

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Commission’s Proposed)
Rule 20 CSR 4240-10.175 Relating to Customer)
Information of Electrical Corporations, Gas)
Corporations, Heating Companies, Certain)
Water Corporations and Certain)
Sewer Corporations.)

File No. OX-2025-0106

**AMEREN’S MISSOURI’S ADDITIONAL
COMMENTS ON OPC’S
ADDITIONAL PROPOSED RULE MARK-UP**

COMES NOW Union Electric Company d/b/a Ameren Missouri (“Company” or “Ameren Missouri”), and pursuant to the Regulatory Law Judge’s direction during the rulemaking hearing, provides limited additional comments on Exhibit 6, OPC’s additional mark-up of the proposed rule, as follows:

1. The Company has confirmed that OPC’s newly proposed (2)(F) is indeed a cut and paste of language floated by the Staff in File No. AW-2018-0393 and that such language is the central reason the Company estimated four years ago that the workshop draft of a customer information rule would likely cost the Company at least \$20 million to implement. Moreover, the Company indicated both four years ago (see Exhibit 7) and two years ago (Exhibit 8) that there were serious questions about whether the Company could comply with such terms at all. And while OPC may “question” the Company’s compliance cost estimates, OPC did not challenge them nor present any information that demonstrates that they are incorrect when they were presented in the AW-2018-0393 docket or for that matter in this docket. Regardless of the “right” number,¹ it cannot seriously be contended -- and certainly no one presented any information that rebuts -- the fact that prescribing detailed terms and conditions that must be included in bilateral contracts (that

¹ Cf., Evergy estimated compliance costs of approximately \$17 million. EFIS Item No. 55, File No. AW-2018-0393

counterparties are not compelled to agree to in the first place) and that are not included in such contracts today would not:

Require the renegotiation of multiple existing contracts, and revisions to each of Ameren's existing contract templates" and would "prevent Ameren from utilizing any cloud-based solutions, as our repeated experience is that cloud service providers do not accept language that the draft rules would mandate"²

Nor is there any evidence contradicting the fact that the Company could not comply with these mandates initially or that compliance will likely be "impossible to achieve for some period of time, regardless of the cost incurred in an effort to comply."³ And there is no proof that the Company was wrong when it said that "[t]he [language in question] raises questions about whether compliance could ever be achieved absent simply not contracting with key vendors and other service providers who would otherwise provide the most cost-effective solutions for Ameren Missouri and its customers."⁴

2. The fiscal note required by statute with respect to the proposed rule represents that the "proposed rule will not cost private entities in excess of five hundred dollars (\$500.00) in the aggregate. That estimate is simply not true with the addition of OPC's new (2)(F).

3. It is not the case that the Company does not take steps to protect the customer information it must provide to third parties in furtherance of their work in the Company's furtherance of utility service. It does. But the systems of many of these providers and their own policies, which they employ not just with the Company but clients across the country and the globe, do not accommodate the onerous and specific terms reflected in OPC's (2)(F). The Company seeks to require terms that reflect the "spirit" of what (2)(F) is driving at, but it does not, nor can it, practically reflect the exact letter of it. And since administrative rules have the force and effect of law, (2)(F) would either force utilities to violate the law because they can't

² Exhibit 7, p. 2.

³ Id.

⁴ Id.

comply, or to do away with beneficial vendors that are used.

4. There is a palatable – and effective -- solution to this issue, reflected in the following language:⁵

a. When any utility contracts with an affiliate or a third-party nonaffiliate to perform a utility related service on behalf of the utility, and personally identifiable customer information to perform the utility related service is required, the utility may provide the affiliate or third-party nonaffiliate with the necessary personally identifiable customer information without customer consent, ~~but only under the following contractual terms;~~ **provided that the utility shall make reasonable efforts to impose contractual obligations on the recipient, the substance of which are designed so that the recipient acknowledges that the personally identifiable information remains the property of the customer and limits the use of the personally identifiable customer information to performance of the contracted for service.**

5. The Company believes that it has used such efforts to-date (and that it can and will in the future at a cost that is far less than the \$20 million-plus the OPC language would cause). Moreover, the Company believes that such terms accomplish what OPC is concerned about without imposing huge costs on utilities, without likely making it impossible to comply in the first instance, and without therefore precluding beneficial use of contractors in furtherance of providing utility service.

6. The Company otherwise stands on its prior comments in this docket, both written and verbal, with respect to any other issues raised during Friday's and yesterday's hearings and appreciates the opportunity to provide these additional comments.

⁵ Changes are shown to OPC's proposal.

WHEREFORE, the Company submits these additional comments and requests that they be marked as an exhibit and made a part of the hearing record.

Respectfully submitted,

/s/ James B. Lowery

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Dated: December 11, 2024

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed to those who submitted prior comments in this docket on this 11th day of December, 2024.

/s/ James B. Lowery
James B. Lowery