

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

ILLINOIS COMMERCE COMMISSION)	
On Its Own Motion)	
)	Docket No. 15-0073
Investigation into the Customer)	
Authorization Required for Access by)	
Third Parties Other Than Retail Electric)	
Suppliers to Advanced Metering)	
Infrastructure Interval Meter Data)	

**VERIFIED INITIAL COMMENTS OF
AMEREN ILLINOIS COMPANY d/b/a Ameren Illinois**

Ameren Illinois Company d/b/a Ameren Illinois (“Ameren Illinois,” “AIC,” or the “Company”) by and through the undersigned counsel and pursuant to Section 200.800 of the Rules of Practice of the Illinois Commerce Commission (“Commission”) (83 Ill. Adm. Code 200.800), hereby submits its Verified Initial Comments (“Initial Comments”) in the above proceeding.

I. Introduction and Discussion of Need for Commission Direction on Customer Authorization

The Commission has declared that parties to this proceeding should explore: (1) the need for standard customer authorization language in situations where third parties other than Retail Electric Suppliers (“RESs”)¹ will seek to access customer Automated Metering Infrastructure (“AMI”) data, (2) the minimum requirements for such language, and (3) the need for Commission approval of the same. See Order Initiating Proceeding, Docket 15-0073 (Jan. 28, 2015) (addressing the Staff Report dated January 15, 2015). The investigation called for by the Commission was prompted, in part, by a petition filed by the Citizens Utility Board and the Environmental Defense

¹ Ameren Illinois does view this docket as affecting or implicating customer billing agents. Those types of non-RES third parties are subject to separate principles, policies and procedures.

Fund (collectively “CUB/EDF”) in Docket 14-0507 and a related motion for stay filed by those same parties.

In this filing Ameren Illinois provides information and discussion on the topics outlined by the Commission, in a format generally agreed to informally by the parties. In doing so, Ameren Illinois observes that some of the discussion may be more appropriately addressed in the context of the Company’s annual AMI Plan Update(s), including the one to be filed on or before April 1 of this year. This is an important observation. Though there is merit to topic to which this docket is dedicated, what is troubling is the constant filings being made by CUB/EDF that intend to usurp the Commission’s authority in at least two ways: (1) by filing petitions and seeking relief that cannot be lawfully granted and (2) by ignoring the statutory paradigm that obligates the Commission to review the utility’s AMI Plan on an annual basis. How can the Commission be expected to review and comment on an AMI Plan if the component and essential parts are scattered across several dockets?

Section 16-108.6(e) of the Public Utilities Act (“the Act” or “the PUA”), 220 ILCS 5/16-108.6(e), requires that on April 1 of each year, and after consultation with the Smart Grid Advisory Council, each participating utility submit a report regarding the progress it has made toward implementation of its AMI Plan. Within 21 days after the utility files its update, the Commission has the authority, either upon complaint or its own initiative, to enter upon an investigation regarding the utility’s progress in implementing its AMI Plan. If the Commission finds, after notice and hearing, that the participating utility’s progress in implementing its AMI Plan is materially deficient for the given plan year, then the Commission shall issue an order requiring the participating

utility to provide a corrective action plan, subject to Commission approval and oversight. Simply stated, it is not feasible for the Commission to be contemplating the utility's AMI-related progress if related issues are being litigated elsewhere.

Also not to be overlooked is the wasteful time and resources dedicated to these CUB/EDF filings and the adverse consequences of expending resource in that fashion. Ameren Illinois much prefers dedicating its resources to preparing its annual AMI Plan Update, meeting with stakeholders about its contents, and reviewing the same with the Smart Grid Advisory Council. These efforts are halted and undercut when parties such as CUB and EDF initiate proceedings seeking to commandeer Ameren Illinois' plans and to criticize the Company's intentions in proceedings outside of those directly contemplated by the legislature. Litigation inhibits the free flow of information between parties and the ability of stakeholders to explore each other's proposals in an open and collaborative manner. Such tactics are in no one's best interest.

II. Guiding Principles

Notwithstanding Ameren Illinois' general reservations about the appropriate procedures that should be used to effectuate any changes in customer authorization practices, the Company is not ordinarily opposed to additional dialogue about, and clarification regarding, the customer authorization requirements that should be implemented by non-RES third parties seeking to access customer AMI data. Fundamentally, AIC agrees that customer authorization or consent to access data is required by Section 16-122 of the PUA – 220 ILCS 5/16-122. AIC also agrees that this authorization should be obtained in a manner that is transparent, easy for customers to understand, and fully compliant with the Consumer Fraud and Deceptive Business

Practices Act, to the extent applicable. AIC hopes and expects that the product of this docket and will be authorization language or procedures that are uniform in most respects. As stated many times in recent related documents, Ameren Illinois, as the utility “holder” of customer account data, does not want to be placed in the position of having to interpret the scope of authorization obtained by third parties from customers on an ad hoc or case-by-case basis. Such would undermine the purpose of this docket and the Commission’s role in ensuring that utilities are in compliance with the applicable provisions of the Act.

At the outset, Ameren Illinois notes that this docket is somewhat different from the counterpart docket applicable to RESs (Docket 14-0701) given certain issues that may arise in seeking to place increased authorization requirements on non-RES third parties - entities over which the Commission may have questionable jurisdiction. Given that fundamental distinction, Ameren Illinois recognizes that this docket may result in changes directly applicable to it as a utility. However, the Company asks that these changes be applied in a manner that is mindful of the way in which AMI data will be accessed in its service territory and designed to leverage existing processes, procedures and requirements.

III. Authorization Language

The language approved in this docket should mirror, to the extent practicable, the language under consideration in Docket 14-0701. That language, as influenced by the Proposed Order and amended by Ameren Illinois to apply to the circumstances under consideration in this docket, is as follows:

“You authorize [utility] to provide your electricity usage information (“EUI”) to [third party]. This EUI is information

collected from your electric meter. The EUI includes your electricity usage intervals for distinct time periods as short as [x] minutes, to the extent of this information has been recorded and retained by [utility].

You authorize [third party] to access your EUI for the previous 24 consecutive months as well as future months. This authorization to access and use your EUI will expire in [X] months (not to exceed 24), but may be revoked by you sooner.

[Third party] will use the EUI solely for [specific purpose]. [Third party] will not sell or disclose the EUI to any other party for any other purpose.

You have the right to revoke this authorization at any time by contacting [third party] at [postal address, phone number, e-mail address, web address]”.

Non-RES third parties should provide this language to customers and document a customer's agreement with the same prior to accessing AMI data in the possession of the customer or a utility.

The third parties should have some, though limited, discretion to alter or amend the above language. For example, third parties should have the latitude to define the interval periods they may seek to obtain, to dictate when the authorization will expire naturally (subject to some outer parameter, perhaps 24 months), and to state the specific purpose for which the data will be accessed and used. Ameren Illinois stresses that the purpose should be stated and tailored with some amount of specificity and not stand as “blanket” authorization to access any AMI data for any purpose. The remaining portions of the authorization should be standardized, the benefit of which was and is recognized by the Proposed Order in Docket 14-0701. Ameren Illinois continues to stress that any and all information sought to be obtained by any party - RES or non-RES - need have been captured and maintained by Ameren Illinois in its normal course

of business. No authorization shall be used to alter, amend, or dictate Ameren Illinois' AMI data retention or presentation practices.

Ameren Illinois has no position on whether the above authorization should be obtained by third-parties on a standalone basis or whether it may be properly included as part of some other document. Ameren Illinois does not believe that a third party need necessarily obtain a "wet signature" as evidence of agreement, although said method need obviously comply with the Consumer Fraud and Deceptive Business Act, to the extent applicable. Regardless of the method through which authorization is obtained, any party relying on such authorization should retain evidence of the customer's consent for the entirety of the period during which it will be effective or relied upon.

IV. Authorization Process

In order to discuss the authorization process, it is important to acknowledge the specific ways that individuals or entities will likely access data maintained by Ameren Illinois. AIC believes this discussion will be more productive if it focuses on the data access tools the Company plans to employ and not general data access theory. These tools are how the requirements stemming from this docket - those ultimately applicable to third parties - will or should be implemented. Ameren Illinois strongly recommends the Commission leverage these existing tools and not create new burdensome hurdles to data access and management.

In Ameren Illinois' service territory, third parties seeking to access customer usage information will do so primarily via: (1) Ameren Illinois' existing RES portal, (2) Electronic Data Interchange ("EDI"), or (3) devices syncing to the AMI meter itself

(devices utilizing Zigbee technology or otherwise tapping data directly from the meter). Third parties may also obtain AMI data by virtue of a customer granting them access to their account on Ameren Illinois' e-Customer system or sharing data obtained by the customer through Green Button "Download My Data" functionality. These latter types of access may be fundamentally different than the former.

As explained below, whether or not changes may be required in customer authorization practices (or a utility's role in those practices) may very well depend on the type of tool a third party uses to access the data at issue. Regardless, Ameren Illinois would greatly prefer to address any heightened data access requirements within the confines of the existing mechanisms, as opposed to creating new or additional "warrant" type processes. This should be a utility-specific decision. There is no one-size-fits all solution.

A. Utility-Based Transactions

For purposes of these comments, Ameren Illinois defines a utility-based transaction as one in which Ameren Illinois knows that a third party is seeking access to another individual's or entity's AMI data and the Company assists in facilitating that transaction for that purpose. Tools currently exist to process data in that manner. And be assured, certain data access requirements are currently in place to protect information obtained via those tools.

For example, the existing RES portal is likely to be the data access mechanism most utilized by non-RES third parties to obtain customer AMI data, at least in the near term. In order to access customer data using this portal (which can in fact be utilized by non-RES third parties, commonly referred to by Ameren Illinois as "Customer

Business Partners”), an entity first has to create a user ID and agree to Ameren Illinois’ standard online terms and conditions. Among other provisions, these terms and conditions require an accessing entity to use the portal “to only establish online account access for your own account(s) or for those accounts to which you have been granted express permission to access.” Once a user ID is created for an accessing entity that entity must be in possession of a valid account number to access or download data associated with that account. In addition, each time data is sought, and prior to viewing or downloading the same, the accessing entity must affirm via a “checkbox” that they have the requisite authorization to access the customer information at issue.

These protections exist today. To the extent the Commission has concerns about these existing protections as applied to non-RES third parties², Ameren Illinois suggests amending the upfront authorization documents or “checkbox” protections to more clearly reference any mandates or requirements stemming from this or related dockets. For example, the phrase “express permission to access” as used in AIC’s portal terms and conditions could be clarified to reference the direction received from the Commission in this docket (as well as perhaps Docket 13-0701): an entity may only establish online access “for those accounts to which you have been granted express permission to access, which in the case of Illinois-based accounts, has been examined and clarified by the Illinois Commerce Commission in Dockets 13-0701 and 14-0073.”

Or the portal “checkbox” could be amended in a similar manner.

² And maybe they shouldn’t. As discussed in Docket 13-0506, possession of a customer’s account number was deemed a sufficient showing of consent to access AMI data used by a RES for billing. Here, a non-RES third party must have a customer’s account number to access data through the supplier portal, EDI, or e-Customer, thus at least implicitly indicating some level of consent.

Theoretically, a Non-RES third party could also obtain customer information using EDI. This would be rare given the technical requirements and potential costs involved, but might be a possibility for certain research institutions or larger sophisticated users. An entity obtaining information from Ameren Illinois via EDI must first execute the Company's EDI Trading Partner Agreement. This agreement, while aimed primarily at the technical requirements associated with EDI, could, like with the above situations implicating Ameren Illinois' online terms and conditions or "checkbox", be amended or revised to more clearly reference any mandates or requirements stemming from this or related dockets and applicable to third parties engaging or seeking to engage in EDI transactions.

At some point in the future, and as may be affected by the Energy Efficiency Smart Devices Plan pilot program (if or when ordered by the Commission), third parties may be able to access customer usage or AMI data from devices syncing to the AMI meter itself (devices utilizing Zigbee technology or otherwise tapping data directly from the meter). This is somewhat of a quasi-utility-based transaction. Like in the case of the Green Button, explained below, Ameren Illinois will not be directly involved in the exchange of "behind the meter" data. However, entities seeking to sync devices to Ameren Illinois' AMI meters will have to register those devices with the Company and subject the same to certain technical requirements and/or device-specific testing at AIC's Technology Applications Center. AIC believes that customers should be fully informed of the intent of third parties with respect to information obtained directly from these "behind the meter" sources and, to the extent applicable, would consider

exploring authorization requirements as part of the device registration and approval process. This development of this process is currently under consideration.

B. Customer-Based Transactions

For purposes of these comments, Ameren Illinois defines a customer-based transaction as one in which data is provided by the use and benefit directly of the customer and not some other party. Compare and contrast AIC's e-Customer interface to the RES portal discussed above. E-Customer is primarily for individual, end-use customers, as compared to suppliers or other entities. Once in e-Customer, a customer can view their AMI usage data and/or download that data using the Green Button "Download My Data" tool. As indicated above, subject to the acceptance of the governing documents AIC will grant RES portal access to "Customer Business Partners." The system was designed partially for that purpose. The same is not true for e-Customer. E-Customer was not designed for use by third-parties. For example, entity "A" cannot request an e-Customer user ID for purposes of viewing entity "B's" data. That said, entity B can access entity A's data in e-Customer if entity A gives entity B their e-Customer user ID and password or if entity B knows entity A's e-Customer user ID and last name or social security number. A showing of this level of detail may make a difference from an authorization perspective.

For example, possession of a user ID and password or knowledge of certain customer-specific information may constitute a showing of appropriate authorization. How would a third party get said information but for a customer giving it to them? As noted by the Commission in Docket 13-0506, there may be a relationship between the type of information sought and the showing of authorization needed to access it. For

example, in that docket the Commission determined that possession of an account number was a sufficient showing of consent to allow a supplier access to AMI data used by that RES for billing purposes. Similar logic may apply here.

To the extent the Commission has concerns about data made available in this scenario, e-Customer, AIC's online terms and condition may be able to be amended in a manner similar to that noted above in the discussion relevant to the RES portal. The same terms and conditions must be agreed to by entities using either system.

Finally, third parties may also obtain access to customer data via "Green Button" functionality. At this time, Ameren Illinois plans to make available Green Button "Download My Data" functionality, pursuant to which a customer (or entity with customer user credentials) may download their own data and then seek to share that data with a third-party. Ameren Illinois is not directly involved in that transaction, other than hosting the system on which Green Button is available. No more than we would be if a customer handed a copy of their physical bill to an individual or entity of their choosing. AIC believes that customers should be fully informed of the intent of third parties with respect to the information that customers may elect to share, but the Company nonetheless believes that this situation involves a transaction between the customer and that third party. Ameren Illinois does not at this time plan to deploy or make available Green Button "Connect My Data" functionality, which, if available, would further involve utilities in automated data sharing with third parties at the request of end users. Ameren Illinois would propose to consider the privacy implications of that functionality if or when it becomes available.

V. Conclusion

Ameren Illinois submits these initial verified comments for consideration by the Commission and the parties to the proceeding. The Company reserves the right to reply to the initial comments filed by other parties according to the procedural schedule established by the Administrative Law Judge.

DATED: March 9, 2015

Respectfully submitted,

AMEREN ILLINOIS COMPANY
d/b/a Ameren Illinois

A handwritten signature in blue ink, appearing to read "Eric Dearmont". The signature is fluid and cursive, with a large loop at the end.

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CERTIFICATE OF SERVICE

I, Eric Dearmont, Counsel for Ameren Illinois Company, hereby certify that a copy of the foregoing *Verified Initial Comments* was filed on the Illinois Commerce Commission's e-Docket and was served electronically to all parties of record in Docket 15-0073 on this 9th day of March, 2015.



Eric Dearmont