

**SOAH DOCKET NO. 473-18-0708
DOCKET NO. 47472**

COMMISSION STAFF'S	§	BEFORE THE STATE OFFICE
PETITION TO DETERMINE	§	OF
REQUIREMENTS FOR SMRT	§	ADMINISTRATIVE HEARINGS
METER TEXAS	§	

**SUPPLEMENTAL DIRECT TESTIMONY
IN SUPPORT OF STIPULATION**

OF

MICHELE GREGG

ON BEHALF OF THE

OFFICE OF PUBLIC UTILITY COUNSEL

JANUARY 26, 2018

**SOAH DOCKET NO. 473-18-0708
PUC DOCKET NO. 47472**

**SUPPLEMENTAL DIRECT TESTIMONY
IN SUPPORT OF STIPULATION
OF MICHELE GREGG**

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1 I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

3 A. My name is Michele Gregg. My business address is 1701 N. Congress Ave., Suite 9-180,
4 Austin, Texas 78701.

5 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

6 A. I am employed by the Office of Public Utility Counsel (OPUC) as Director of External
7 Relations.

8 Q. ARE YOU THE SAME MICHELE GREGG WHO PREVIOUSLY FILED
9 DIRECT AND CROSS-REBUTTAL TESTIMONY IN THIS CASE?

10 A. Yes. I previously filed Direct Testimony in which I discussed the implementation of
11 Smart Meter Texas (SMT); the allocation and collection of SMT costs; the statutory
12 framework regarding customer ownership of SMT data; the requirement of safeguarding
13 customer privacy; and the implementation of appropriate customer protections. I also
14 recommended that several current SMT business requirements be deleted or modified.
15 My Cross-Rebuttal Testimony addressed the proposals of some of the intervenors in this
16 case, including a discussion of Green Button ConnectMyData (GBCMD); the differences
17 in regulatory structure in Texas compared to California, Colorado, Illinois, and New
18 York; the policy issues of obtaining informed consent; security and privacy concerns, and
19 the recovery of SMT costs.

20 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN SUPPORT OF
21 THE STIPULATION?

1 A. On December 28, 2017, the parties announced that they had reached a comprehensive
2 agreement to resolve all issues except one in the above referenced docket. The lone
3 remaining contested issue will be briefed by the parties. My testimony addresses the
4 Stipulation that is being filed concurrently with this testimony, including a discussion of
5 certain customer protection, data privacy, and cost issues.

6 **II. DISCUSSION**

7 **Q. DO YOU HAVE A RECOMMENDATION IN THIS CASE?**

8 A. Yes. The Stipulation is the result of negotiation and compromise and is a reasonable
9 resolution of the issues in this case. Based on my review of the current SMT
10 requirements, as revised by the Stipulation, the pre-filed testimony filed by the parties,
11 the facts elicited at the hearing on the merits, and the testimony in support of the
12 Stipulation, I recommend that the Stipulation be approved and that the Commission enter
13 an order consistent with the terms of the agreement.

14 **Q. HOW DOES THE STIPULATION ADDRESS THE CUSTOMER PROTECTION**
15 **AND DATA PRIVACY ISSUES THAT YOU DISCUSSED IN YOUR DIRECT**
16 **PRE-FILED TESTIMONY?**

17 A. The parties have agreed that the new version of SMT (SMT 2.0) be revised to make it
18 more convenient for customers to share their data while still retaining and enhancing
19 important security, verification, and confirmation processes.

1 **Q. HOW DOES SMT 2.0 MAKE IT MORE CONVENIENT FOR CUSTOMERS TO**
2 **SHARE THEIR DATA?**

3 A. Customers are no longer required to create an account on the SMT portal before they can
4 enter into sharing agreements with third parties. Instead, customers can initiate
5 agreements with third parties independently from SMT either directly or through a third
6 party's website.

7 **Q. WILL CUSTOMERS STILL NEED TO PROVIDE VERIFICATION**
8 **CREDENTIALS?**

9 A. Yes. Before any data sharing can begin, the customer will need to provide a valid email
10 address along with three unique identifying credentials: 1) the Electric Service Identifier
11 (ESIID) associated with the customer's meter; 2) the meter number of the customer's
12 meter; and 3) the Retail Electric Provider of Record's (ROR) certificate number.

13 **Q. WHAT HAPPENS AFTER THE CUSTOMER PROVIDES VERIFICATION**
14 **CREDENTIALS?**

15 A. SMT will match the verification credentials to authenticate the customer premise. After
16 authentication, SMT will send the customer an affirmation email to the email address
17 provided by the customer to the third party. The email to the customer will include any
18 required disclosures or notifications.

19 **Q. WHAT IS THE PURPOSE OF THE REQUIRED DISCLOSURES?**

1 A. The purpose of the disclosures is to prompt the customer to review the privacy policies (if
2 any) of any third parties that the customer chooses to share data with and to remind the
3 customer that the sharing of customer meter data with third parties is not regulated by the
4 Public Utility Commission of Texas.

5 **Q. WHY ARE THE DISCLOSURES IMPORTANT?**

6 A. The Public Utility Regulatory Act §39.107 (k) prohibits a utility from selling, sharing, or
7 disclosing meter data. However, customers are allowed to share data with third parties if
8 the information is to be used only for the purpose of providing electric utility service to
9 the customer or other *customer approved* services. As explained in my Direct
10 Testimony, a customer should be adequately informed before he or she consents to any
11 data sharing in order to ensure that the customer has actually *approved* of the data
12 sharing. A customer is not able to approve a service unless he or she understands what he
13 or she is approving.

14 The disclosures notify the customer that neither the Commission nor SMT
15 regulates the behavior of third parties and that the customer must determine whether any
16 specific third party has appropriate safeguards to protect his or her data. The disclosures
17 are especially critical so the customer understands that SMT's ability to protect the
18 privacy of customer data ends once a customer has affirmatively granted a third party
19 access to their data. Therefore, it is up to the customer to determine whether any third
20 party will provide adequate data privacy protection. The customer should understand that

1 if the customer's data privacy is compromised by the third party, the customer will have
2 no recourse through the Public Utility Commission of Texas. Finally, the disclosures
3 explain to the customer how a customer may end data sharing at any time by contacting
4 the third party or by creating an account on SMT in order to terminate data sharing or to
5 view a customer's own data.

6 **Q. WILL THE COMMISSION NEED TO APPROVE THE LANGUAGE INCLUDED**
7 **IN THE DISCLOSURES?**

8 A. Yes. The parties have agreed that the required disclosures will be filed in a compliance
9 proceeding subject to approval by the Commission.

10 **Q. DOES THE CUSTOMER HAVE TO AFFIRMATIVELY OPT-IN TO DATA**
11 **SHARING WITH A THRID PARTY?**

12 A. Yes. The customer must acknowledge the required disclosures and affirmatively consent
13 to the sharing of his or her data. If the customer does not affirmatively consent (e.g. takes
14 no action), then data sharing is not commenced. In addition the customer will also be
15 able to affirmatively decline to share meter data by rejecting the agreement or to report
16 the email as spam.

17 **Q. ARE THERE OTHER SECURITY PROTECTIONS ASSOCIATED WITH THE**
18 **AFFIRMATION EMAIL?**

1 A. Yes. The email sent to the customer will only be valid for five week-days. After the
2 expiration of five week-days, the customer can no longer use that email to begin data
3 sharing and the process will have to begin anew. Furthermore, the email will be
4 encrypted in transit and subject to machine language protection technology to ensure that
5 the email is answered by a real person rather than by bots.

6 **Q. WHAT HAPPENS AFTER THE CUSTOMER ACKNOWLEDGES THE**
7 **DISCLOSURES AND AFFIRMATIVELY CONSENTS TO BEGIN SHARING**
8 **THEIR DATA WITH THIRD PARTIES?**

9 A. SMT will send the customer another email that notifies the customer that SMT has
10 received the customer's consent to share data and reiterates the disclosures.

11 **Q. HOW IS DATA SHARING TERMINATED?**

12 A. Data sharing is terminated upon the expiration of the data sharing agreement term.
13 Customers may also terminate data sharing at any time by contacting the third party to
14 request termination or may create an account on SMT to terminate data sharing
15 themselves. Finally, data sharing is terminated if the customer moves out of the premise.

16 **Q. UNDER THE CURRENT VERSION OF SMT, HOW LONG CAN CUSTOMERS**
17 **AGREE TO SHARE DATA BEFORE HAVING TO AFFIRMATIVELY**
18 **CONSENT AGAIN TO A NEW PERIOD OF DATA SHARING?**

1 A. Under the current SMT, customers may only share data for up to one year. After twelve
2 months, customers may renew the data sharing, but have to affirmatively consent again to
3 the renewal.

4 **Q. DOES THE STIPULATION MODIFY THE EXISTING MAXIMUM DATA**
5 **SHARING TERM?**

6 A. Yes. Large commercial customers, who have a maximum monthly kWh usage for the
7 prior 12 months that meets or exceeds 15,000 kWh, may agree to share meter data for a
8 term up to 36 months. These large commercial customers may renew for an additional
9 term equal to the initial term through an additional affirmative consent email.

10 **Q. WHAT IS THE SIGNIFICANCE OF THE 15,000 kWh THRESHOLD?**

11 A. The 15,000 kWh is a proxy for a commercial customer whose peak demand is equal to or
12 greater than 50 kW. SMT records energy rather than demand, so the parties created a
13 reasonable proxy to determine a customer whose demand is likely to meet or exceed 50
14 kW.

15 **Q. WHAT IS THE SIGNIFICANCE OF THE 50 kW THRESHOLD?**

16 A. A customer whose peak demand meets or exceeds 50 kW in the previous twelve months
17 is treated differently under the Commission's customer protection rules. The
18 Commission's substantive rule 16 TAC §25.471 provides that larger commercial
19 customers (50 kW or more) may agree to terms of service that reflect either a higher or

1 lower level of customer protections than would otherwise apply under the Commissions'
2 rules.

3 **Q. WHY DOES THE STIPULATION MODIFY THE CURRENT DATA SHARING**
4 **TERM FOR LARGE COMMERCIAL CUSTOMERS?**

5 A. Large commercial customers are generally more sophisticated electricity consumers than
6 residential or smaller business customers. Most large commercial customers have
7 dedicated energy managers and have longer term contracts (typically three to five years
8 for larger customers versus twelve months or less for residential customers¹).
9 Additionally, large commercial customers are more likely to bid into ERCOT's wholesale
10 electric market. Larger commercial customers understand data sharing agreements and
11 the intricacies of the electric market. In my opinion, it would be difficult for large
12 commercial customers to be subject to some type of fraudulent data sharing agreement or
13 to misunderstand the ramifications of a data sharing agreement or contract. Furthermore,
14 large commercial customers would be more likely to have the financial ability and
15 technical expertise to pursue legal actions to protect their interests.

16 **Q. DOES THES STIPULATION AND AGREEMENT PROVIDE ANY BENEFITS**
17 **WITH REGARD TO THE COSTS OF SMT?**

¹ According to Power to Choose (www.powertochoose.com) on January 21, 2018, 71% of the residential plans available in the Oncor service territory were for twelve months or less.

1 A. Yes. The annualized costs for SMT 2.0 will be less than the annualized costs associated
2 with current version of SMT. These lower costs will be reflected in Advanced Metering
3 System (AMS) costs that are included in rates.

4 **Q. IS THE STIPULATION REASONABLE?**

5 A. Yes. I believe the Stipulation is a reasonable resolution of the issues in this case based
6 upon negotiation and compromise. Additionally, the Stipulation will conserve the
7 parties' and the Commission's resources, reduce litigation, and eliminate controversy.

8 **Q. DOES THIS CONCLUDE YOUR TESTIMONY IN SUPPORT OF THE**
9 **STIPULATION?**

10 A. Yes, it does. Thank you.

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STIPULATION OF DONNY R. HELM, WITNESS FOR
THE JOINT TDUS**

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	Exhibit DRH-SD-1: Website Terms and Conditions (Version 2.0)	

1 **SUPPLEMENTAL DIRECT TESTIMONY OF DONNY R. HELM**

2 **I. INTRODUCTION**

3 Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND CURRENT
4 EMPLOYMENT POSITION.

5 A. My name is Donny R. Helm. My business address is 1616 Woodall
6 Rodgers Freeway, Dallas, Texas 75202. I am Director of Technology
7 Strategy and Architecture for Oncor Electric Delivery Company LLC
8 ("Oncor").

9 Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

10 A. In support of a stipulation reached in this proceeding ("Stipulation"), I am
11 providing supplemental direct testimony on behalf of AEP Texas Inc.;
12 CenterPoint Energy Houston Electric, LLC; Oncor; and Texas-New Mexico
13 Power Company (collectively, the "Joint TDUs").

14 Q. ARE YOU THE SAME DONNY R. HELM WHO PREVIOUSLY
15 SUBMITTED DIRECT AND REBUTTAL TESTIMONY IN THIS DOCKET?

16 A. Yes, I am. I filed direct testimony in Docket No. 47472 in which I provided
17 an overview of Smart Meter Texas ("SMT"), the process by which the
18 current requirements for SMT were established, and the changes to the
19 SMT business requirements ("Business Requirements") initially proposed
20 by the Joint TDUs in response to the petition filed by Commission Staff
21 initiating this proceeding. My educational and professional qualifications
22 are described in my previously filed direct testimony as well. I also filed
23 rebuttal testimony in Docket No. 47472 responding to certain proposals
24 and opinions regarding changes to the existing Business Requirements
25 raised in the direct testimonies of various intervenor witnesses.

26 Q. IN ADDITION TO SUBMITTING DIRECT AND REBUTTAL TESTIMONY,
27 HAVE YOU HAD ANY OTHER INVOLVEMENT IN THIS DOCKET?

28 A. Yes, I have. In addition to submitting written direct and rebuttal testimony,
29 I also participated in numerous technical and settlement conferences with
30 the other parties to this case, and I testified live at the December 4-5,
31 2017 hearing on the merits that took place at the State Office of

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PUC Docket No. 47472

Helm – Supplemental Direct

1 Administrative Hearings. As discussed in more detail below, as a result of
2 the efforts of the parties in this proceeding to change the SMT Business
3 Requirements, I also engaged the current SMT vendor on behalf of the
4 Joint TDUs to provide a pricing proposal in an expedited manner for the
5 provision of the next version of SMT ("SMT 2.0").

6 Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT
7 TESTIMONY IN SUPPORT OF THE STIPULATION?

8 A. The parties to this proceeding are filing a signed Stipulation reflecting the
9 agreements reached between the parties resolving all but one issue in this
10 proceeding. The Stipulation is provided as Exhibit A to the Joint Motion.
11 One party – Orcutt Enterprises, LLC – has not taken a position on the
12 Stipulation, but all remaining parties to this proceeding have signed the
13 Stipulation (the "Signatories"). The purpose of my supplemental direct
14 testimony is to: (1) provide a high-level overview of some of the important
15 changes to SMT provided for in the Stipulation; (2) describe the IBM bid
16 solicitation process for the provision of SMT 2.0; (3) explain the Joint
17 TDUs' need for a good cause exception to certain Home Area Network
18 ("HAN")-related requirements contained in 16 Tex. Admin. Code ("TAC") §
19 25.130 and related Commission orders; and (4) describe why the
20 Stipulation is in the public interest and should be approved by the
21 Commission.

22 **II. TERMS OF THE STIPULATION**

23 Q. WHAT ARE SOME OF THE IMPORTANT CHANGES TO SMT THAT
24 ARE PROVIDED FOR IN THE STIPULATION?

25 A. One important change to SMT contemplated in the Stipulation is the
26 implementation of a new, simpler process for a customer to authorize a
27 Competitive Service Provider's ("CSP's") access to the customer's SMT
28 data. Under this new process developed by the Signatories, the customer
29 will no longer be required to create an SMT account and will have to take
30 fewer actions in order to grant a CSP access to the customer's SMT data.

31 As noted in the supplemental direct testimony of Kevin Boudreaux filed in

1 support of the Stipulation, this new process is expected to facilitate
2 customers' receipt of services from CSPs, which will potentially provide
3 access to cost savings opportunities for the customers.

4 The Stipulation also provides for the implementation of numerous
5 technical changes to SMT, including but not limited to the elimination of all
6 HAN functionalities, the modification of existing and provision of new
7 application programming interfaces ("APIs"), and enhanced provision of
8 re-versioned interval data. Under the Stipulation, the Signatories agree
9 that SMT will continue to have Green Button Download My Data
10 functionality, and the API data format and specifications will comply with
11 the Green Button standard as of 2017, but otherwise, there is no
12 commitment to implement Green Button Connect My Data except as
13 specifically set forth in the Stipulation. Please refer to the testimonies of
14 Therese Harris, Michele Gregg, Mona Tierney-Lloyd, Kevin Boudreaux,
15 and John Schatz filed in support of the Stipulation for further discussion on
16 these and other important changes to SMT contemplated under the
17 Stipulation.

18 Q. HAVE THE SIGNATORIES REVIEWED ANY OTHER SMT-RELATED
19 ITEMS ASIDE FROM THE STIPULATION AND THE SMT 2.0 BUSINESS
20 REQUIREMENTS?

21 A. Yes. During the course of this proceeding, the Joint TDUs developed a
22 revised set of the Website Terms and Conditions that will be used for SMT
23 2.0, as may be modified from time to time by the Joint TDUs, and the
24 Signatories have reviewed this document. These revised Website Terms
25 and Conditions are attached as exhibit DRH-SD-1 to my supplemental
26 direct testimony, although the Signatories are not requesting that the
27 Commission approve or take action on this document.

28 **III. IBM BID PROCESS**

29 Q. WHEN DO THE CURRENT SMT VENDOR SERVICE CONTRACTS
30 EXPIRE?

1 A. The Joint TDUs currently have two service contracts with IBM (the vendor
2 that developed and constructed the SMT website) pursuant to which IBM
3 has continually hosted and maintained SMT since its inception ("IBM
4 Service Contracts"). These current IBM Service Contracts expire on
5 December 31, 2019.

6 Q. PLEASE EXPLAIN THE PROCESS BY WHICH THE JOINT TDUS
7 OBTAINED IBM'S BID TO PROVIDE AND SUPPORT SMT 2.0.

8 A. During the course of negotiations between the Signatories, and prior to the
9 drafting and execution of the Stipulation, the Signatories developed a term
10 sheet memorializing their agreements on the features of SMT 2.0 that
11 should be implemented ("Term Sheet"). Once an agreement was reached
12 on the Term Sheet, Oncor, on behalf of the Joint TDUs, sent the Term
13 Sheet—including the agreed list of SMT 2.0 Business Requirements—to
14 IBM and requested that IBM respond with a bid for providing and
15 supporting SMT 2.0 consistent with those terms.

16 Q. WHY DID THE SIGNATORIES AGREE TO SEEK THIS BID FROM IBM
17 RATHER THAN SOLICITING BIDS THROUGH A REQUEST FOR
18 PROPOSALS ("RFP") PROCESS FROM ALL POTENTIAL VENDORS
19 THAT MIGHT BE INTERESTED IN PROVIDING AND SUPPORTING
20 SMT 2.0?

21 A. The Signatories sought to obtain a bid exclusively from IBM due to the
22 belief that it would be less expensive and more expeditious for the current
23 vendor (IBM) that is already providing SMT on behalf of the Joint TDUs to
24 develop and implement the changes needed for SMT 2.0, rather than
25 retaining a brand new contractor through an RFP process to develop and
26 construct the revised SMT web portal.

27 Q. DID IBM RESPOND TO THE JOINT TDUS' REQUEST FOR A BID?

28 A. Yes. In January 2018, IBM responded with its cost proposal for providing
29 and supporting SMT 2.0 through December 2023. IBM proposed an
30 annual price to provide and support SMT 2.0 that is lower than the current
31 contract amount. Therefore, the Signatories agreed in the Stipulation that

1 the Joint TDUs should enter into amendments to the current IBM Service
2 Contracts pursuant to which IBM will provide SMT consistent with the
3 Term Sheet (including the SMT 2.0 Business Requirements). As a result,
4 the annualized cost under the amended IBM Service Contracts will be less
5 than the current annualized costs of the IBM Service Contracts prior to the
6 initiation of this proceeding.

7 Q. WHEN WILL THE AMENDMENTS TO THE IBM SERVICE CONTRACTS
8 BE EXECUTED?

9 A. If the Commission approves the Stipulation, then the Joint TDUs will enter
10 into the amendments to the IBM Service Contracts upon the
11 Commission's issuance of its final order in Docket No. 47472. The
12 amendments will become effective immediately and will extend through
13 December 2023. Thus, SMT cost savings could be realized starting in
14 2018 upon the issuance of the Commission's order.

15 Q. WILL THE COSTS INCURRED UNDER THE AMENDED IBM SERVICE
16 CONTRACTS BE THE ONLY SMT-RELATED COSTS INCURRED BY
17 THE JOINT TDUS GOING FORWARD?

18 A. No. Just as is the case today, the Joint TDUs will continue to incur other
19 SMT-related costs such as costs for an operations manager, legal
20 services, audits, and testing that are not related to the IBM Service
21 Contracts and are not included in the IBM cost proposal.

22 **IV. GOOD CAUSE EXCEPTION**

23 Q. WHY HAVE THE SIGNATORIES AGREED TO ELIMINATE ALL HAN
24 FUNCTIONALITY IN SMT 2.0?

25 A. The Signatories agreed to eliminate all HAN functionality as part of SMT
26 2.0, with the understanding that any HAN device that is paired to a meter
27 and in use at the time SMT 2.0 is implemented will remain functional until
28 such time that the device is (i) disconnected from that meter (due to the
29 removal of the meter, action taken by the HAN device owner, or
30 otherwise), or (ii) no longer functioning as desired. As explained in my
31 rebuttal testimony, this decision to eliminate the HAN functionality is based

1 on the fact that there are no aspects of the HAN functionality that are
2 being sufficiently utilized today to warrant their retention. Further, as I also
3 explained in my rebuttal testimony, there are multiple energy monitoring
4 devices more widely available on the market today that are being used by
5 customers as part of their home energy management options. These
6 devices utilize various industry standards and come complete with
7 companion apps or websites that may offer additional analytical
8 capabilities to customers. The devices are rapidly evolving and are not
9 restricted to the ZigBee SEP v1.0 standard deployed by the Joint TDUs.

10 Q. ARE THE SIGNATORIES SEEKING A GOOD CAUSE EXCEPTION IN
11 THIS CASE IN CONNECTION WITH THE ABOVE-DESCRIBED
12 AGREEMENT TO ELIMINATE THE HAN FUNCTIONALITY?

13 A. Yes. 16 TAC § 25.130 contains requirements related to an advanced
14 metering system ("AMS"), with § 25.130(g)(1)(J) specifically requiring that
15 an AMS provide or support the capability to communicate with devices
16 inside the premises, including, but not limited to, usage monitoring
17 devices, load control devices, and prepayment systems through a HAN
18 based on the ZigBee 1.0 specification. In addition, the Commission has
19 issued orders setting forth requirements for each Joint TDU's deployment
20 of its AMS. The Signatories agree that the Joint TDUs should be granted
21 a good cause exception to any requirements to provide the capability to
22 communicate with HAN devices set forth in 16 TAC § 25.130(g)(1)(J) or in
23 the Commission's related AMS orders so that the Joint TDUs will not be in
24 noncompliance with any such requirements.

25 **V. BENEFITS OF THE STIPULATION**

26 Q. WHAT ARE SOME OF THE BENEFITS PROVIDED BY THE
27 STIPULATION FILED IN THIS CASE?

28 A. If approved by the Commission, the Stipulation will unanimously (with the
29 exception of Orcutt Enterprises, LLC, as explained above) resolve all but
30 one contested issue in this case. Also, as I previously discussed, the
31 Stipulation contemplates that the Joint TDUs will execute amendments to

1 the IBM Service Contracts in the near future in order for IBM to proceed
2 with the timely provision of SMT 2.0. Further, the annualized costs under
3 the amended IBM Service Contracts will be lower than the current
4 annualized costs under the contracts prior to the initiation of this
5 proceeding.

6 Q. DO YOU BELIEVE THAT THE SMT 2.0 BUSINESS REQUIREMENTS
7 ARE APPROPRIATE?

8 A. Yes, I do. The SMT 2.0 Business Requirements were developed based
9 on a thorough analysis of the technical features of SMT that have been
10 used by customers and the features that have not been widely used. The
11 Signatories have retained the features that have shown to be beneficial to
12 customers, and they have done away with the features that have been
13 underutilized and appear to be unnecessary. The Signatories also
14 developed a new, simpler process for customers to provide access to their
15 SMT data to parties that can potentially help them save money on their
16 electric bills. I believe that upon implementation of the SMT 2.0 Business
17 Requirements, SMT should be more user-friendly and should provide
18 customers with an easier means to share their SMT data with CSPs
19 should they choose to do so.

20 Q. DO YOU BELIEVE THE STIPULATION IS IN THE PUBLIC INTEREST
21 AND SHOULD BE APPROVED BY THE COMMISSION?

22 A. Yes, for the reasons stated above, I believe that the Stipulation—including
23 the SMT 2.0 Business Requirements—is in the public interest and should
24 be approved by the Commission.

25 Q. WHAT HAPPENS IF THE COMMISSION MODIFIES A PROVISION OF
26 THE REVISED STIPULATION?

27 A. As with other settlements, the Signatories agree that the Stipulation
28 should be viewed as a whole. The Stipulation is the product of a
29 compromise reached as the result of give and take among parties during
30 negotiations. As a result, if the Commission does not accept the
31 Stipulation as presented or issues an order inconsistent with the terms of

1 this Stipulation or the proposed order attached thereto, then the
2 Signatories have agreed that any Signatory adversely affected by that
3 alteration has the right to withdraw from the Stipulation, thereby becoming
4 released from its obligations arising under the Stipulation, and to proceed
5 as otherwise permitted by law to exercise all rights available under the
6 law. The right to withdraw must be exercised by providing the other
7 Signatories written notice within 20 calendar days of the date the
8 Commission order acting on the Stipulation is filed. Failure to provide
9 such notice within the specified time period shall constitute a waiver of the
10 right to withdraw and acceptance of the changes to the Stipulation made
11 by the Commission. Thus, the Signatories urge the Commission to
12 approve the Stipulation as presented and in its entirety in order to
13 preserve the balance achieved by the Signatories. That having been said,
14 these terms are not intended in any way to limit the authority of the
15 Commission to enter any order it deems appropriate; it merely reserves
16 the Signatories' rights to withdraw their support under certain
17 circumstances.

18 **VI. CONCLUSION**

19 Q. WHAT ARE YOUR CONCLUSIONS ABOUT THE STIPULATION?

20 A. The SMT 2.0 Business Requirements have been designed with the goal of
21 streamlining access to and increasing usage of SMT data, and the IBM-
22 related costs for providing and supporting SMT 2.0 will be lower than the
23 current IBM-related costs prior to the initiation of this proceeding. For
24 these reasons, and for the reasons discussed above in my supplemental
25 direct testimony, I believe that the Stipulation—including the SMT 2.0
26 Business Requirements—is in the public interest and should be approved
27 by the Commission.

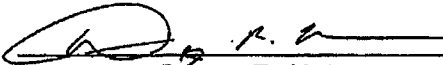
28 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL DIRECT
29 TESTIMONY?

30 A. Yes, it does.

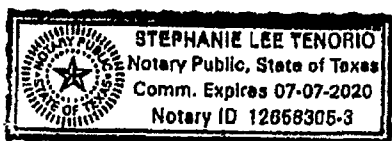
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Donny R. Helm, who, having been placed under oath by me, did depose as follows:

My name is Donny R. Helm. I am of legal age and a resident of the State of Texas. The foregoing supplemental direct testimony offered by me is true and correct, and the opinions stated therein are, to the best of my knowledge and belief, accurate, true and correct.


Donny R. Helm

SUBSCRIBED AND SWORN TO BEFORE ME by the said Donny R. Helm this 25th day of January, 2018.




Notary Public, State of Texas

SOAH Docket No. 473-18-0708
PUC Docket No. 47472

Helm – Supplemental Direct

WEBSITE TERMS AND CONDITIONS
Version 2.0

These Website Terms and Conditions (these "Terms") set forth the terms and conditions for use of this website (this "Website") to gain access to the Smart Meter Texas web portal (the "Web Portal"). In these Terms, "you" or "your" refers to any user of this Website (the "SMT User") except as otherwise specified herein, and "we" or "us" or "our" refers to the owner(s) or operator(s) of this Website.

Please read these Terms and the information referred to or linked to in these Terms, if any, carefully and ensure that you understand them. Your initial acceptance of these Terms and your continued use of this Website constitutes your understanding of, and your agreement to comply with, all of the terms and conditions in these Terms. From time to time, we may unilaterally and without prior notification modify these Terms, so it is important that you review these Terms every time you use this Website. Any use of this Website is an acceptance of these Terms as then posted. Your right to use this Website is conditioned on your compliance with all of these Terms.

1. Use of this Website

a. We grant you a limited, non-exclusive, revocable, terminable, non-assignable, non-transferable right, without the right to sublicense or grant sublicenses, to (i) access and/or use this Website, the Web Portal, and the material and information contained or provided on this Website ("Content," but not including Data, as defined below) that is made available by us for your access and/or use, and (ii) access, view, download and/or use any electricity consumption or generation data or meter data of a customer of electricity services that is served by a TDSP (as defined below) (each, a "Customer") collected through the use of an advanced metering system (any such consumption or generation data or meter data of a Customer referred to herein as "Data") that you are permitted to access, view, download and/or use under Section 2 of these Terms. Data is further defined as belonging to a specific Premises. The term "Premises" means, with regard to a Customer and to electricity supply services provided to such Customer, the specific location at which such Customer takes and consumes the electricity supplied to such Customer as part of such electricity supply service. The term "TDSP" means any electricity transmission and distribution service provider that owns and operates an electric delivery system, and/or otherwise participates in making Data available through the Web Portal.

b. The rights under Section 1.a. of these Terms are the only rights granted to you with regard to this Website and any Content and are conditioned on your continued compliance with these Terms. We may at any time, with or without prior notice, modify, change, remove, and add any Content, change the address of this Website, or suspend, terminate, prevent access to, or undertake maintenance regarding this Website or any part thereof without being liable to you or anyone else, except if and to the extent prohibited by applicable U.S. federal or Texas state or local law. Within the requirements of applicable U.S. federal and Texas state and local law, your access to any Data or your ability to take any other action through the Web Portal will be conditioned on prior verification of your identity and authorization by requiring input of a unique confidential password and/or user identification information ("Access Information"). Unless required otherwise by this Website, you will select your password for accessing the Web Portal. To preserve the security of this Website and the Web Portal, you shall keep the password confidential. You shall change the password periodically and at any time if you know or believe that your Access Information has been acquired, obtained, or used by a third party without authorization, including, without limitation, upon any request to change the password via this Website. In addition to your current password, this Website will store your three most recent passwords, none of which will be available as a password if you change your current password.

c. You agree that, while accessing or using this Website and subject to immediate termination without notice, you will not:

- (i) access, view, download or use, or attempt to do so, any Data, except solely as permitted under Section 2 of these Terms; or

- (ii) monitor, gather, obtain, use, access or copy Content, Data, any information residing on any server, appliance or database connected to this Website, or any information of other users of this Website by using any robot, bot, spider, crawler, spyware, malware, beacon, engine, device, software, or extraction tool, other than as prescribed by identified functionality provided by this Website, or without legal authorization or permission; or
- (iii) obtain or attempt to obtain unauthorized access, such as circumventing or attempting to circumvent any authentication or other security feature of any system, network, or account associated with this Website and the Web Portal, which includes, without limitation, logging into a server or account you are not authorized to access, or probing the security of any system, network, or account; or
- (iv) interrupt, damage, disable, overburden, circumvent, reverse engineer, make unauthorized use of, interfere with another's use of, or impair this Website, the Web Portal, or the services related to same, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; or
- (v) assist, support, incite or cause any third party in engaging in any activity set forth in this Section 1.c. or that otherwise violates these Terms; or
- (vi) act in any manner that will adversely affect the systems supporting this Website or the Web Portal, or the services related to the same; or
- (vii) act in any manner that will adversely affect the systems of the TDSPs; or
- (viii) act in any manner that will compromise the security of this Website, the Web Portal, any Content, any Data, or any services provided through the Web Portal.

d. When you send e-mail to us, you are communicating with us electronically and you consent to receive communications from us electronically. Furthermore, you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via this Website or otherwise, satisfy any legal requirement that such communications be in writing.

e. You are responsible for providing, paying for, and ensuring any internet connection and the use of any computer, hardware and software necessary or used for accessing and using this website, and for paying for and maintaining such connection, computer hardware, and software.

2. Access to and Use of Data

a. The following provisions in this Section 2.a apply specifically to accessing, viewing, downloading, and using Data through this Website under Section 1.a.(ii) of these Terms. You agree that your accessing, viewing, downloading, and using Data is limited to such Data that you are authorized to access and/or use.

- (i) If you are a Customer:
 - A. you or your agent may access, view, download and use only your Premises' Data after:
 - i. having accepted these Terms upon registering as an SMT User on this Website, and
 - ii. having agreed to meet and comply with any other requirements that may be set forth at that time on this Website; in addition,
 - B. you or your agent may integrate with this Website to access, view, download, and use your Premises' Data after:
 - i. having provided a static Internet Protocol ("IP") address, and

- ii. having provided a Secure Socket Layer ("SSL") Public Certificate issued by a public trusted authority.
 - (ii) If you are a Retail Electric Provider ("REP") of Record ("ROR") authorized user of a Customer:
 - A. you or your agent may access, view, download, and use the Data of such Customer's Premises after:
 - i. having accepted these Terms upon registering as an SMT User on this Website, and
 - ii. having provided a D-U-N-S number from Dun & Bradstreet, and
 - iii. having agreed to meet and comply with any other requirements and all applicable law that may be set forth at that time on this Website; in addition,
 - B. you or your agent may integrate with this Website to access, view, download, and use the Data of such Customer's Premises after:
 - i. having provided a static IP address, and
 - ii. having provided an SSL Public Certificate issued by a public trusted authority.
 - (iii) If you are a TDSP authorized user of a Customer:
 - A. you or your agent may access, view, download, and use the Data of such Customer's Premises after:
 - i. having accepted these Terms upon registering as an SMT User on this Website, and
 - ii. having provided a D-U-N-S number from Dun & Bradstreet, and
 - iii. having agreed to meet and comply with any other requirements and all applicable law that may be set forth at that time on this Website; in addition,
 - B. you or your agent may integrate with this Website to access, view, download, and use the Data of such Customer's Premises after:
 - i. having provided a static IP address, and
 - ii. having provided an SSL Public Certificate issued by a public trusted authority.
 - (iv) If you are a Competitive Service Provider ("CSP") authorized by a Customer to have access to that Customer's Data:
 - A. you or your agent must:
 - i. having accepted these Terms upon registering as an SMT User on this Website, and
 - ii. having agreed to meet and comply with any other requirements and all applicable law that may be set forth at that time on this Website, and
 - iii. having agreed to comply with all provisions of Section 2.c.; in addition,
 - B. you or your agent may integrate with this Website to access, view, download, and use the Data of such Customer's Premises' Data after
 - i. having provided a static IP address, and
 - ii. having provided an SSL Public Certificate issued by a public trusted authority.
 - C. you or your agent may access, view, download, and use the Data of such Customer's Premises after having provided the Customer's Electronic Service Identifier ID ("ESIID"), Meter Number, ROR's Certificate Number, and the length of time the Customer has authorized the CSP to have access to its Data.
- b. You must ensure that any of your employees and agents (as applicable) accesses and uses this Website, the Web Portal, and any Data solely while being an employee or agent of you and authorized to, and having a need to, access and use this Website, the Web Portal, or any Data for your benefit and on your behalf and must ensure that any employee or agent ceases such access and use after being terminated by you or no longer having any need for such access or use. Otherwise, you may not access, view, download or use any Data unless and to the extent you are permitted to do so.
- c. If you wish to access, view, download, and/or use a Customer's Data through the Web Portal (collectively, "Access Activities") as a CSP, you may do so only in accordance with the terms and conditions of this Section 2.c.

- (i) You may only engage in any Access Activities as a CSP with respect to a particular Customer solely after that Customer affirmatively acknowledges a Customer Affirmation Request (as defined below) and while such CSP specified term of access is in effect and solely for legally permissible purposes and reasons and in accordance with applicable law and such Customer Affirmation Request. In addition to the requirements set forth in this Section 2.c., this Website may set forth further requirements for engaging in any Access Activities, provided, however, in the event of any conflict between the requirements set forth in this Section 2.c. or on this Website and applicable law, the requirements under applicable law shall prevail.
- (ii) "Customer Affirmation Request" means an e-mail from SMT to a Customer requesting that a Customer affirm that he or she has entered into a data-sharing agreement with a CSP through which the Customer's Data may be shared with that CSP for a specified term ("Agreement").
- (iii) With regard to a Customer Affirmation Request, the following steps must be performed through the Web Portal, completion of each of which is required before the Website provides access to a Customer's Data:
 - A. provision to the Website by such CSP, in the form and format required by this Website, of the following information: i. the electronic mail address of such Customer; ii. the Customer's ESID; iii. the Customer's Meter Number; iv. the Customer's ROR Public Utility Commission of Texas ("PUCT") certificate number, v. the name of such CSP, vi. the electronic mail address of such CSP, vii. the phone number of such CSP, viii. the contact person for such CSP, and ix. the duration of the Agreement between CSP and Customer;
 - B. transmission of an email by this Website to the electronic mail address of the Customer identified by the CSP;
 - C. receipt of the Customer Affirmation Request at such Customer's electronic mail address; and
 - D. an electronic response by such Customer expressly affirming his/her Agreement with the CSP and acknowledging the required disclosures.
- (iv) As a CSP, you hereby warrant and represent that you will not provide any personal or personally identifiable information or data of any Customer unless you have the express permission of such Customer to provide such information or data to us or this Website and that you will not initiate a Customer Affirmation Request to a Customer unless you have the express permission of such Customer to have such Customer Affirmation Request sent to such Customer. If such Customer declines, rejects, or does not respond to the Customer Affirmation Request during a period of five weekdays following the dispatch of the e-mail containing the Customer Affirmation Request, such Customer will be deemed to have declined and rejected the Customer Affirmation Request.
- (v) A Customer entering into an Agreement to share his/her Data with a CSP may terminate that Agreement at any time by (1) establishing an account on this Website or the Web Portal and following the steps necessary to terminate the Agreement, or (2) directing the CSP to terminate its Data access. For those Agreements that have not been terminated by the Customer or the CSP, the Customer and the CSP in which the Customer has entered into an Agreement will be sent two emails (e.g., 30 days and 15 days prior to expiration of the Agreement) by the Website or the Web Portal prior to the expiration of the Agreement between the Customer and the CSP.
- (vi) In the event that the CSP uses or discloses any Data, or seeks to view, access, or download any Data, of a Customer other than as stated in a valid, unexpired, non-terminated Customer Affirmation Request issued by such CSP, any right to view, access, download, and use such Data

by the CSP shall terminate and cease to be effective immediately and automatically, without need for any notice. Any subsequent access, viewing, downloading, and/or use of such Data shall be unauthorized and illegal.

- (vii) Your access to and use of this Website and the Web Portal as a CSP or CSP's agent may be terminated or suspended (as we decide in our sole discretion) immediately (*e.g.*, by simply blocking your access to this Website and the Web Portal) in any of the following events:
- A. you fail or cease to meet or maintain all requirements and conditions for a CSP under these Terms, this Website, or applicable law;
 - B. you fail to comply with or breach or violate any term, provision, or condition of these Terms or any applicable law;
 - C. you engage in any Access Activity with regard to a Customer or a Customer's Premises that is not permitted under an un-expired and non-terminated Customer Authorization Request with such Customer or any applicable law;
 - D. you engage in any inappropriate activities on this Website, the Web Portal, or any system of a TDSP, or that negatively impacts this Website, the Web Portal, or any system of a TDSP, whereby the term "inappropriate activities" means, without limitation, any activity that is illegal, unlawful, fraudulent, deceitful, or designed or likely to, or does, cause any harm or damage to another's property, life, health, reputation, business, or business operations or any systems or data security breach, or infringe another's rights, or that contradicts the purpose for which this Website or the Web Portal is made available;
 - E. you engage in any unauthorized disclosure, use, modification, or utilization of private or confidential information or data in connection with, or obtained through, your access or use of this Website or the Web; or
 - F. you engage in "red flag behaviors," which include, but are not limited to, the following:
 - i. interfering with or falsifying Customer Affirmations;
 - ii. receiving Customer data that has not been authorized by the Customer;
 - iii. falsifying IP addresses;
 - iv. failing to terminate data access at Customer direction or Customer termination;
 - v. Sharing, selling, or distributing customer data without Customer authorization;and
 - vi. modifying or altering customer data.

The Website or the Web Portal will notify a CSP of its suspension, but not revocation, based on information provided in the CSP's registration with the Website or the Web Portal. The PUCT may direct the Website and the Web Portal to suspend or terminate CSP access to the Website and the Web Portal after notice and appropriate PUCT procedures. This Website and the Web Portal may set forth a process or processes applied in the event of any of the foregoing events or your termination or suspension hereunder. In the event of any termination or suspension, you shall cease any direct or indirect access to or use of this Website and the Web Portal and any direct or indirect Access Activity. Any direct or indirect access to or use of this Website and the Web Portal and any Access Activity following your termination or suspension shall be unauthorized and illegal.

- d. If you are an ROR, TDSP, or CSP that uses an agent to access, view, download, and use the Data of such Customer's Premises on this Website or the Web Portal, you may use your agent to access, view, download, and use the Data of such Customer's Premises solely on the condition that:

- (i) you have a written agreement with such agent that incorporates and binds such agent to these Terms;
 - (ii) you have the right to, and upon our request you will promptly, disclose such written agreement in full and without redactions;
 - (iii) we are intended third-party beneficiaries under such written agreement with regard to any provision of these Terms and any provision in such written agreement incorporating these Terms by reference;
 - (iv) you will permit such agent to access, view, download, and use only Data of any Customer's Premises whose Data you are permitted to access, view, download, and use under these Terms, under your relationship with such Customer (including, without limitation, any Agreement between you and such Customer, if any), and under applicable law, and solely while you are so permitted to access, view, download, and use such Data;
 - (v) you ensure that such agent provides such Data solely to you and does not otherwise store, share, distribute, or disclose any Data;
 - (vi) you ensure that such agent complies with these Terms applicable to such agent as well as any Agreement (if any) between you and the Customer whose Data such agent accesses, views, downloads, and uses for you;
 - (vii) you hereby accept responsibility for, and assume the liability for, any breach of these Terms or such written agreement with the agent, any Agreement (if any), or any applicable law, by such agent or any act or omission of such agent, including, without limitation, in connection with any accessing, viewing, downloading, and using or otherwise regarding any Data;
 - (viii) you reserve in the written agreement with such agent your right to terminate, and you will terminate, such written agreement upon such agent's breach of any obligations under these Terms related to any Customer or Customer's Data; and
 - (ix) you will stop any access to the Web Portal and this Website and any accessing, downloading, and viewing of any Customer's Data upon the termination or expiration of such written agreement with such agent, and will cause all Customers' Data in the possession or under the control of such agent to be returned to you and any remaining copy thereof irretrievably deleted.
- e. If you are an agent for a Customer, ROR, TDSP, or CSP, you may access, view, download, and use any Customer's Data only:
- (i) after entering into a written agreement with such Customer, ROR, TDSP, or CSP that incorporates these Terms and that is consistent with the provisions of these Terms;
 - (ii) on the condition of your full compliance with such written agreement and these Terms applicable to your activities or function;
 - (iii) upon the direction of, and for and on behalf of, such Customer, ROR, TDSP, or CSP, but always in accordance with these Terms and all applicable law, including, without limitation, all data privacy and utility regulatory law; and
 - (iv) on the condition of being fully responsible and liable for any and all claims related to any of your accessing, viewing, downloading, and using of any Customer's Data and any other act or omission in connection with your engagement by such Customer, ROR, TDSP, or CSP.

3. Entering into a CSP Data-Sharing Agreement for Your Premise

a. If you are a Customer and enter into an Agreement with a CSP to share your Data for your Premises, you hereby agree with the process and rights of such CSP under Section 2.c. of these Terms regarding the Access Activities that you grant such CSP with regard to your Data. You hereby expressly confirm and agree that any Agreement entered into by you with a CSP entitles such CSP, and you hereby give us the right to permit such CSP to access, view, download, and use your Data in accordance with such Agreement.

b. You hereby acknowledge and agree that:

- (i) you are solely responsible to review and receive legal and other counsel with regard to any Agreement and neither we nor any TDSP are liable or responsible for any CSP, or your entering into any Agreement, any provision therein, any Access Activities, or any consequences or results thereof;
- (ii) we do not confirm, investigate, check, or otherwise review the identity, background, activities, operations, or ownership (including, without limitation, verification of the identity, reliability, or lawfulness) of any CSP;
- (iii) we do not monitor or control any activities or operations of any CSP engaging in any Access Activities, whether or not permitted under a data-sharing agreement, including, without limitation, any viewing, accessing, downloading, and/or using any Data and whether and how or for what purpose any such CSP uses or discloses any Data, does so lawfully or in accordance with these Terms, and/or complies with any applicable law or any privacy policy or law regarding the Data;
- (iv) if you reject, decline, indicate as spam, or fail to respond to a request to share your Data with a CSP, we may store and retain the communication(s) of such rejection, refusal, reflection as spam, or failure to respond, associated with Your Personal Information (as defined in Section 5.a. of these Terms);
- (v) if you affirm that you have entered into a data-sharing agreement with a CSP, we may store and retain the communication(s) of such affirmation or acceptance of the data-sharing agreement with a CSP, associated with Your Personal Information;
- (vi) neither we nor this Website shall be responsible or liable for or in connection with any of the following or any damages, losses, and/or liability suffered by you arising from or related to any of the following, and you hereby expressly waive and relinquish, and covenant not to sue us regarding, any and all rights and remedies that you have or may have, or that exist or may exist, against us or any of our direct or indirect owners or operators or personnel:
 - A. our permitting or causing you, your TDSP, your ROR, or any CSP for or to whom you have entered into an Agreement to access, view, download, and use any Data or engage in any Access Activity;
 - B. any Access Activity and activity by you or your TDSP, your ROR, or any use or disclosure made by any CSP or any such CSP's direct or indirect personnel or affiliates of or regarding any of your Data;
 - C. any breaches or violations of any law, privacy obligations, these Terms, or otherwise by you, your TDSP, your ROR, or any CSP or any of their direct or indirect personnel or affiliates regarding any Access Activities, your Data, or

otherwise.

4. Ownership of this Website and Content; Marks; Rights to and Alteration of Data

a. We and/or our licensors own this Website, the Web Portal, any Content (other than Data owned by a Customer), and any copy, derivative work, improvement, derivation, translation, and/or transliteration of this Website or any Content, and all copyrights, trademarks, patents, trade secrets, and other intellectual property rights whatsoever, existing wherever and under whatever law, in and to this Website, the Web Portal, any page hereof, and any Content ("Intellectual Property Rights"). Except solely for the right to access and use this Website, the Web Portal and the Content as expressly set forth in Section 1.a. of these Terms, we do not grant you, and you do not receive, any right, title, interest, or license in or to or regarding, and you may not use or utilize in any way, this Website, the Web Portal, any Content, any Intellectual Property Rights, or any such copy, derivative work, improvement, derivation, translation, and/or transliteration. Should you own or acquire any such right, title, interest, or license, you agree to assign and transfer, and hereby assign and transfer, such right, title, interest or license to us and agree to take such steps as requested by us to ensure and cause such assignment and transfer to the fullest extent possible under applicable law.

b. The trademarks, service marks, tradenames, logos, domain names, and other names, marks and source identifiers displayed on or used with this Website or the Web Portal are owned by us or third parties, and this Website's or the Web Portal's trade dress is owned by us (collectively, the "Marks"). All Marks not owned by us are the property of their respective owners, and are used by us with permission. Nothing contained on this Website or the Web Portal may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Mark without the express written permission of us or the third party rights holder.

c. These Terms do not change any ownership right that you have in Data measuring your electricity consumption. Under applicable law, the "System of Record" for Data prior to delivery to the Web Portal is the TDSP that provided the Data. Once delivered by the TDSP, the "System of Record" becomes this Website and the Web Portal. You may not alter the Data maintained or stored on the Web Portal by any means other than through exception processes approved by the PUCT for the Texas electric utility market (including, but not limited to, MarkeTrak or SCR 727 and 740).

5. Privacy

a. As part of your registration in our registration system, or if you communicated with us through this Website or the Web Portal, we will or may collect or require you to give us your contact information (for example, your name, address, or e-mail address) and additional information, including, without limitation, your personal and personally identifiable information and data ("Your Personal Information," which shall not include Data). You can update Your Personal Information by logging in as provided on this Website or the Web Portal and following the commands. We will or may store Your Personal Information indefinitely. We will or may use Your Personal Information to verify your identity and to communicate with you, such as to respond to your inquiries and requests. We may keep Your Personal Information in an off-line form, for archival purposes or as otherwise required by law.

b. We will take reasonable steps to protect Your Personal Information as required by applicable law. We share Your Personal Information only for the purposes related to this Website or the Web Portal, only as necessary and only with (i) our own employees and corporate support service affiliates, (ii) you or an agent of you, (iii) any vendors, contractors, consultants, licensors, or suppliers of us that agreed to keep such information confidential, and (iv) any person authorized to have access to, or to whom we are required to provide or disclose, Your Personal Information under applicable law, regulation or rule or any order of any court (including any subpoena), governmental agency or governmental entity. Without your consent, we will not sell Your Personal Information to third parties for any reason. We may disclose Your Personal Information to (i) protect or exercise our rights or property but agree to take all reasonable precautions to ensure that Your Personal Information is not viewed or taken by any person other than as necessary for the protection or exercise of our rights or property, and (ii) enforce these Terms.

c. We may track your use of this Website or the Web Portal, including, without limitation, clicks from hyper links, hits per week, duration of your visit, and activities during your visit. This Website may capture your IP addresses. We use IP addresses to help diagnose problems with our server, to administer this Website, and to help ensure the security of your interaction with this Website. Your IP address is used to help identify you. As part of offering and providing customizable and personalized services, we may use "cookies" to store and sometimes track information about you. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. All sections of this Website where you are prompted to log in or that are customizable require your web browser to accept cookies.

6. DISCLAIMERS; EXCLUSION AND LIMITATION OF LIABILITY

a. We provide any access to and use of this website, the web portal, and any content on an "as is" "where is" basis. You access and use this website, the web portal, and any content at your own risk. We make no warranties and representations with regard to this website, the web portal, any communication related thereto, any Customer Authorization Request, any access activities, any content, or any access, accessibility, use, or utility thereof (including, without limitation, that any access to or use of this website, the web portal, or any content will be free of interruptions, errors, delays, or outages or will achieve particular results or meet your requirements). We disclaim any and all representations, warranties and covenants, express, implied and statutory, including, but not limited to, any warranties of merchantability, fitness for particular purpose, workmanship, title, license, and non-infringement.

b. All data to which we provide you with access in accordance with these terms through this website and the web portal meet the requirements under the tariff for retail delivery service applicable to us, as in effect at the time of the web portal's collection of the data. We make no warranties and representations with regard to the data and any access, accessibility, use, or utility of any data (including, without limitation, that data are anything other than usage data compiled, kept and transmitted by us in accordance with the terms and conditions of the tariffs for retail delivery service applicable to us).

c. Neither we nor any of our affiliates, vendors, contractors, consultants, licensors, or suppliers will be liable to any person or entity for any damages, direct, indirect, incidental, consequential, special, or liquidated, including, without limitation, loss of business, loss of profits or revenue, loss of data, damage to property, with regard to and in connection with this website, the web portal, any communication related thereto, any Customer Authorization Request, any access activities, any content, any data, any use or access thereof, or any delay, interruption, failure or inability of such use or access, except for any direct damages resulting from our gross negligence or intentional misconduct. If this subsection c. is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall our total liability to you for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount of US \$50.

d. We do not provide any legal or other advice on this Website, the Web Portal, or any Content. No information obtained by you from us or through or from this website constitutes or will give rise to any warranty.

e. The disclaimers and exclusions and limitations of liability contained in this Section 6 are a material part of our agreement to provide this website to you.

f. Neither we nor any of our affiliates, vendors, contractors, consultants, licensors, or suppliers shall be liable for any act or event that is beyond our or its control and which could not be reasonably anticipated or prevented through the use of reasonable measures, including, but not limited to, an act of god, act of the public enemy, terrorism, war, insurrection, riot, fire, explosion, labor disturbance or strike, natural disaster, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with an order, law, rule, regulation, or restriction by a governmental, military, or lawfully established civilian authority.

g. If and to the extent that any applicable law provides that, notwithstanding the foregoing

provisions of this Section 6, any disclaimer, exclusion of liability, or limitation of liability, or part thereof, set forth in this Section 6 is not valid or enforceable, the disclaimer or exclusion of liability or limitation of liability under this Section 6 shall be interpreted to be effective to the greatest extent to effect the purposes and intent of such provisions as written herein and as permissible under such applicable law. Some jurisdictions may not allow the exclusion of implied warranties or liability, therefore, if this is the case, some of the above exclusions may not apply to you.

7. Indemnification

You agree to indemnify, defend, and hold harmless us, our affiliates, and the officers, employees, agents, vendors, contractors, consultants, licensors, or suppliers of us or our affiliates (collectively, the "Indemnitees") from any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any Indemnitee, or on account of the investigation, defense, or settlement thereof, arising in connection with: (i) your breach of these Terms, any of your obligations hereunder, or any Agreement to which you are a party, (ii) your registration as a user of this Website, the Web Portal, or any use of your Access Information, (iii) your direct or indirect access to and your viewing, downloading, and using of this Website or the Web Portal, any Content, and/or any Data, including, without limitation, by any agent of you (if any), (iv) any communication by you or on your behalf or any agent of you (if any), (v) any breach of any law, privacy obligations of you, or any of these Terms by you or anybody acting on your behalf or any agent of you (if any), (vi) any negligence, willful misconduct, or strict liability of you or anybody acting on your behalf or any agent of you (if any), regardless of any contributory, sole, or comparative negligence of us, (vii) if you have any agent, any claims by any such agent or arising from your relationship with any such agent, and/or (viii) any loss, destruction, corruption, disclosure, or use of or damage to any Content or Data as a result of any act or omission by you or on your behalf or any agent of you (if any).

8. Linking; Framing; Alert Banners

a. In some cases, we may post links to any sites or pages outside this Website or the Web Portal, which are provided solely for your convenience, and you access or use such links, sites or pages at your own risk. In other cases, you may access this Website or the Web Portal through the link on another website or page or framed by another site. In no event are we responsible or liable for any link, any site or page linked from this Website the Web Portal or linking to this Website the Web Portal, any site or page framed by this Website, the Web Portal or part of it or framing this Website, the Web Portal or any part of it, or for any contents, data, materials, software, code, virus, worm, or other thing contained in, transmitted by or affecting any such link, linked site or page, linking site or page, framed site or page, or framing site or page. You may not frame this Website, the Web Portal or any Content, or deep - link to any part of this Website, the Web Portal or any Content, or any part thereof, or cause any banners to appear anywhere on or in connection with this Website, the Web Portal or any Content, or any part thereof.

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c. Should any section, or portion thereof, of these Terms be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of these Terms as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; these Terms shall not otherwise be affected.

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DOCKET NO. 47472
SOAH DOCKET NO. 473-18-0708

COMMISSION STAFF'S PETITION	§	PUBLIC UTILITY COMMISSION
TO DETERMINE REQUIREMENTS	§	
FOR SMART METER TEXAS	§	OF TEXAS

SUPPLEMENTAL DIRECT TESTIMONY IN SUPPORT OF STIPULATION

OF

MONA TIERNEY-LLOYD

ON BEHALF OF

ENERNOC, INC.

JANUARY 26, 2018

ENERNOC, INC.
SUPPLEMENTAL DIRECT TESTIMONY IN SUPPORT OF STIPULATION
OF MONA TIERNEY-LLOYD
PUC DOCKET NO. 47472
SOAH DOCKET NO. 473-18-0708

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1 I. INTRODUCTION

2 Q. PLEASE STATE YOUR NAME, YOUR POSITION, AND YOUR BUSINESS
3 ADDRESS.

4 A. My name is Mona Tierney-Lloyd. I am Senior Director, Regulatory Affairs for
5 EnerNOC, Inc., an Enel Group Company. My business address is P.O. Box 378,
6 Cayucos, CA 93430.

7 Q. DID YOU FILE DIRECT AND CROSS-REBUTTAL TESTIMONY IN THIS
8 PROCEEDING?

9 A. Yes.

10 II. PURPOSE OF SUPPLEMENTAL DIRECT TESTIMONY

11 Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT TESTIMONY?

12 A. As a result of negotiation and compromise, the parties in this proceeding have entered
13 into a Stipulation which resolves most of the issues of contention in this proceeding and
14 provides updated Business Requirements for Smart Meter Texas 2.0 (SMT). In my
15 Supplemental Direct Testimony in Support of Stipulation, I will address the approach to
16 implement an Application Programming Interface ("API") for SMT; the length of time
17 and the mechanics for which a customer can agree to share their data with a Competitive
18 Service Provider (CSP); the premise and meter attributes that will be retained in SMT;
19 and the protections against potential bad behaviors, or "red flag" behaviors, that are set
20 forth in the Stipulation.

21 Q. DOES ENERNOC SUPPORT THE STIPULATION AND SETTLEMENT?

22 A. Yes. The negotiated resolution in the Stipulation and the updated Business Requirements
23 for SMT are a reasonable compromise that is in the public interest. The streamlined

1 process that will be implemented will significantly improve the ability of customers to
2 share their electric usage data with third parties. This will benefit customers and
3 facilitate customers receiving services they want from third parties that will help them
4 better manage their energy consumption, choose more cost-effective plans for the electric
5 service, or obtain other services of benefit to them.

6 III. API FOR SMT 2.0

7 Q. ONE OF THE CONTESTED ISSUES IN THIS PROCEEDING WAS WHETHER SMT
8 SHOULD IMPLEMENT THE REQUIREMENTS OF GREEN BUTTON CONNECT
9 MY DATA. HOW WAS THAT ISSUE RESOLVED?

10 A. In this Settlement and Stipulation, the parties agreed to implement the Green Button
11 Connect My Data (GBCMD) API consistent with the GBCMD standard for purposes of
12 data access and have also agreed not to implement the customer authorization and
13 verification requirements of that API. In addition, the SMT API data format will be
14 compliant with 2017 Green Button standards, and SMT will use Green Button format for
15 providing historical energy usage and daily energy usage. In lieu of the authentication
16 and verification aspects of GBCMD, the parties agreed to a Texas-specific approach by
17 which a customer will authorize a third party to access the customer's data on SMT and
18 by which such authorization will be verified by SMT. This hybrid approach is a good
19 compromise of these very contentious issues and will provide a significantly better
20 method for allowing customers to authorize the sharing of their SMT data than previously
21 available.

22 Q. WHY DO YOU SUPPORT THIS APPROACH?

1 A. In my direct testimony in this proceeding at pages 9-10, I recommended modifications to
2 SMT to facilitate data access and to reduce points of friction for customers to authorize
3 third party access. Those recommendations included eliminating the requirement for a
4 customer to establish an account with SMT before the customer could authorize a third
5 party to access their data. Another recommendation I made was to allow continuous
6 access to data through a web portal and API using a standardized protocol and format. I
7 also suggested that the customer authorization process be streamlined to ensure customer
8 success in providing their agreement to share their data. In my cross-rebuttal testimony, I
9 specifically endorsed GBCMD and a separate letter of authorization (LOA) process.¹
10 This Settlement adopts GBCMD for purposes of data access, with a separate and
11 streamlined process for customer authorization and verification. For these reasons, I
12 support the Settlement and Stipulation.

13 IV. CUSTOMER AUTHORIZATION AGREEMENTS

14 Q. WHY DO YOU SUPPORT THE CUSTOMER AUTHORIZATION PROCESS
15 CONTAINED WITHIN THE STIPULATION AND SETTLEMENT?

16 A. The customer authorization process contained within the Stipulation and Settlement
17 accomplishes many of the goals identified in my direct and cross-rebuttal testimony. For
18 example, in the Settlement and Stipulation, customers are not required to establish an
19 account with SMT. Instead, the third party can obtain the customer authorization and can
20 submit a request for access to the customer data by submitting the customer's email
21 address, ESIID number, meter number, and certificate number of their Retail Electric
22 Provider of Record (ROR). The CSP also is required to provide its DUNS number, its

¹ Cross Rebuttal Testimony of Mona Tierney-Lloyd, at pp. 2-4.

1 contact information and agreement to comply with the SMT terms and conditions of
2 service.

3 To authenticate the customer, SMT will send an email notice to the customer
4 asking for confirmation of the data access request. Once affirmed, SMT will send a
5 confirmation email. The CSP will promptly receive access to the customer's data. I
6 support this process because it is streamlined and much easier than the current
7 requirements applicable to customers and CSPs and also provides a process for SMT to
8 verify that the data access request is authorized by the customer.

9 When a customer is nearing the end of the term of their sharing agreement, SMT
10 will send a renewal notification to the customer within 30 days of the termination date of
11 the authorization period, and again within 15 days of the termination date if no response
12 was received from the first notice.

13 Q. FOR WHAT PERIOD OF TIME CAN A CUSTOMER GRANT A CSP
14 AUTHORIZATION TO ACCESS THE CUSTOMER'S DATA ON SMT?

15 A. The length of time a data sharing agreement with a residential or small commercial
16 customer may last is an outstanding contested issue that is not resolved by the Settlement
17 and Stipulation. Large commercial customers will have the ability to enter into data
18 sharing agreements of up to 36 months. While I would have preferred to have ongoing
19 access to these customers' data over the same term as their service contract with
20 EnerNOC, with the ability of the customer to terminate that access when desired, the
21 agreement to a more limited term of 36 months for larger customers was reached as part
22 of the compromise of the settlement. In addition, as part of the compromise, SMT will

1 send an annual notice to the customer reminding them of their continued release of data
2 to the CSP, with information on how the customer can terminate this access if desired.

3 Q. IS THERE A PRACTICAL BASIS FOR ALLOWING THESE LARGER CUSTOMERS
4 TO ENTER INTO LONGER TERM SHARING AGREEMENTS?

5 A. Yes. These non-residential customers have a peak demand of 50 kilowatts or more
6 during any 12-month period. These customers already have the ability to agree to terms
7 of service that reflect either a higher or lower level of customer protections than would
8 otherwise apply under the Commission's Customer Protection Rules (see 16 TAC
9 §25.471 et seq.). In general, these are more sophisticated customers that have experience
10 with making commercial decisions that are consistent with the needs of their business.
11 Due to limitations of the information maintained by SMT, the identification of these
12 larger commercial customers will be by whether they have a peak usage of at least 15,000
13 kWh during any 12-month period. This is intended to be a proxy for a customer with a
14 50-kilowatt peak demand or larger.

15 Because these are larger, more sophisticated customers, EnerNOC tends to enter
16 into longer term service agreements with them. As such, it is important to have
17 uninterrupted access to their data during the term of the service agreement so as not to
18 disrupt the provision of services to the customer. In addition, EnerNOC provides
19 services to some of the TDUs and also bids resources into ERCOT's Emergency
20 Response Service (ERS). This is EnerNOC's source of revenue in order to provide
21 payments to customers. Interruptions in the flow of data can interfere with EnerNOC's
22 ability to meet its commercial obligations and can result in significant financial
23 consequences. Data is the means by which EnerNOC can assure itself and its partners of

1 its ability to meet its obligations. Allowing these data sharing agreements to extend
2 longer was a compromise among the parties.

3 V. PREMISE AND METER ATTRIBUTE INFORMATION

4 Q. IN HIS DIRECT TESTIMONY, JOINT TDU WITNESS DONNY HELM
5 RECOMMENDED THE ELIMINATION OF A NUMBER OF PREMISE AND METER
6 ATTRIBUTES MAINTAINED BY SMT. WAS THAT RECOMMENDATION
7 ADOPTED IN THE STIPULATION?

8 A. Not entirely. The parties agreed to eliminate six of the sixteen premise and meter
9 attributes Mr. Helm proposed discontinuing. The others will continue to be maintained.
10 The premise information that will continue to be maintained by SMT is listed in Business
11 Requirement 19, and the meter attributes that will continue to be maintained by SMT are
12 listed in Business Requirement 20. The elimination of six of the existing attributes will
13 reduce the data that must be maintained by SMT.

14 VI. CUSTOMER PROTECTIONS CONTAINED IN THE

15 SETTLEMENT AND STIPULATION

16 Q. WHAT CONSUMER PROTECTIONS ARE CONTAINED IN THE SETTLEMENT
17 AND STIPULATION?

18 A. One of the consumer protections contained within the Stipulation and Settlement is to
19 prevent continued access to data to CSPs who exhibit Red Flag Behaviors. In general
20 terms, Red Flag Behaviors are behaviors that signal the potential for danger, such as
21 unauthorized access to data, a threat to the privacy and security of a customer's data
22 stored in SMT, or that the third party who is currently receiving the customer's data may
23 be behaving in a manner that is contrary to the terms and conditions of SMT.

1 Q. WHAT ARE EXAMPLE RED FLAG BEHAVIORS?

2 A. Red Flag Behaviors include actions specified in Business Requirements 79 and 176.

3 These include:

4 (a) interfering with or falsifying customer affirmation;

5 (b) receiving customer data that has not been authorized by the customer;

6 (c) falsifying IP addresses;

7 (d) failing to terminate data access at the direction of a customer or upon termination
8 by the customer;

9 (e) sharing, selling, or distributing customer data without customer authorization; and

10 (f) modifying or altering customer data.

11 Q. IS THIS AN EXCLUSIVE LIST OF ALL RED FLAG BEHAVIORS?

12 A. No, this is not an exclusive list. The SMT Management Committee retains the authority
13 to determine if other actions constitute "red flags," but this list is intended to be indicative
14 of the kind of behaviors that are not allowed. This flexibility allows the SMT
15 Management Committee the ability to protect customers' electric usage information
16 stored in SMT from ongoing unauthorized access.

17 Q. WHAT AUTHORITY DOES THE SMT MANAGEMENT COMMITTEE HAVE IF
18 THEY FIND THAT A CSP IS ENGAGING IN A RED FLAG BEHAVIOR?

19 A. A finding by the SMT Management Committee of a "red flag" violation can lead to the
20 Committee immediately suspending or revoking a CSP's access to SMT data without
21 notice to the CSP, although the Committee may provide notice. A CSP will have the
22 ability to appeal such action to the Commission, and if the Commission reverses the

1 action taken by the SMT Management Committee, SMT will restore authorized data
2 access to the CSP.

3 Q. WHAT OTHER PROTECTIONS ARE INCLUDED IN THE SETTLEMENT FOR
4 CUSTOMERS?

5 A. The Commission may also terminate third party access to customer data after notice and
6 appropriate process. In addition, the SMT Management Committee, the TDUs, Staff and
7 OPUC, with the CSP, will work together to resolve customer complaints.

8 VII. CONCLUSION

9 Q DOES THIS CONCLUDE YOUR SUPPLEMENTAL DIRECT TESTIMONY IN
10 SUPPORT OF THE STIPULATION?

11 A Yes, it does.

DOCKET NO. 47472
SOAH DOCKET NO. 473-18-0708

COMMISSION STAFF'S PETITION	§	PUBLIC UTILITY COMMISSION
TO DETERMINE REQUIREMENTS	§	
FOR SMART METER TEXAS	§	OF TEXAS

SUPPLEMENTAL DIRECT TESTIMONY IN SUPPORT OF STIPULATION

OF

KEVIN BOUDREAUX

ON BEHALF OF

MP2 ENERGY TEXAS LLC

JANUARY 26, 2018

MP2 ENERGY TEXAS LLC
SUPPLEMENTAL TESTIMONY IN SUPPORT OF STIPULATION
OF KEVIN BOUDREAUX
PUC DOCKET NO. 47472
SOAH DOCKET NO. 473-18-0708

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1. NAME AND QUALIFICATIONS

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Kevin Boudreaux. My business address is 21 Waterway Avenue, The Woodlands, Texas 77380.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by MP2 Energy Texas LLC ("MP2T") as Vice President, Solar Operations.

Q. DID YOU FILE DIRECT AND CROSS-REBUTTAL TESTIMONY IN THIS PROCEEDING?

A. Yes.

II. PURPOSE OF SUPPLEMENTAL DIRECT TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT TESTIMONY?

A. As a result of negotiation and compromise, the parties in this proceeding have entered into a Stipulation which resolves the issues of contention in this proceeding and provides updated Business Requirements for Smart Meter Texas (SMT). In my Supplemental Testimony in Support of Stipulation, I support the process by which a customer will agree to share their data with a third party.

Q. DOES MP2T SUPPORT THE STIPULATION AND SETTLEMENT?

A. Yes. The negotiated resolution in the Stipulation and the updated Business Requirements for SMT are a reasonable compromise that is in the public interest. The streamlined process that will be implemented will significantly improve the ability of customers to share their electric usage data with third parties. This will benefit customers and facilitate customers receiving services they want from third parties that will help them be

1 smarter with their energy consumption, choose more cost-effective plans for the electric
2 service, or obtain other services they believe would benefit them.

3 III. CUSTOMER AUTHORIZATION PROCESS

4 Q. PLEASE PROVIDE AN OVERVIEW OF THE PROPOSED CUSTOMER
5 AUTHORIZATION PROCESS.

6 A. The parties have agreed to a simplified approach that will make it easier for a customer to
7 share their electric consumption data stored on SMT with a third party. When a customer
8 agrees to share their electric consumption data with a third party, they will inform the
9 third party of their e-mail address and three pieces of information that collectively
10 identify that customer to SMT: the customer's meter number, Electric Service Identified
11 ID (ESIID), and Retail Electric Provider (REP) of Record (ROR) certificate number. The
12 third party will submit a request to SMT to obtain access to the customer's electric
13 consumption data on SMT and will include this information and specify the period for
14 which the customer has agreed to share their data. SMT will send an e-mail to the
15 customer to verify the third party's request, and, once the customer confirms through a
16 single-click affirmation their agreement to share their data with the third party, SMT will
17 grant the third-party access to the customer's data.

18 Q. WILL THIS PROCESS MAKE IT EASIER FOR A CUSTOMER TO SHARE THEIR
19 ELECTRIC CONSUMPTION DATA ON SMT WITH A THIRD PARTY?

20 A. Yes. This process significantly streamlines the current SMT requirements to enable a
21 customer to share their data with a third party. A customer will not be required to create
22 an account on SMT as a prerequisite to sharing their data with a third party.

1 Q. WILL THIS PROCESS PROTECT THE PRIVACY OF CUSTOMERS' DATA ON
2 SMT?

3 A. Yes. While a customer's meter number and ESID may be publicly available
4 information, the identity of a customer's ROR is not. As a result, the requirement that all
5 three be provided by the third party to SMT as part of the third party's request to access
6 the customer's data provides assurance that the customer has agreed with that third party
7 to share their data with them.

8 Q. OVER WHAT PERIOD OF TIME WILL A CUSTOMER'S APPROVAL TO SHARE
9 THEIR INFORMATION BE VALID?

10 A. The length of time a data sharing agreement with a residential or small commercial
11 customer may last is an outstanding contested issue that is not resolved by the
12 Stipulation. For large commercial customers who have the ability to agree to terms of
13 service that reflect either a higher or lower level of customer protections than would
14 otherwise apply under the Commission's Customer Protection Rules (see 16 TAC
15 §25.471(a)(3)), a data sharing agreement can be for up to three years and can be renewed
16 prior to the expiration of that term. Due to limitations of the information maintained by
17 SMT, the identification of these larger commercial customers will be by whether they
18 have a monthly maximum kWh for the prior 12 months that meets or exceeds 15,000
19 kWh. This large level of consumption is a proxy for identifying a customer with a peak
20 demand during a month of more than 50 kilowatts.

21 IV. CONCLUSION

22 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL DIRECT TESTIMONY?

23 A. Yes, it does.

SOAH DOCKET NO. 473-18-0708

PUC DOCKET NO. 47472

COMMISSION STAFF'S PETITION TO DETERMINE	§	PUBLIC UTILITY COMMISSION
REQUIREMENTS FOR SMART METER TEXAS	§	OF TEXAS

Supplemental Direct Testimony in

Support of Stipulation of

John Schatz

on Behalf of the

Alliance for Retail Markets

and Texas Energy Association for Marketers

January 26, 2018

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OF JOHN SCHATZ

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III. SPECIFIC SUPPORT FOR THE STIPULATION.....5

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND CURRENT EMPLOYMENT POSITION.**

3 A. My name is John Schatz. My business address is 6555 Sierra Drive, Irving, Texas 75039.
4 I am currently employed by TXU Energy Retail Company LLC (TXU Energy) as Manager of
5 Market Relations.

6 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?**

7 A. Yes. I filed Direct Testimony of behalf of the Alliance for Retail Markets (ARM) and Texas Energy
8 Association of Marketers (TEAM) on October 19, 2017. I also filed Cross-Rebuttal Testimony on
9 behalf of those parties on November 14, 2017. My educational and professional qualifications
10 are described in my previously filed Direct Testimony.

11 **Q. HAVE THE PARTIES REACHED A SETTLEMENT IN THIS DOCKET?**

12 A. Yes. On December 28, 2017, the signatory parties filed a letter stating they had reached a
13 unanimous agreement resolving all but one issue in this docket. The letter represented the
14 signatory parties had signed a Term Sheet memorializing their agreement and had agreed to
15 finalize a full and comprehensive Stipulation consistent with the Term Sheet. On January 5,
16 2018, those parties filed a second letter identifying the single remaining unresolved issue for
17 briefing: Whether Smart Meter Texas should allow a Residential Customer or a Business
18 Customer that is not a Large Business Customer to grant a Competitive Service Provider (CSP)
19 access to the Customer's Smart Meter Texas (SMT) data for a term longer than 12 months?

20 The signatory parties filed a Stipulation resolving all issues, with the exception of the remaining
21 contested issue identified above. One party (Orcutt Enterprises, LLC) has not taken a position
22 on the Stipulation to date. The Stipulation includes Attachment 1, which lists the proposed SMT
23 2.0 Business Requirements, as agreed to by the signatory parties. My Supplemental Testimony
24 is being filed contemporaneously with the filing of the Stipulation and those proposed Business
25 Requirements.

26 **Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT TESTIMONY?**

27 A. My Supplemental Direct Testimony serves two purposes. First, it provides general support for
28 Commission approval of the Stipulation and the proposed SMT 2.0 Business Requirements.

1 Second, it provides specific support for Commission approval of certain provisions in the
2 Stipulation and the proposed SMT 2.0 Business Requirements. Those provisions include: (1) the
3 adoption of 15 new service level agreements (SLAs) addressing specific aspects of SMT's
4 operation (Business Requirements 51-65), and the provision of publicly available monthly and
5 annual reports measuring SMT's performance pursuant to those SLAs (Business Requirements
6 66-67); (2) the continued provision of publicly available monthly SMT operational and statistical
7 reports, as well as two new monthly reports (Business Requirements 68-70); (3) the provision of
8 new publicly available annual SMT budget and expenditure reports (Business Requirements 71-
9 72); and (4) the provision of a daily digest of re-versioned interval usage data to a Record of
10 Record (ROR) or CSP authorized to access the data (Business Requirements 112-113).

11 I recommend that the Commission approve the Stipulation and proposed SMT 2.0 Business
12 Requirements, and enter an order consistent with the terms of the agreement of the signatory
13 parties. It is my understanding that other signatory parties will individually submit supplemental
14 direct testimony in specific support of other elements of the Stipulation and the proposed SMT
15 2.0 Business Requirements.

16 II. GENERAL SUPPORT FOR THE STIPULATION

17 **Q. PLEASE EXPLAIN THE BASIS FOR YOUR GENERAL SUPPORT FOR COMMISSION APPROVAL OF**
18 **THE STIPULATION AND THE PROPOSED SMT BUSINESS REQUIREMENTS.**

19 **A.** The negotiated resolution of this proceeding through the Stipulation and proposed SMT 2.0
20 Business Requirements is fair and reasonable, and in the public interest. The full and
21 comprehensive resolution of all but one issue through the Stipulation will conserve the parties'
22 and public's resources, and eliminate controversy.

23 Many of the issues in this docket involve highly complex technical and policy matters relating to
24 SMT functionality. The parties engaged in detailed and lengthy discussions to address those
25 issues for the purpose of reaching settlement. In my view, approval of the Stipulation will
26 establish an appropriate scope of new and revised business requirements for the SMT portal,
27 based on the compromise and agreement of a broad spectrum of parties that include retail
28 electric providers (REPs), competitive service providers (CSPs), transmission and distribution
29 utilities (TDUs), municipalities, the Office of Public Utility Counsel (OPUC), and Commission Staff.
30 The formulation of the SMT 2.0 Business Requirements through negotiated agreement in this

docket is procedurally consistent with the formulation of SMT business requirements through the stakeholder processes used in the past.

III. SPECIFIC SUPPORT FOR THE STIPULATION

SMT Service Level Agreements and Related Reporting

Q. WHAT NEW SLAS ARE PROPOSED IN THE STIPULATION?

A. The new SLAs listed in Business Requirements 51-65 are comprised of performance standards and associated metrics measuring SMT operational performance in various areas. These areas include, but are not limited to, the availability of SMT's Graphical User Interface (GUI), Application Programming Interface (API), and File Transfer Protocol (FTP) interfaces for accessing customer usage data in SMT; the availability of SMT's data download functionality; the availability of customer electric usage data to RORs via SMT's FTP sites within a specific timeframe after SMT receives the data from the TDUs; the availability of customer electric usage data to customers and authorized parties via SMT's GUI, API, and CSP FTP interfaces within a specific timeframe after SMT receives the data from the TDUs; the processing of CSP agreement transactions and on-demand reads attempted by SMT users; and the response times to SMT users' calls and emails to the SMT Call Center/Help Desk. The performance metric associated with each SLA reflects a minimum level of reasonable performance for each SMT activity measured. Together, these performance measures and associated metrics will establish objective benchmarks in various areas of SMT's operational performance and will incentivize SMT to meet, or even exceed, those targets.

Q. WHY SHOULD THESE PROPOSED SLAS BE APPROVED?

A. The current IBM Service Contracts do not include any publicly known performance standards and associated metrics applicable to SMT's operations. The inclusion of the performance standards and associated metrics proposed in the Stipulation and related Business Requirements in amendments to the IBM Service Contracts will facilitate much-needed operational transparency into SMT's provision of services to the market. This transparency will inform market participants, OPUC, and the Commission about the efficacy of SMT's operations.

The SLAs will also make SMT accountable to the market and regulatory agencies by allowing measurements of its operational performance based on specific metrics. The SLAs codify SMT's

1 agreement to meet the minimum benchmark levels of performance established in each
2 performance standard and associated metric. From the perspective of a REP accessing customer
3 usage data from SMT, the availability of 15-minute interval usage data is an integral element of
4 competitive retail market operations, and REPs (as well as other market participants) are
5 entitled to timely insight into SMT's operational effectiveness in delivering this data.

6
7 **Q. DO THE PROPOSED SLAS INCLUDE ANY ADMINISTRATIVE OR MONETARY PENALTIES FOR**
8 **SUBSTANDARD PERFORMANCE?**

9 A. No. Business Requirements 66 and 67, however, respectively require SMT to provide publicly
10 available monthly and annual reports demonstrating SMT's performance under the SLAs. If SMT
11 does not meet a minimum standard of performance in an SLA in a particular month, as
12 measured by the applicable SLA metric, the Joint TDUs must provide a detailed explanation for
13 the substandard performance based on a root cause analysis and specify plans for meeting the
14 performance measure's metric in the future. Likewise, if SMT does not meet a minimum
15 standard of performance in an SLA in a particular year, as measured by the applicable SLA
16 metric, the Joint TDUs must provide on a quarterly basis a detailed explanation for the
17 substandard performance based on a root cause analysis and specify plans for meeting the
18 performance measure's metric in the future. Business Requirements 66 and 67 should
19 sufficiently promote compliance with the SLAs without the need for administrative or monetary
20 penalties.

21 **SMT Operational and Statistical Monthly Reports**

22 **Q. DOES THE STIPULATION PROPOSE TO CONTINUE THE EXISTING MONTHLY OPERATIONAL AND**
23 **STATISTICAL REPORTING CURRENTLY MADE PUBLICLY AVAILABLE BY SMT?**

24 A. Yes. Business Requirement 69 codifies those existing monthly reports. These reports detail on a
25 TDU-specific basis and cumulative basis the total number of ESIDs and meters currently stored
26 and managed in SMT; the numbers of Residential Customers, Business Customers, RORs, and
27 CSPs registered on SMT; the number of new customer registrations processed by SMT during
28 the previous calendar month; the number of active CSP agreements in SMT as of the end of the
29 previous calendar month; SMT's end-to-end file processing completeness percentages during
30 the previous calendar month; the percentage availabilities of the GUI, API, and FTP interfaces
31 during the previous calendar month; the number of on-demand reads processed by SMT during

1 the previous calendar month; the number of calls received by the SMT Help Desk (cumulative
2 only) during the previous calendar month; the number of help desk tickets created by SMT
3 during the previous calendar month; the number of help desk tickets resolved by SMT at the
4 level one call center help desk versus those required to be sent to level two support during the
5 previous calendar month; and the categories of the help desk tickets received.

6 **Q. WHY SHOULD SMT CONTINUE TO PRODUCE THESE PUBLICLY AVAILABLE MONTHLY REPORTS?**

7 A. The current SMT reports provide REPs, CSPs, TDUs, OPUC, and the Commission with valuable
8 and useful information and statistics about SMT's operations in various areas. Many of these
9 monthly reports resulted from Change Requests approved by the Advanced Metering Working
10 Group (AMWG) and Retail Market Subcommittee (RMS), or they were otherwise custom built to
11 address a reporting need identified by stakeholders. Consequently, SMT should continue to
12 produce and publicly disseminate these reports for the benefit of market participants and
13 regulatory agencies.

14 **Q. DOES THE STIPULATION PROPOSE ANY NEW PUBLICLY AVAILABLE MONTHLY OPERATIONAL**
15 **AND STATISTICAL REPORTING?**

16 A. Yes. Business Requirement 68 addresses a new monthly report detailing Operating Day + 1 daily
17 Load-Star Enhanced (LSE) file deliveries by TDU to SMT. The daily LSE files contain the validated,
18 edited, and estimated 15-minute interval data for the ESIIDs in each TDU's service territory. The
19 report will include the time the LSE files were delivered to SMT, the number of 15-minute
20 intervals received by SMT for the previous day's consumption, and the number of estimated
21 intervals for the previous day's consumption by customer class. Business Requirement 70
22 addresses a new monthly report detailing the number of users accessing the SMT website via
23 the GUI on a daily basis during the previous calendar month, including user identification
24 (Residential Customers, Business Customers, RORs, and CSPs), the amount of time accessed, and
25 the functions accessed. These two new monthly reports will provide valuable and useful
26 information to REPs, CSPs, TDUs, OPUC, and the Commission about those areas of SMT's
27 operations.

28 **Q. DOES THE STIPULATION IDENTIFY THE AVENUES BY WHICH SMT SHALL MAKE ITS**
29 **OPERATIONAL AND STATISTICAL MONTHLY REPORTS PUBLICLY AVAILABLE?**

1 A. Yes. The current monthly reports produced by SMT are made publicly available through AMWG.
2 All of the required monthly, quarterly, and annual reports listed in Business Requirements 66-72
3 shall be provided on SMT, to be accessible with or without an SMT account, and also filed in a
4 reporting compliance project opened by the Commission for such purpose.

5 **SMT Budget and Expenditure Reporting**

6 **Q. WHAT NEW SMT BUDGET AND EXPENDITURE REPORTS ARE PROPOSED IN THE STIPULATION?**

7 A. Business Requirement 72 addresses the filing of a projected annual SMT budget each year.
8 Business Requirement 71 addresses a new publicly available annual report presenting SMT's
9 prior-year expenditures broken down by category that includes a comparison of actual and
10 budgeted costs, as well as an explanation of any cost variance exceeding ten percent.

11 **Q. WHY SHOULD THIS NEW BUDGET AND EXPENDITURE REPORTING BE APPROVED?**

12 A. SMT does not make this type of financial information publicly available under the current IBM
13 Service Contracts. The inclusion of these reporting requirements in amendments to the IBM
14 Service Contracts will facilitate much-needed transparency into SMT's budget and expenditures.
15 This transparency will inform market participants, OPUC, and the Commission about the efficacy
16 of SMT's operations. It will also make SMT financially accountable to those market participants
17 and regulatory agencies by incentivizing it to operate within its projected annual budget.

18 **Access to Re-Versioned SMT Data**

19 **Q. HOW DOES THE STIPULATION PROPOSE TO ADDRESS SMT'S PROVISION OF RE-VERSIONED**
20 **USAGE DATA TO A ROR OR CSP AUTHORIZED TO ACCESS THE DATA?**

21 A. Business Requirement 112 addresses the ability of SMT to provide to a ROR or CSP, via an SMT
22 FTPS file, a daily digest of ESIIDs for which re-versioned interval data was delivered to SMT by a
23 TDU. This daily digest will include the applicable meter number, re-version number, and re-
24 version date for all ESIIDs the ROR or CSP is authorized to access on SMT.

25 **Q. WHY SHOULD THIS PROPOSAL BE APPROVED?**

26 A. Periodically, a TDU sends re-versioned 15-minute interval usage data to SMT for the purposes of
27 correcting erroneous interval data, or replacing estimated interval data with actual or updated
28 estimated data. While updating customer consumption data in the SMT data repository

1 contributes towards greater data integrity, a ROR or CSP currently must actively monitor interval
2 data to identify when re-versions occur or discover by happenstance any such changes while
3 analyzing individual premise usage data in SMT. The daily digest of re-versioned interval data
4 proposed in Business Requirement 112 will greatly assist both RORs and CSPs to more quickly
5 and efficiently identify re-versioned interval data for their customers. In particular, this
6 proactive notification of TDU data re-versioning will provide RORs the opportunity to update any
7 consumption information provided to the customer; to timely revise pre-paid service
8 consumption accounting; and to update a customer's bill prior to its release.

9 **Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL DIRECT TESTIMONY IN SUPPORT OF THE**
10 **STIPULATION?**

11 **A. Yes.**