultant, and/or Supplier would address this issue, absent additional requirements contained in an aggregation-related rule.

- **If some form of Staff’s Draft Rule regarding customer disclosures is adopted, would Aggregation Suppliers perform the opt-in or opt-out on behalf of Governmental Aggregators?**

As an initial point of clarification, AIC does not believe that Staff’s Draft Rule expressly provides which party is responsible for these activities. Accordingly, AIC would propose that Staff’s Draft Rule be amended, or clarified, to expressly state which party is to bear these responsibilities.

**Who keeps the records?**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers. Presumably, the contractual relationships between the GA, its consultant, and/or Supplier would address this issue, absent additional requirements contained in an aggregation-related rule.

**For how long?**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers. Presumably, the contractual relationships between the GA, its consultant, and/or Supplier would address this issue, absent additional requirements contained in an aggregation-related rule.

**Who determines whether there has been compliance?**

To the extent that Suppliers bear the responsibility to comply with customer disclosure obligations, the Commission maintains jurisdiction to investigate and determine compliance. Again, AIC would propose that Staff’s Draft Rule be amended, or clarified, to expressly state which party is to bear these responsibilities.

- **Do Aggregation Suppliers currently perform the opt-in or opt-out process on behalf of Governmental Aggregators? Is this a uniform procedure? Give examples of governmental units for whom Aggregation Suppliers are performing this job.**

Ameren Illinois believes this question to be more appropriately directed at GAs, consultants and/or Suppliers.

- **How would a violation of the customer disclosure requirements be determined?**

To the extent Suppliers bear the responsibility to comply with customer disclosure obligations, the Commission maintains jurisdiction to investigation and determine compliance. Again, AIC would propose that Staff's Draft Rule be amended, or clarified, to expressly state which party is to bear these responsibilities.

**Could a customer file a complaint at the ICC against an Aggregation Supplier alleging that they were improperly switched because they did not receive notice of the opt-out?**

Yes, to the extent the notice obligations are the responsibilities of the Supplier. Again, AIC would propose that Staff's Draft Rule be amended, or clarified, to expressly state which party is to bear these responsibilities.

**Could the ICC initiate an investigation of an Aggregation Supplier for failing to notify customers?**

Yes, to the extent the notice obligations are the responsibilities of the Supplier. Again, AIC would propose that Staff's Draft Rule be amended, or clarified, to expressly state which party is to bear notification obligations.

**How would penalties be determined and assessed?**

Pursuant to those provisions noted in Staff Draft Rule § 470.600, the statutory authorization for which is found in PUA Sections 16-115B(b) (applicable to Suppliers) and 5-202 and 5-203 (applicable to utilities).

- **Do Aggregation Suppliers currently send Part 412.110 Uniform Disclosure Statements after acquiring customers through a municipal aggregation? If not, why not? Provide sample documents.**

Ameren Illinois believes this question to be more appropriately directed at Suppliers.

- **If some form of Staff's Draft Rule regarding customer disclosures is adopted, would Aggregation Suppliers be required to send Part 412.110 disclosures?**

Ameren Illinois believes this question to be more appropriately directed at Suppliers and notes that as an electric utility, Ameren Illinois bears no responsibility to police or ensure compliance with § 412.110 disclosure requirements.

Ameren Illinois Company d/b/a Ameren Illinois respectfully submits this filing for consideration and pursuant to the ALJ's March 27, 2013 request.

Dated: April 10, 2013

Respectfully Submitted,

AMEREN ILLINOIS COMPANY  
d/b/a Ameren Illinois

By 

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**CERTIFICATE OF SERVICE**

I, Eric Dearmont, Counsel for Ameren Illinois Company, hereby certify that a copy of the foregoing *Additional Verified Comments* was filed on the Illinois Commerce Commission's e-Docket and was served electronically to all parties of record in Docket No. 12-0456 on this 10<sup>th</sup> day of April, 2013.



Eric Dearmont