

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Illinois Commerce Commission)
 On Its Own Motion)
) Docket No. 15-0512
Amendment of 83 Ill. Adm. Code 412)
and 83 Ill. Adm. Code 453.)

ATTACHMENT A

To The

**VERIFIED REPLY BRIEF
ON EXCEPTIONS**

On Behalf Of The

**ILLINOIS COMPETITIVE
ENERGY ASSOCIATION**

February 23, 2016

ICEA Responses to Data Requests ELPC-ICEA 1.1-1.3

Served: November 20, 2015

ICEA Amended Response: January 12, 2016

ELPC-ICEA 1.2: For each of the members identified above, please identify the specific product advertised as “renewable,” “green” “environmentally friendly” or otherwise environmentally beneficial. Please provide a copy of marketing materials for each of these products.

ICEA AMENDED RESPONSE: ICEA objects to this Data Request as overbroad and unduly burdensome. ICEA further objects on the grounds that “marketing materials” is vague. ICEA further objects to the extent that this data request seeks publicly available information, which is equally available to ELPC with diligent investigation. Without waiving its objections, ICEA states that it has reviewed PlugInIllinois.org and the websites of each of its four current members. Based on its review, ICEA has identified one product for each current member.

Although ICEA does not believe that the term “marketing materials” include terms and conditions (“T&Cs”) or the Uniform Disclosure Statement (“UDS”), ICEA is providing those documents. In addition, ICEA is providing text versions of pages identified on member websites that discuss characteristics of the types of products referenced in the data request. These documents are in ELPC-ICEA 1.2 Attachment 1. ICEA’s investigation is ongoing.



TERMS & CONDITIONS

ALTERNATIVE RETAIL ELECTRIC SUPPLIER RESIDENTIAL LICENSE NUMBER 11-0394

Purchase of Power and Energy Service

Constellation NewEnergy, Inc. ("Constellation Energy") agrees to sell, and you agree to buy, your full requirements for residential power and energy service at the price and on the terms and conditions specified in this agreement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. Constellation Energy reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to Constellation Energy. Constellation Energy is an independent seller of power and energy service certified by the Illinois Commerce Commission and is not representing or acting on behalf of the local distribution company responsible for the service territory where you reside, i.e. Commonwealth Edison Company or Ameren Illinois ("Utility"), any governmental bodies, or consumer groups. You will receive written notification from the Utility confirming a pending switch of your electric power and energy supplier.

Consumer Education Program

At your request and at no charge, Constellation Energy will provide you the then-current consumer education program materials as provided by the Illinois Commerce Commission.

Term

The initial term of the Contract will be 12 months (the "12 Month Plan") based on your election, beginning at the next meter read date after the Utility processes your enrollment (the "Effective Date"). Your switch to Constellation Energy as your alternative retail electric supplier may take up to 2 billing cycles to take effect.

Guarantee Period

You may terminate this Contract without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying the Utility that you would like to return to Utility service. You must also notify us in writing or by calling our customer care center at 1-877-997-9995. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired without you terminating our Contract.

Fixed Pricing

By choosing the 12 Month Plan, your price for power and energy service will be 7.59 cents per kilowatt-hour (kWh) plus all applicable taxes from the Effective Date through the meter read date 12 months after the Effective Date. The Utility also invoices its customers for Purchased Electricity Adjustment (PEA) costs in the form of monthly varying charges or credits. We excluded the PEA costs from our calculation and do not provide a discount for it, as ideally they will net each other out over each June – May supply period.

Constellation Energy Wind

The electricity supply service provided to you will include renewable energy sourced from wind power generators within the United States in an amount equal to 100 percent of your load volume during the term of this Contract. The renewable energy provided to you does not include any tax credits, depreciation allowances or third party subsidies of any kind. Your purchase of renewable energy is helping to support renewable electricity production and development in the local power grid. The purchase of renewable energy helps avoid conventional electricity generation in the region where the renewable electricity generator is located. The purchase also may have other local and global environmental benefits such as reducing global climate change and regional air pollution. Constellation makes no representations or warranties that the renewable energy can be used as carbon offsets or otherwise for compliance with any emission reduction program.



meter usage data on a daily and/or monthly basis as may be requested by Direct Energy ("Interval Data Authorization"). If you rescind your Interval Data Authorization while you receive electric generation service from Direct Energy under a Time of Use Product, e.g., our Free Day Plan, then Direct Energy will have the right to cancel this Agreement and charge you an early cancellation fee in the amount set forth in the Rate Plan Summary.

8. Pricing, Billing and Payment Terms. During the Initial Term, you will pay Direct Energy for your natural gas and/or electric generation service at the price set for the Initial Term as set forth in the Rate Plan Summary. This price includes natural gas and/or electric generation service and transmission charges but excludes all other applicable taxes, and other utility fees and charges. The prices of natural gas and electricity suppliers, such as Direct Energy, are set competitively and are not regulated by the Commission. As to your billing and payment terms, your NGU and/or EU will send you a monthly bill that will include your NGU's and/or EU's charges and Direct Energy's charges. That bill will contain, among other charges, Direct Energy's natural gas and/or electric generation service price multiplied by the amount of natural gas and/or electricity you used during the billing cycle, as measured and/or estimated by your NGU and/or EU. You will pay your bill in accordance with the NGU's and/or EU's billing and payment policies. In the event that you fail to pay your bill or fail to meet any agreed-upon payment arrangement, Direct Energy may terminate this Agreement after providing you with fifteen (15) days written notice. Such termination will not relieve you of your payment obligations to Direct Energy for service to the date of such termination.

9. Renewal; Notice of Change to Agreement. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis ("Renewal Period") at a variable price per kWh for electricity and/or per Therm for natural gas with no early cancellation fee or device cost recovery fee. **To the extent you purchased our Renewable Energy Plan at the time of enrollment, during the Renewal Period, the product you purchase from Direct Energy will not be a Renewable Energy product.** Direct Energy will charge you at a variable price per kWh and/or per Therm based upon generally prevailing market prices for natural gas and/or electricity. You may obtain next month's variable price on the 20th day (or following business day) of the previous month by calling Direct Energy using the contact information set forth in Section 18 below. This price is for your natural gas supply and/or electric generation service and transmission charges, and it excludes taxes and other utility fees and charges. Direct Energy will send you a notice of renewal at least thirty (30) days but not more than sixty (60) days prior to the renewal date apprising you of any proposed changes in terms and conditions of this Agreement and your right to renew, terminate or renegotiate this Agreement. While taking service during the Renewal Period, you may cancel or terminate this Agreement without penalty as long as you provide Direct Energy with thirty (30) days' notice. If you do cancel, but do not choose an alternative supplier, your generation service will revert back to your utility, which could take up to 45 days, and you will not be charged an early cancellation fee from Direct Energy.

10. Your Right to Rescind and Early Cancellation Policy. Your NGU and/or EU will send you a written notice confirming your decision to enroll with Direct Energy. You have the right to rescind this Agreement, without paying an early cancellation fee or device cost recovery fee, within ten (10) calendar days after your EU and/or ten (10) business days after your NGU accepts your enrollment request ("Rescission Period") by contacting Direct Energy at 1-866-266-2084 or in writing using the contact information set forth in Section 18 below or by contacting your NGU and/or EU at the number set forth in the Rate Plan Summary. After the ten (10) day rescission period you may cancel service under this Agreement at any time during the Initial Term, subject to paying Direct

Direct Energy Services, LLC ~ Toll-Free Phone: 1-866-266-2084 ~ PO Box 180
Tulsa, OK 74101-0180 ~ www.directenergy.com csdirectenergy@directenergy.com

Energy an early cancellation fee and/or device cost recovery fee as set forth in the Rate Plan Summary. Such termination will not relieve you of your payment obligations to Direct Energy for service to the date of termination. You understand that the termination will be effective with your next meter read date of not less than 30 days after such request is received by Direct Energy. If you are relocating, please refer to Section 11. If you are subject to an early cancellation fee, you have the right to cancel this Agreement, without penalty, within ten (10) business days after the date of the first bill issued to you by contacting Direct Energy at 1-866-266-2084 or in writing using the contact information set forth in Section 18, or by contacting your NGU and/or EU using the contact information in the Rate Plan Summary; provided, however, if you purchased our Comfort & Control Plan, you will still be required to pay the device cost recovery fee in the amount set forth in the Rate Plan Summary per NEST Learning Thermostat.

11. Relocation/Other Rights of Termination. You should notify both your NGU and/or EU and Direct Energy of a change in your residence/service location at least 30 days before such change. A final meter read will be made at your old address and your account will be finalized with your NGU and/or EU and Direct Energy. Your Agreement will terminate if: (a) you move outside the state of Illinois; (b) you move to an area not served by Direct Energy, (c) applicable to natural gas customers, if you move to a location where you do not require natural gas service. If you change your residence/service location within your NGU's and/or EU's service territory, then you may have the option of entering into a new natural gas and/or electricity supply contract for your new residence/service location. Direct Energy's contact information is set forth in Section 18 below. When you cancel, you will be responsible to pay for Direct Energy's service through the date that you are switched to another supplier or returned to service from your NGU and/or EU. When you terminate pursuant to this Section 11, you will not be charged an early cancellation fee; however, if you are enrolled in our Comfort & Control Plan or Back to Business Plan, Direct Energy will have the right to charge you the device cost recovery fee per NEST Learning Thermostat in the amount set forth in the Rate Plan Summary.

12. Direct Energy's Right to Cancel Service. You are affirming to Direct Energy that you have provided Direct Energy with your correct and complete name, address and contact information. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, Direct Energy can cancel this Agreement immediately. Also, if for any reason performance of this Agreement becomes materially uneconomical to Direct Energy, or if Direct Energy is otherwise unable to continue this Agreement, Direct Energy can cancel this Agreement after giving you at least fifteen (15) days' advance written notice. If Direct Energy cancels this Agreement, you must still pay all Direct Energy charges through the date you are switched to another supplier or returned to your NGU and/or EU for service. Your cancellation will not be effective until the next regularly scheduled meter read date following the date on which Direct Energy gives notice to the NGU and/or EU of your cancellation request.

13. Natural Gas and Electric Utility's Right to Cancel Service. If you are having trouble paying, contact your NGU and/or EU to see if it has a payment plan or other solution available to you. If you do not pay the total natural gas and/or electric service charges on your bill, your Natural Gas and/or Electric Service may be disconnected by the NGU and/or EU. You could also incur late fees. Your NGU and/or EU will give you notice in the time frame prescribed by the Commission before it disconnects your Natural Gas and/or Electric Service. The NGU and/or EU may also disconnect your natural gas and/or electric service in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been

(Source: <https://www.dynegyenergyservices.com/residential/residential-plans-and-offers/offers/chicago.php>; “Plan Details” button)

12-MONTH FIXED PRICE GREEN PLAN

Pricing: 6.398¢/kWh **Term:** 12 Months

- Term begins with the next meter read date after ComEd confirms your enrollment with Dynegy Energy Services and will continue for the term as identified in your Terms and Conditions of Service.
- You will receive written notification from ComEd confirming your switch to Dynegy Energy Services.
- No sign up fees.
- No early termination fees.
- ComEd will continue to deliver your electricity and respond to outages and other emergency calls.
- You will continue to receive one monthly bill from ComEd. Budget billing plans and payment options will remain the same.
- You may rescind your agreement before Dynegy Energy Services submits your enrollment request to ComEd or within 10 business days after the date ComEd processes your enrollment.

(Source: <http://www.dynegyenergyservices.com/residential/residential-plans-and-offers/offers/comed.php>, “Plan Details” button pop-up)

12 MONTH GREEN PRICE

Pricing: 7.471¢/kWh **Term:** 12 Months

- No sign up fees.
- No early termination fees.
- Term begins with the next meter read date after ComEd confirms your enrollment with Dynegy Energy Services and will continue for the term as identified in your Terms and Conditions of Service.
- You will receive written notification from ComEd confirming your switch to Dynegy Energy Services.
- You will receive one monthly bill from ComEd with the electric supply charges outlined in your terms and conditions. Budget billing plans and payment options will remain the same.
- ComEd will continue to deliver your electricity and respond to outages and other emergency calls.
- You may rescind your agreement before Dynegy Energy Services submits your enrollment request to ComEd or within 10 business days after the date ComEd processes your enrollment.