



## Filing Receipt

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**SOAH DOCKET NO. 473-19-1841  
PUCT DOCKET NO. 48745**

<b>COMPLIANCE FILING OF ENTERGY</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
<b>TEXAS, INC. RELATING TO</b>	<b>§</b>	
<b>PARTICIPATION IN SMART METER</b>	<b>§</b>	<b>OF</b>
<b>TEXAS AND CHANGES TO ITS</b>	<b>§</b>	
<b>ADVANCED METERING SYSTEM</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>

**STIPULATION AND SETTLEMENT AGREEMENT**

This Stipulation and Settlement Agreement (“Stipulation”) is entered into between and among Entergy Texas, Inc. (“ETI”), the Staff of the Public Utility Commission of Texas (“Staff”), the Office of Public Utility Counsel (“OPUC”), and Mission:data Coalition, Inc. (“Mission:data”).

The parties joining this Stipulation will be referred to individually either as a Signatory or by the acronym assigned above, and collectively as the Signatories. The Signatories submit this Stipulation to the Commission as representing a just and reasonable disposition of the issues related to this docket that is in the public interest. The Signatories request approval of this Stipulation and entry of findings of fact and conclusions of law consistent with the Proposed Order attached as Attachment A to this Stipulation.

**I. BACKGROUND**

On July 18, 2017, ETI filed its *Application for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-standard Metering Service Fees* with the Public Utility Commission of Texas (the “Commission” or “PUC”).<sup>1</sup> The application was assigned PUCT Docket No. 47416.

As a part of its application for approval of its AMS Deployment Plan in Docket No. 47416, ETI proposed that it would not utilize Smart Meter Texas (“SMT”) but rather it would use its own

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<sup>1</sup> *Application of Entergy Texas, Inc. for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-standard Metering Service, Docket No. 47416 (Dec. 14, 2017).*

web-based customer engagement portal (“CEP”) to address issues of customer and third-party access to customer advanced meter data. At the time of the application, ETI affirmed that its web-based CEP would have the functionality that allows customers to download their advanced meter data in an industry standard file format (Green Button Download My Data (“GBD”)), but that it was still exploring various methods of enabling third-party direct access to customer data (e.g., Green Button Connect My Data (“GBC”)) as well as studying the related privacy and data security aspects of providing third-party direct access to customer advanced meter data.

On December 14, 2017, the Commission issued a final order in Docket No. 47416, approving the Company’s application for approval of its AMS Deployment Plan consistent with the stipulation and settlement agreement of the parties. The parties had agreed to sever, and address at a later time, certain issues regarding SMT and access to customer advanced meter data from the AMS. In response, the Commission added Ordering Paragraph No. 6 to the final order, which required ETI to initiate a proceeding within 90 days of a final order in Docket No. 47472, which was associated with revised SMT business requirements.<sup>2</sup> The scope of the proceeding required by Ordering Paragraph No. 6 was to “address whether and to what extent ETI will participate in Smart Meter Texas; what change, if any, should be made to ETI’s web-based customer interface; and whether and to what extent ETI should provide third-party direct access to customer AMS data.”

ETI initiated this proceeding, Docket No. 48745, as a result of Ordering Paragraph No. 6. On October 9, 2018, ETI made a Compliance Filing addressing the issues identified in Order No. 6. In the Report attached to ETI’s Compliance Filing, ETI reported that it was committed to

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<sup>2</sup> *Commission Staff’s Petition to Determine Requirements for Smart Meter Texas*, Docket No. 47472 (Jul. 12, 2018). ETI does not participate in and is not affiliated with Smart Meter Texas. Smart Meter Texas is operated by the ERCOT transmission and distribution utilities (“TDUs”).

implementing GBC as its third-party data sharing platform and presented evidence that ETI participating in SMT was neither cost-effective nor appropriate.

This matter was subsequently referred to the State Office of Administrative Hearings (“SOAH”). The Commission’s February 7, 2019 Preliminary Order identified the following four issues to be addressed: (1) whether ETI should be required to participate in SMT, and if so, how, if at all, should ETI’s participation differ from the participation of other transmission and distribution utilities currently participating in SMT; (2) if ETI is not required to participate in SMT, whether its web-based customer interface complies with PURA § 39.107 and 16 TAC § 25.130; (3) whether any additional changes should be made to ETI’s web-based customer interface to comply with Commission rules; and (4) whether ETI’s proposal to provide third-party direct access to its customers’ AMS data through Green Button Connect My Data is reasonable and in accordance with industry security standards and Commission rules. Over the course of the last several years, ETI responded to numerous formal and informal requests for information and hosted numerous meetings with the parties in this proceeding regarding the development and design of its third-party data access platform.

## **II. STIPULATION**

By this Stipulation, the Signatories agree to the following terms in settlement of the issues subject to determination in this proceeding, and agree as follows:

1. The Signatories agree that ETI should not be required to participate in SMT because ETI’s CEP, as modified by this Stipulation, provides all required functionalities under 16 TAC § 25.130.
2. The Signatories agree that ETI’s proposed web portal-based customer interface, including the “GBC Platform” as implemented according to Advanced Metering System Customer Engagement Portal Data Access and Sharing Protocols (the

“Protocols”) attached as Exhibit 1, meets the applicable requirements for access to AMS data as required under Public Utility Regulatory Act (“PURA”) § 39.107 and 16 TAC § 25.130.

3. The Signatories agree that ETI will:
  - a. implement the current version of its third-party data access platform within 30 days after the entry of an order approving this Stipulation;
  - b. implement the necessary changes to its third-party data access platform to comply with the Protocols attached as Exhibit 1 within 18 months of the Commission issuing an Order consistent with this Stipulation, and ETI will file monthly status reports explaining progress and any problems or delays; and
  - c. obtain certification from the Green Button Alliance that the GBC Platform meets the North American Energy Standards Board (“NAESB”) Energy Services Provider Interface Retail Energy Quadrant Book 21 standards for Green Button Connect (“Green Button Connect Standards”) as specified in the Function Blocks included in the GBC Platform shown in Attachment 1 to the Protocols; provided, however, that should the Green Button Alliance, the OpenADE, or the NAESB change the interpretation of or modify, change, add or delete any of the Green Button Standards in a way that results in requiring additional Function Blocks for certification or otherwise affects the requirements of the Function Blocks included in the GBC Platform shown in Attachment 1 to the Protocols (including, for example, a change that would prohibit a utility from requiring third parties to register to use the GBC Platform), ETI is only required to implement the Function Blocks identified in

Attachment 1 to the Protocols as they existed on the date that the Stipulation was executed.

4. The Signatories agree to support ETI's recovery of reasonable and necessary internal and external costs for the incremental changes required to implement the GBC Platform, which are subject to reconciliation pursuant to 16 TAC § 25.130(k)(6). The Signatories further agree to support recovery of the reasonable and necessary incremental on-going costs of operating the GBC Platform.
5. The Signatories agree that ETI's proposed web portal-based customer interface, including the GBC Platform, uses appropriate and reasonable standards and methods to provide secure access to meter data and is consistent with Commission rules.
6. The Signatories agree that providing third-party direct access to customer AMS data through the GBC Platform is reasonable and in accordance with industry security standards and Commission rules.
7. ETI will implement the CEP reporting requirements identified in Attachment 2 to the Protocols.
8. Within 60 days of the Commission entering an order consistent with this Stipulation, ETI will file an application for a change in its Deployment Plan under 16 TAC § 25.130(d)(10) to implement on-demand read functionality instead of the home-area network functionality provided in ETI's currently-approved Deployment Plan consistent with revised 16 TAC § 25.130(g)(1)(F).
9. The Signatories arrived at this Stipulation through extensive negotiation and compromise. This Stipulation reflects a compromise, settlement, and accommodation among the Signatories, and the Signatories agree that the terms and conditions herein

are interdependent. The Signatories agree that this Stipulation is in the public interest. All actions by the Signatories contemplated or required by this Stipulation are conditioned upon entry by the Commission of a final order fully consistent with this Stipulation. If the Commission does not accept this Stipulation as presented or enters an order inconsistent with any of the material terms of this Stipulation, any Signatory shall be released from all commitments and obligations, and shall have the right to seek hearing on all issues, present evidence, and advance any positions it desires, as if it had not been a Signatory.

10. This Stipulation is binding on each Signatory only for the purpose of settling the issues as set out herein and for no other purpose. Except to the extent that this Stipulation expressly governs a Signatory's rights and obligations for future periods, this Stipulation, including all terms provided herein, shall not be binding or precedential on a Signatory outside of this case except for a proceeding to enforce the terms of this Stipulation. The Signatories acknowledge and agree that a Signatory's support of the matters contained herein may differ from its position or testimony in other proceedings not referenced in this Stipulation. To the extent there is a difference, a Signatory does not waive its position in such other proceedings. Because this is a settlement agreement, a Signatory is under no obligation to take the same position as set out in this Stipulation in other proceedings not referenced in this Stipulation, whether those proceedings present the same or a different set of circumstances. A Signatory's agreement to entry of a final order of the Commission consistent with this Stipulation should not be regarded as an agreement to the appropriateness or correctness of any assumptions,

methodology, or legal or regulatory principle that may have been employed in reaching this Stipulation.

11. The failure to litigate any specific issue in this docket does not waive any Signatory's rights to contest that issue in any other proceeding, and the failure to litigate an issue cannot be asserted as a defense or estoppel, or any similar argument, by or against any Signatory in any other proceeding. The terms of this Stipulation may not be used either as an admission or concession of any sort or as evidence in any proceeding except to enforce the terms of this Stipulation. Oral or written statements made during the course of the settlement negotiations may not be used for any purposes other than as necessary to support the entry by the Commission of an order implementing this Stipulation. All oral or written statements made during the course of the settlement negotiations are governed by Texas Rule of Evidence 408.

12. There are no third-party beneficiaries of this Stipulation. This Stipulation contains the entire understanding and agreement of the Signatories, supersedes all other written and oral exchanges or negotiation among them or their representatives with respect to the subjects contained herein. Neither this Stipulation nor any of the terms of this Stipulation may be altered, amended, waived, terminated, or modified, except by a writing properly executed by the Signatories.

### **III. EXECUTION**

The Signatories agree that this Stipulation may be executed in multiple counterparts and filed with facsimile or computer image signatures. Each person executing this Stipulation represents that he or she is authorized to sign on behalf of the party represented.

Signatures are on the following pages.

AGREED:



George Hoyt  
State Bar No. 24049270  
Assistant General Counsel  
ENTERGY SERVICES, LLC  
919 Congress Avenue, Suite 701  
Austin, Texas 78701  
(512) 487-3961  
(512) 487-3958 (Fax)  
**Attorney for Entergy Texas, Inc.**

AGREED:

/s/ Kourtnee Jinks

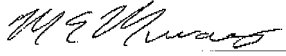
Kourtnee Jinks  
State Bar No. 24097146  
Senior Attorney-Legal Division  
Public Utility Commission of Texas  
1701 North Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326  
**Attorney for Public Utility Commission of Texas Staff**

AGREED:

/s/ Zachary Stephenson (with permission)

Zachary Stephenson  
Senior Assistant Public Counsel  
1701 N. Congress Avenue, Suite 9-180  
P.O. Box 12397  
Austin, Texas 78711-2397  
512-936-7500  
512-936-7525 (Telephone)  
**Attorney for Office of Public Utility Counsel**

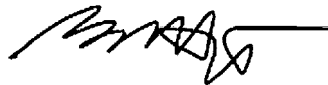
AGREED:



Michael Murray  
MISSION:DATA  
Mission:data Coalition, Inc.  
1752 NW Market Street, #1513  
Seattle, WA 98107

**CERTIFICATE OF SERVICE**

I certify that a copy of this document was served on all active parties of record in Commission Docket No. 48745 and SOAH Docket No. 473-19-1841 on July 26, 2022, in accordance with the Second Order Suspending Rules issued in Project No. 50664.



George G. Hoyt

**Entergy Texas, Inc.’s Advanced Metering System Customer  
Engagement Portal Data Access and Sharing Protocols**

**1. Account Management and Administration**

- 1.1. Entergy Texas, Inc.’s (“ETI”) Advanced Metering System (“AMS”) Customer Engagement Portal (“CEP”) will have a Single SignOn (“SSO”) for both residential and non-residential customers. As part of authentication service, forgotten user IDs, passwords, and change passwords will be reset as follows:
  - 1.1.1. The password reset will be initiated only after answering one or more security questions.
  - 1.1.2. The user will be presented with fields to update password.
  - 1.1.3. For a forgotten user ID: user will enter the email address registered, and if there is a match, the user ID will be emailed to that email address.
  - 1.1.4. If multiple user IDs are associated with an email address, all associated user IDs will be sent to the email address.
- 1.2. The CEP user will receive notification by email if preferences are changed. Certain profile attributes can only be changed by ETI Contact Center Representatives.
- 1.3. The CEP user, once logged on, will be automatically logged off after a 30-minute inactivity period.
- 1.4. The CEP will have the capability to require each CEP user (admin and non-admin) to have a unique user ID for access to the CEP graphical user interface (“GUI”) (*e.g.*, there cannot be two r. smith user IDs).
- 1.5. The CEP will have the capability to manage CEP users via the appropriate role-based access controls.
- 1.6. The CEP will have the capability to establish and maintain security controls associated with CEP access for CEP users.
- 1.7. ETI will provide support for Spanish-speaking customers.
  - 1.7.1. ETI will place a banner on its myEntergy website to direct Spanish speakers to a customer service representative who can assist the customer with registering their myEntergy account and direct them in Spanish to the CEP.
  - 1.7.2. ETI will enable customers to select Spanish using Google Translate to navigate the CEP in Spanish.
  - 1.7.3. ETI will provide the same customer education materials it provides in English, in Spanish on the CEP.

## **2. Customer Initiated Data Queries and Data Sharing**

- 2.1. Customer initiated requests are available to customers through Green Button Download My Data (“GBD”) format.
- 2.2. CEP users will have the ability to download usage data for both consumption and generation.
  - 2.2.1. GBD will be allowed through the CEP user’s browser to the user’s local machine.
- 2.3. The CEP will provide access to customers to download their data via the browser.
- 2.4. Third-party service provider (“TPSP”) access security will be addressed through OAuth 2.0, and a connection end point will be provided.
- 2.5. The CEP will provide date and time-stamped on-demand reads of a customer’s advanced meter through the GUI of the CEP when requested by the customer or entities authorized by the customer, subject to network traffic, including interval data collection and planned and unplanned outages.

## **3. Customer Data Management**

- 3.1. Customers will have the ability to download usage data for a selected date range for both consumption and generation as provided by the meter interrogation schedule.
- 3.2. The CEP user interface will display the customer data that is available for download.
- 3.3. ETI’s CEP features Green Button Connect My Data (GBC), as defined herein, and GBD.
- 3.4. GBC will include the Function Blocks listed in Attachment 1, and ETI will obtain certification from the Green Button Alliance that its GBC implementation has successfully passed the Function Block tests listed in Attachment 1.
- 3.5. At least 3 decimal places will be made available in the GBC and GBD data exports.
- 3.6. While usage data will be available, meter information, such as serial number, voltage rating, etc., will not be available as an export.
- 3.7. Premises address (service address: house number, street name, city, state, zip) will be available to the TPSP through the GBC GUI if authorized by the customer.
- 3.8. Validation, Estimation, and Editing (“VEE”) interval data (15 minutes for residential customers and 5 minutes for non-residential customers) will be provided to the CEP no more frequently than every four hours, subject to network availability, and will be available to CEP users.

- 3.9. ETI's CEP will include estimated usage if needed; however, when a valid read is obtained, that read will replace the estimated read. GBC will provide information to TPSPs to indicate whether the 5-minute or 15-minute interval usage data is an actual value or an estimate.
- 3.10. Twenty-four (24) months (rolling history) of residential usage data will be stored. Thirty-six (36) months (rolling history) of non-residential usage data will be stored. The data will be available to customers through the CEP and GBD. The data will be available to authorized third-party service providers in the XML exports through GBC.
- 3.11. ETI's CEP login page will convey the appropriate announcements/messages reflecting the manner in which the portal is currently functioning. For example: "Portal is down, please try back later."
- 3.12. For secure Internet connections, Hypertext Transfer Protocol Secure (HTTPS) and secure SSO will be used.
- 3.13. Help Desk calls will go to the ETI Contact Center, which will be made available 24/7/365.
- 3.14. Eighty-percent (80%) of ETI Contact Center calls will be answered within 30 seconds.
- 3.15. ETI will provide a tiered approach to responses depending on the severity of the issue. The response ranges from 24/7 effort until resolution (critical) to the next release (non-substantive) depending on impact.
- 3.16. Based on the user profile and the user's customization of the dashboard, user will have the ability to navigate to all pre-determined user interfaces through a central location (i.e., home page).
- 3.17. ETI's CEP will provide guides within the portal for all appropriate areas where user explanations are required. A Frequently Asked Questions ("FAQ") section will also be provided.
- 3.18. In order to troubleshoot issues associated with questions about what a user is seeing on the web portal, ETI's CEP will have the capability to use an "impersonation mode," where the ETI Contact Center Representative can see exactly what the user is seeing.
- 3.19. The CEP will have the capability to provide to the Public Utility Commission of Texas (the "Commission"), upon request, a history of who is accessing the portal data.
- 3.20. The CEP will lock a user account after 5 successive password failures.
- 3.21. The CEP will send an email confirming that the user has opened an account.
- 3.22. The CEP will feature the capability to grant and/or block access to certain data based on the appropriate role-based security level.

- 3.23. The CEP will feature the ability to allow a minimum of at least 6 characters and no more than 24 characters, letters and numbers, case sensitive, in the password. Additionally, the password cannot be the username.
- 3.24. The CEP will have the capability to set up and store a user-specified password-security question and answer.
- 3.25. For the user ID, a minimum of five and maximum of 15 alphas and numbers are allowed. Slashes and quotes will not be permitted.
- 3.26. The CEP will offer the capability for a GUI user to be re-directed to a correct login page following a session timeout.
- 3.27. The CEP user will be able to toggle between daily and specific interval length without reset of the date.
- 3.28. Estimated intervals or register reads will be identified in the CEP. When valid data is obtained, the estimate will be overwritten.
- 3.29. One CEP user login can have multiple accounts, but the accounts must be within the same customer class.
- 3.30. For reads or on-demand reads, ETI will receive any error message on a real-time basis.
- 3.31. For unique identifier numbers (“UIN”), ETI’s CEP will have the capability to prevent a UIN from being assigned to more than one residential or non-residential customer.
- 3.32. The CEP will require a user’s acceptance of terms and conditions of use prior to granting an authorization via GBC.
- 3.33. A GBC data-sharing authorization term is limited to a maximum of one year for residential customers and three years for non-residential customers, provided that customers will have an option to reauthorize for subsequent terms.
- 3.34. If ETI makes changes to the GBC terms and conditions, such changes will not require customer GBC reauthorization or result in interruption of a preexisting GBC authorization during the current term authorized by the customer.
- 3.35. The CEP will have the capability for users to upload a list of UINs (one or more) and associated meter numbers to become associated with one user ID and password.
- 3.36. The CEP user can add or remove UIN access to their data within CEP GBC.
- 3.37. The CEP GBC will export data on an on-going basis.
- 3.38. The CEP will make available rolling 24 months of residential usage data and rolling 36 months of non-residential usage data.

#### **4. Web Portal and GBC Performance**

- 4.1. The CEP is expected to successfully process over 99.5 percent of all account registrations attempted.
- 4.2. Any Scheduled Maintenance for the CEP will be performed from 6:00am – 12:00pm PT or after utility customer work week business hours. ETI will provide TPSPs a minimum of one week's notice of upcoming CEP maintenance.
- 4.3. The availability of the CEP's GUI is targeted to be over 99.5 percent.
- 4.4. The availability of CEP's data download and GBC functionality is targeted to be over 99.5 percent.

#### **5. Reporting**

- 5.1. The CEP reporting metrics are attached as Attachment 2.

#### **6. Registration and Data Access**

- 6.1. The CEP will allow a user to electronically set up and maintain a user ID and password for accessing the CEP.
- 6.2. TPSPs may receive data authorized by a customer who consents through GBC, subject to successful completion of CEP GBC technical requirements.
- 6.3. TPSPs must apply through the GBC administration portal where they must consent to ETI's Third-Party Terms of the Green Button Connect Program and complete all requirements to become eligible for data sharing through GBC.
  - 6.3.1. TPSPs must successfully undergo connectivity and functional-block testing by ETI.
  - 6.3.2. Documentation requirements for TPSPs are: a valid federal tax identification number, the third-party service provider's website (if the TPSP has one), business address, email address, DUNS Number, and point-of-contact information for Customer inquiries.
  - 6.3.3. If the TPSP has an up-to-date privacy seal or similar certification from an independent privacy certification organization, (e.g., TRUSTe Privacy Certification from TrustArc, or has adopted the DataGuard Energy Data Privacy Program ("DataGuard")), that documentation must be provided.
- 6.4. ETI reserves the right to monitor TPSPs for inappropriate actions and behavior.

- 6.5. ETI may suspend or terminate individual TPSP access to data, with or without prior notice, when ETI believes doing so is reasonable to protect the security, functionality, and integrity of GBC or due to:
- 6.5.1. verified complaints by customers related to TPSP's inappropriate use of data;
  - 6.5.2. attempts to access data without authorization;
  - 6.5.3. introduction of unauthorized components into GBC (such as robotic process automation, bot, spider, crawler, spyware, malware, beacon, engine, device, software, or an extraction tool);
  - 6.5.4. breach of the data sent to TPSP; interfering with or falsifying customer consent; falsifying an IP address;
  - 6.5.5. engaging in any inappropriate activities through GBC (including, but not limited to, any activity that is unlawful, fraudulent, deceitful, or that may harm or damage another's property, life, health, reputation, or business);
  - 6.5.6. requirements of orders, rules, or regulations issued by ETI's regulators;
  - 6.5.7. TPSP's inactivity of 6 months or more for any or no reason;
  - 6.5.8. TPSP's infringement of ETI's intellectual property rights; or
  - 6.5.9. TPSP's violation of these Third-Party Terms of the Green Button Connect Program, whether current or future versions.
- 6.6. Whether access to data will be suspended or terminated is determined in ETI's sole discretion based on the severity of the TPSP's conduct, subject to appeal to the Public Utility Commission of Texas.
- 6.7. Notice of suspension or termination of access to GBC data will be promptly provided to the affected TPSP. ETI will not notify affected customers of a suspension or termination until after the TPSP has had a reasonable opportunity to discuss and resolve the issue with ETI.
- 6.7.1. A TPSP may appeal such suspension or termination directly to ETI. ETI will review the basis for its determination, and either restore access or confirm its earlier determination, then respond to such TPSP within 30 days of third-party service provider's appeal.
  - 6.7.2. Upon a denial of a third-party service provider's appeal by ETI, ETI will inform the TPSP of any remaining appeal remedies.
- 6.8. During system emergencies, including actual or suspected security events, ETI may modify or discontinue GBC and the provision of data through GBC without prior notice.

- 6.9. CEP has the capability for a residential customer or non-residential customer to view a list of all TPSPs that are authorized to view their advanced meter data (including consumption and generation).
- 6.10. ETI's CEP will provide the customer access to historical data through GBD after move out, but the GBC access will be terminated upon the account's move out.
- 6.11. ETI will establish terms and conditions for TPSPs governing GBC access. Such terms will be publicly posted on ETI's website. The GBC terms and conditions must meet the following requirements:
  - 6.11.1. Terms and conditions will not require TPSPs to divulge to ETI proprietary or sensitive information about TPSPs business, products or services.
  - 6.11.2. Terms and conditions will not require TPSPs to indemnify ETI for ETI's negligence or a customer's actions or inactions with respect to their data.
  - 6.11.3. Terms and conditions will not require TPSPs to carry insurance.
  - 6.11.4. Terms and conditions will permit TPSPs to use self-signed security certificates for communication with ETI's GBC.
  - 6.11.5. Terms and conditions will not impose fees on TPSPs.
  - 6.11.6. Terms and conditions will not permit ETI to restrict access to GBC as a result of TPSPs' business, products, services or competitive position with respect to ETI.

## **7. General Solutions**

- 7.1. ETI's CEP third-party data-sharing platform is ADA compliant.
- 7.2. ETI's CEP third-party data-sharing platform is ADA Section 508 compliant.
- 7.3. ETI's CEP is Software as a Service (SAAS).

## **8. Help Functionality**

- 8.1. ETI's CEP will provide customer help functions on the web portal.
- 8.2. ETI's CEP will have an FAQ section and hover-over help for the user interface.

**9. Security Management**

9.1. The CEP will maintain appropriate and reasonable standards and measures designed to protect customer data and provide secure access for the customer and entities authorized by the customer to the meter data.

9.2. ETI's CEP will provide the appropriate level of security for all users.

The following files are not convertible:

Attachment 1.pdf.docx.xlsx	48745 - ETI AMI Data Access Protocols
Attachment 2.pdf.docx.xlsx	48745 - ETI AMI Data Access Protocols

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.

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<b>ADVANCED METERING SYSTEM</b>		

**PROPOSED ORDER**

This Order addresses the Compliance Filing of Entergy Texas, Inc. (ETI) Relating to Participation in Smart Meter Texas and Changes to its Advanced Metering System. A stipulation (Stipulation) was executed that resolves all of the issues in this proceeding. ETI's compliance filing, consistent with the Stipulation, is approved to the extent provided in this Order.

The Public Utility Commission of Texas (Commission) adopts the following findings of fact and conclusions of law:

**I. Findings of Fact**

**Applicant**

1. ETI is a Texas corporation and subsidiary of Entergy Corporation, a Delaware corporation.
2. ETI generates, transmits, distributes, and sells electricity through facilities and equipment that it owns and operates in Texas under certificate of convenience and necessity number 30076.
3. ETI serves approximately 486,000 Texas retail customers in southeast Texas and does not offer customer choice.

**Procedural History**

4. On July 18, 2017, ETI filed an application with the Commission, which was assigned Docket No. 47416,<sup>1</sup> for approval of its plan to deploy an Advanced Metering System (AMS) to its retail electric customers; recovery, through a surcharge tariff, of its reasonable and necessary costs incurred in deployment of the AMS; and recovery of fees from

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<sup>1</sup> *Application of Entergy Texas, Inc. for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-standard Metering Service*, Docket No. 47416 (Dec. 14, 2017).

SOAH DOCKET No. 473-19-1841  
PUC Docket No. 48745

Proposed Order

Page 2 of \_\_

customers who choose to opt out of service through the AMS and instead receive nonstandard metering service.

5. The Final Order in Docket No. 47416, ordering paragraph 6 directed as follows:

Unless the final order in Docket No. 47472 provides otherwise, within 90 days after the final order in Docket No. 47472 is signed, ETI shall initiate a proceeding to address whether and to what extent ETI will participate in Smart Meter Texas; what changes, if any, should be made to ETI's web-based customer interface; and whether and to what extent ETI should provide third-party direct access to customer AMS data.

6. On October 9, 2018, ETI initiated this docket, Docket No. 48745, pursuant to Ordering Paragraph No. 6, to address the issues raised therein.

**Notice**

7. On October 30, 2018, ETI filed proof of notice, including the Affidavit of Scott Olson, in which he attested that ETI had provided individual notice to (1) each party that participated in PUCT Docket No. 47472; and (2) the parties in Docket No. 47416.
8. On January 29, 2019, the State Office of Administrative Hearings (SOAH) administrative law judge (ALJ), via Order No. 2, found the notice provided by ETI to be sufficient.

**Interventions**

9. On November 2, 2018, OPUC filed its motion to intervene.
10. On November 8, 2018, the Mission Data Coalition, Inc. (Mission:data) filed its motion to intervene.
11. On November 14, 2018, the ALJ granted OPUC's motion to intervene via Order No. 3.
12. On November 15, 2018, the ALJ granted Mission:data's motion to intervene via Order No. 4.

**Testimony**

SOAH DOCKET No. 473-19-1841  
PUC Docket No. 48745

Proposed Order

Page 3 of \_\_

13. As part of its Compliance Filing, ETI submitted the affidavit of Rodney W. Griffith and an accompanying report addressing the issues identified in Ordering Paragraph No. 6 of the final order in Docket No. 47416.

**Referral to SOAH**

14. On January 3, 2019, the Commission referred this docket to SOAH.

**Evidentiary Record**

15. In Order No. X issued on [date], the ALJ admitted the following evidence into the record:
- a. ETI's compliance filing filed on October 9, 2018.
  - b. ETI's proof of notice filed on October 30, 2018.
  - c. The Stipulation filed on July 26, 2022.
  - d. Affidavit [or settlement testimony] of STAFF WITNESS for Commission Staff in support of the Stipulation.
  - e. Settlement Testimony of Richard E. Lain for ETI in support of the Stipulation.

**Stipulation**

16. Under the Stipulation, the Signatories have resolved all issues raised in Ordering Paragraph No. 6 in Docket No. 47416 and as listed in the Preliminary Order in Docket No. 48745.
17. The Signatories agreed that ETI will not be required to participate in Smart Meter Texas (SMT) because ETI's Customer Engagement Portal provides all required functionalities under 16 Tex. Admin. Code (TAC) § 25.130.
18. The Signatories agreed that ETI's proposed web portal-based customer interface, including the Green Button Connect (GBC) Platform (GBC Platform) as implemented according to the Advanced Metering System Customer Engagement Portal Data Access and Sharing Protocols (the "Protocols") attached as Exhibit 1 to the Stipulation, meets the applicable requirements for access to AMS data as required under Public Utility Regulatory Act (PURA) § 39.107 and 16 TAC § 25.130.

**SOAH DOCKET No. 473-19-1841  
PUC Docket No. 48745**

**Proposed Order**

**Page 4 of \_\_**

19. The Signatories agreed that ETI will:
- i. implement the current version of its third-party data access platform within 30 days after the entry of an order approving the Stipulation;
  - ii. implement the necessary changes to its third-party data access platform to comply with the Protocols attached as Exhibit 1 to the Stipulation within 18 months of the Commission issuing an order consistent with the Stipulation, and ETI will file monthly status reports explaining progress and any problems or delays; and
  - iii. obtain certification from the Green Button Alliance that the GBC Platform meets the North American Energy Standards Board (NAESB) Energy Services Provider Interface Retail Energy Quadrant Book 21 standards for Green Button Connect (Green Button Connect Standards) as specified in the Function Blocks included in the GBC Platform shown in Attachment 1 to the Protocols; provided, however, that should the Green Button Alliance, the OpenADE, or the NAESB change the interpretation of or modify, change, add or delete any of the Green Button Standards in a way that results in requiring additional Function Blocks for certification or otherwise affects the requirements of the Function Blocks included in the GBC Platform shown in Attachment 1 to the Protocols (including, for example, a change that would prohibit a utility from requiring third parties to register to use the GBC Platform), ETI is only required to implement the Function Blocks identified in Attachment 1 to the Protocols as they existed on the date that the Stipulation was executed.
20. The Signatories agreed to support ETI's recovery of reasonable and necessary internal and external incremental costs for the changes required to implement the GBC Platform, which are subject to reconciliation pursuant to 16 TAC § 25.130(k)(6). The Signatories further agreed to support recovery of the reasonable and necessary incremental on-going costs of operating the GBC Platform.

**SOAH DOCKET No. 473-19-1841  
PUC Docket No. 48745**

**Proposed Order**

**Page 5 of \_\_**

21. The Signatories agreed that ETI's proposed web portal-based customer interface, including the GBC Platform, uses appropriate and reasonable standards and methods to provide secure access to meter data and is consistent with Commission rules.
22. The Signatories agreed that providing third-party direct access to customer AMS data through the GBC Platform is reasonable and in accordance with industry security standards and Commission rules.
23. ETI agreed to implement the CEP reporting requirements identified in Attachment 2 of the Protocols.
24. ETI agreed that, within 60 days of the Commission entering an Order consistent with this Stipulation, ETI will file an application for a change in its Deployment Plan under 16 TAC § 25.130(d)(10) to implement on-demand read functionality instead of the home-area network functionality provided in ETI's currently-approved Deployment Plan consistent with 16 TAC § 25.130(g)(1)(F).

## **II. Conclusions of Law**

The Commission makes the following conclusions of law:

1. ETI is a public utility as defined in PURA § 11.004(1) and an electric utility as defined in PURA § 31.002(6).
2. The Commission has jurisdiction over this matter under PURA § 39.107(h).
3. ETI provided notice in this proceeding in accordance with 16 TAC § 22.55.
4. The CEP, including the GBC Platform, approved in this Order meets the requirements of PURA § 39.107 and 16 TAC § 25.130.
5. The Commission processed this docket in accordance with the requirements of PURA, the Administrative Procedure Act,<sup>2</sup> and Commission rules.

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<sup>2</sup> Tex. Gov't Code §§ 2001.001-.902.

**SOAH DOCKET No. 473-19-1841  
PUC Docket No. 48745**

**Proposed Order**

**Page 6 of \_\_**

6. The Commission's consideration of the Stipulation complies with PURA § 14.054 and 16 TAC § 22.206.
7. The Stipulation, taken as a whole, is a fair, just, and reasonable resolution of all issues presented, is supported by the record, and is consistent with the relevant provisions of PURA.
8. The requirements for informal disposition under 16 TAC § 22.35 have been met in this proceeding.

### **III. Ordering Paragraphs**

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders:

1. ETI is not required to participate in Smart Meter Texas and will instead implement the AMS data sharing platform described in the Stipulation.
2. ETI will implement the current version of its third-party data access platform within 30 days after entry of this order.
3. ETI will implement the necessary changes to its third-party data access platform to comply with the Protocols attached as Exhibit 1 to the Stipulation (the GBC Platform) within 18 months of the entry of this order, and ETI will file monthly status reports explaining progress and any problems or delays;.
4. ETI will obtain certification from the Green Button Alliance that the GBC Platform implementation has successfully passed the Function Block tests listed in Attachment 1 to the Protocols.
5. ETI will implement the reporting metrics identified in Attachment 2 to the Protocols.
6. Within 60 days of the Commission entering an Order consistent with this Stipulation, ETI will file an application for a change in its Deployment Plan under 16 TAC § 25.130(d)(10)

SOAH DOCKET No. 473-19-1841  
PUC Docket No. 48745

Proposed Order

Page 7 of \_\_

to implement on-demand read functionality instead of home-area network functionality consistent with revised 16 TAC § 25.130(g)(1)(F).

7. Entry of this Order does not indicate the Commission's endorsement or approval of any principle or methodology that may underlie the agreement and must not be regarded as precedential as to the appropriateness of any principle or methodology underlying the agreement.
8. The Commission denies all other motions and any other requests for general or specific relief, if not expressly granted.

Signed at Austin, Texas the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PUBLIC UTILITY COMMISSION OF TEXAS**

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**PETER LAKE, CHAIRMAN**

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**WILL MCADAMS, COMMISSIONER**

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**LORI COBOS, COMMISSIONER**

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**JIMMY GLOTFELTY, COMMISSIONER**