
GOVERNMENT AGGREGATION SERVICES

APPLICABILITY

This tariff is applicable to the transmittal of Customer data to corporate authorities of municipalities and county boards of counties located in the Company's service territory (hereinafter, "Government Aggregator" or "GA") operating an aggregation program in accordance with Section 1-92 of the Illinois Power Agency Act ("IPA Act") (20 ILCS 3855). For the purposes of this section, Government Aggregator or GA shall include authorized employees and agents of municipal and county governments.

PURPOSE

The purpose of this tariff is to provide an overview of government aggregation and detail the process of identifying eligible Customers in order for the GA to aggregate electric power and energy requirements in accordance with Section 1-92 of the Illinois Power Agency Act ("IPA Act") (20 ILCS 3855).

OVERVIEW OF GOVERNMENT AGGREGATION

GAs have the option of aggregating residential and small commercial retail electric loads located within the municipality or the unincorporated areas of the county through a referendum and/or ordinance, as applicable. In order to aggregate loads, the GA may solicit bids and enter into service agreements to facilitate the purchase of electricity and related services and equipment to serve those loads. The GA must enlist the services of a Retail Electric Supplier ("RES") to procure the aggregated power and energy supply service provided to applicable Customers located within the boundaries of the GA.

The Company must provide a list to the GA in accordance with the provisions of this tariff and the IPA Act, in electronic format, which includes information pertaining to Customers located within the boundaries over which the GA has jurisdiction that are eligible for government aggregation.

PROCESS TO DEVELOP AND OBTAIN AGGREGATION CUSTOMER DATA

The Company 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 load data and a preliminary Customer list. The second step is to use the list of premises located within the jurisdiction to create a list of eligible Customers which contains Customer-specific information to be used by the GA in the aggregation process.

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First Step of Process

A - Premise List Development

Upon receipt of the GA's completed Government Aggregation Registration Form and Non-Disclosure Agreement, the GA may request a list of all premises served by the Company that are located within, or in proximity to, the GA's jurisdiction as of the date of request by the GA. The premise list shall be compiled using zip codes provided by the GA or by other means as determined by the Company. The Company shall provide the list electronically. The list will contain premise address, city, zip code, and premise ID.

The GA is responsible for authenticating the premises contained in this listing and providing edits of the data to affirm, add, or delete the premises located within its jurisdiction. The GA shall provide the edited list electronically back to the Company.

The Company shall process the edited list and collaborate with the GA for clarification of data as necessary. The Company shall notify the GA when data edits have been completed and the list of premises located within the jurisdiction, has been finalized.

B -- Optional summary load data and preliminary Customer list

The GA shall have the option to request that the Company develop a preliminary summary load data report as well as a preliminary Customer list which will be provided to the GA. Both of these will contain data pertaining to residential Customers and non-residential Customer loads of 15,000 kWh or less annually for the prior calendar year. In order to develop the load data report and preliminary Customer list, the Company shall utilize the initial premise list which contains all premises served by the Company that are located within, or in proximity to, the GA's jurisdiction. As such, the data developed could contain data associated with Customers located outside the GA's jurisdiction. Non-residential Customers served under accounts with multiple distribution points in excess of 15,000 kWh will not be included.

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The preliminary Customer list shall not include account numbers for any Customer. The preliminary Customer list will contain names, service addresses, mailing address if different from the service address and identifiers to alert the GA of specific Customer aspects, such as space heat, Power Smart Pricing, Hourly Supply Service, Real Time Pricing, or Customers served by a RES.

Once the premise list detailed in section A above has been finalized, the GA may request an updated summary load data report and/or preliminary Customer list from the Company which will only reflect Customer data for Customers located within the GA's jurisdiction.

Second Step of Process – Eligible Customer List Development

Once the list of premises has been finalized, the GA may request an eligible Customer list. Prior to the Company providing the list of eligible Customers to the GA, the GA shall provide to the Company a true and correct copy of the referendum and the certified results of the completed referendum, and/or ordinance authorizing aggregation, as applicable, and an affidavit attesting to the same. Submittal of information may be electronic with signed originals mailed to the Company. Contact information shall be provided by the Company upon request.

The Company shall provide a list of eligible Customers electronically which shall include, at a minimum, account numbers, names, service addresses, mailing address if different from service address, account bill group and additional information to be used by the GA for aggregation purposes. The list of eligible Customers shall also include identifiers to alert the GA of specific Customer aspects including, but not limited to, space-heat, Power Smart Pricing, Hourly Supply Service, Real Time Pricing, RES service, and/or net metering. The list provided to the GA shall not include account numbers for Customers receiving supply service from the Company under Power Smart Pricing, Hourly Supply Service or Real Time Pricing, or Customers served by a RES, unless specifically requested by the GA. In compiling the information provided to the GA in the list of eligible Customers, the most recent information available at the time the list is generated is utilized. For purposes of this tariff, the list shall include all residential Customers as well as non-residential loads of 15,000 kWh or less annually for the prior calendar year. The information will be provided on a service point basis.

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The Company routinely receives new service and final service requests from Customers. After the Company provides the initial list of eligible Customers, it will be the responsibility of the GA and/or its agent/RES to timely update the list of eligible Customers using data available from the Company.

USE OF AGGREGATION CUSTOMER DATA

The GA may use the information in the list of eligible Customers for aggregation purposes and to communicate to Customers and potential bidders as it elects; however, in order to protect the privacy of Customers, it must maintain any Customer-specific information it receives from the Company as confidential information. Such information may be used by the GA only in accordance with the provisions of Section 1-92 of the IPA Act and the Non-Disclosure Agreement. Any corporate authorities of a municipality or county board receiving Customer information from Company shall be subject to the limitations on disclosure of the information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act. Additionally, any RESs providing bids and the selected RES providing supply services under a government aggregation program must enter into a confidentiality agreement with the GA relative to the confidentiality of the Customer-specific information it receives from the Company for the sole purpose of the government aggregation program and not for any other marketing or other intended purpose.

ELECTRONIC DATA EXCHANGE

The Company requires the use of electronic data interchange (EDI) for all electric retail supply, and billing/payment transactions. These EDI transactions are an industry standard for retail electric supply used throughout the state. A RES that submits transactions to the Company for a government aggregation program must be certified with the ICC, registered with the Company and must adhere to the Supplier Terms & Conditions tariff of this Electric Schedule. All transactions shall be performed in accordance with the Company's standard practices, procedures, and systems employed for such transactions.

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DISPUTE RESOLUTION

Disputes between (a) the Company and the GA, (b) the Company and the GA and a RES, and (c) the Company and the GA and a Customer that involve the performance, breach, or alleged breach of any obligation under this tariff, or under any tariff applicable to this tariff, may be resolved in accordance with the provisions of the 83 Ill. Adm. Code 200. The GA and Company shall confer in good faith to resolve any disputes prior to either party legally or administratively contesting performance of any provision hereunder by either the Customer or GA.

MISCELLANEOUS GENERAL PROVISIONS

The Company is not liable for any act, omission, promise, or representation of any GA that takes service hereunder or that provides or promises or represents that it will aggregate or provide electric power and energy supply service in the Company's service territory. The Company is not a party to the aggregation performed by the GA and is not bound by any term, condition, or provision of the program employed by the GA to perform such aggregation. The Company is not a party to such contractual arrangements between the GA and the RES and is not bound by any term, condition, or provision of the agreement for such procurement arrangement. The Company is not liable for any act, omission, promise, or representation of MISO to any GA that takes service hereunder.

To ensure compliance with the law, and particularly with regard to protecting Customer-specific information, the GA will require, as a material condition to a contract or other written agreement with both the RES selected to procure the aggregated electric power and energy supply service to eligible Customers within the boundaries of the GA and with any third party it has engaged to assist in any aspect of the aggregation process, that there be established and followed appropriate protocols to preserve the confidentiality of Customer-specific information and limit the use of such Customer-specific information strictly and only to effectuate the provisions of Section 1-92 of the IPA Act. The GA will ensure that these protocols, at the minimum, reasonably limit the number of authorized representatives of the selected RES and any other third party who need access to the Customer-specific information; provide that the RES or any third party will not disclose, use, sell, or provide Customer-specific information to any person, firm or entity for any purpose outside of the aggregation program; and, acknowledge that the Customer-specific information remains the property of the GA and that breaches of confidentiality will have certain, specified, and sufficient consequences.

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The Company is not liable to any retail Customer for any damages caused by any equipment installed, operated, or maintained by any entity other than the Company.

To the extent that the Company receives a properly submitted Direct Access Service Request (DASR) or enrollment cancellation and acts in accordance with such DASR or enrollment cancellation, the Company is not liable for any conflict such actions may cause between a GA, a RES, and/or a Customer. The RES is not an agent of the Company. The RES has no authority to enter into any agreement on behalf of the Company; to amend, modify, or alter any of the Company's tariffs, contracts, or procedures; or to bind the Company by making any promises, representations, or omissions. The GA is not an agent of the Company. The GA has no authority to enter into any agreement on behalf of the Company; to amend, modify, or alter any of the Company's tariffs, contracts, or procedures; or to bind the Company by making any promises, representations, or omissions.

Under no circumstances is the Company obligated to collect unpaid balances, take credit action, or disconnect delivery service to a retail Customer that owes monies to a GA and not the Company.

The Company is, as part of this tariff, electing to "opt-out" and also not "opt-in" to any aggregation programs and will not include Company-use accounts in the eligible Customer list.

The Company has no obligation to make any electric power and energy forecast or schedule for any Customer taking service from a RES.

In the event a Customer receiving service under a government aggregation program at an eligible premise is no longer the account holder of record, any new Customer at such premise shall be able to elect any supply option available. The GA may update the eligible Customer list periodically to identify such new Customers and solicit to serve such Customers.

In the event a Customer located outside the boundaries of the municipality or the unincorporated areas of the county is switched as a result of a government aggregation program, the GA must immediately take steps to correct such error.

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Misuse of information obtained by any person or entity pursuant to services provided under this tariff may result in suspension of services hereunder.

The billing options available to the RES are detailed in the Company's Supplier Terms and Conditions tariff, specifically in Section 7 – Billing, Payment and Remittance.

A GA that plans to cease operation of an aggregation program shall notify the Company of the effective end date of its program at least 60-days prior to the end of the program.

Service hereunder is subject to the Customer Terms and Conditions, Standards and Qualifications for Electric Service, Tax Additions, and Supplemental Customer Charge Tariffs of this Schedule, as well as any other applicable Rates, Riders, taxes, adjustments, fees or charges that may be approved by the ICC from time to time and in effect.